



**Basic Details**

|                                          |                                                                            |                                          |          |
|------------------------------------------|----------------------------------------------------------------------------|------------------------------------------|----------|
| <b>Organisation Chain</b>                | Sardar Swaran Singh National Institute of Renewable Energy  Administrative |                                          |          |
| <b>Tender Reference Number</b>           | 348-26/2/2020-ADMIN                                                        |                                          |          |
| <b>Tender ID</b>                         | 2021_SSSNI_608585_1                                                        |                                          |          |
| <b>Tender Type</b>                       | Open Tender                                                                | <b>Form of contract</b>                  | Lump-sum |
| <b>Tender Category</b>                   | Services                                                                   | <b>No. of Covers</b>                     | 2        |
| <b>Payment Mode</b>                      | Not Applicable                                                             | <b>Is Multi Currency Allowed For BOQ</b> | No       |
| <b>Is Multi Currency Allowed For Fee</b> | No                                                                         |                                          |          |

**Cover Details, No. Of Covers - 2**

| Cover No | Cover                 | Document Type | Description                                          |
|----------|-----------------------|---------------|------------------------------------------------------|
| 1        | Fee/PreQual/Technical | .pdf          | Engagement of NABL Consultant for NABL Accreditation |
| 2        | Finance               | .xls          | Engagement of NABL Consultant for NABL Accreditation |

**Tender Fee Details, [Total Fee in ₹ \* - 0.00]**

|                        |      |                                     |    |
|------------------------|------|-------------------------------------|----|
| <b>Tender Fee in ₹</b> | 0.00 | <b>Fee Payable At</b>               | NA |
| <b>Fee Payable To</b>  | NA   | <b>Tender Fee Exemption Allowed</b> | NA |

**EMD Fee Details**

|                        |      |                              |    |
|------------------------|------|------------------------------|----|
| <b>EMD Amount in ₹</b> | 0.00 | <b>EMD Exemption Allowed</b> | NA |
| <b>EMD Fee Type</b>    | NA   | <b>EMD Percentage</b>        | NA |
| <b>EMD Payable To</b>  | NA   | <b>EMD Payable At</b>        | NA |

**Work / Item(s)**

|                                  |                                                                                      |                             |                        |                              |                                                    |
|----------------------------------|--------------------------------------------------------------------------------------|-----------------------------|------------------------|------------------------------|----------------------------------------------------|
| <b>Title</b>                     | Engagement of NABL Consultant for NABL Accreditation                                 |                             |                        |                              |                                                    |
| <b>Work Description</b>          | Engagement of NABL Consultant for NABL Accreditation                                 |                             |                        |                              |                                                    |
| <b>Pre Qualification Details</b> | Please refer Tender documents.                                                       |                             |                        |                              |                                                    |
| <b>Tender Value in ₹</b>         | 3,00,000                                                                             | <b>Product Category</b>     | Miscellaneous Services | <b>Sub category</b>          | NA                                                 |
| <b>Contract Type</b>             | Tender                                                                               | <b>Bid Validity(Days)</b>   | 90                     | <b>Period Of Work(Days)</b>  | 30                                                 |
| <b>Location</b>                  | SSS-NIBE, Kapurthala (Punab)                                                         | <b>Pincode</b>              | 144601                 | <b>Pre Bid Meeting Place</b> | SSS-NIBE, Kapurthala (Punjab)                      |
| <b>Pre Bid Meeting Address</b>   | SSS-NIBE Campus, Jalandhar-Kapurthala Road, Wadala Kalan, Kapurthala (Punjab) 144601 | <b>Pre Bid Meeting Date</b> | 28-Jun-2021 03:00 PM   | <b>Bid Opening Place</b>     | SSS-NIBE Campus, Jalandhar-Kapurthala Road, Wadala |

**Critical Dates**

|                                            |                      |                                          |                      |
|--------------------------------------------|----------------------|------------------------------------------|----------------------|
| <b>Publish Date</b>                        | 10-Jun-2021 05:00 PM | <b>Bid Opening Date</b>                  | 15-Jul-2021 03:00 PM |
| <b>Document Download / Sale Start Date</b> | 10-Jun-2021 05:00 PM | <b>Document Download / Sale End Date</b> | 09-Jul-2021 05:30 PM |
| <b>Clarification Start Date</b>            | 10-Jun-2021 05:00 PM | <b>Clarification End Date</b>            | 25-Jun-2021 05:00 PM |
| <b>Bid Submission Start Date</b>           | 10-Jun-2021 05:00 PM | <b>Bid Submission End Date</b>           | 09-Jul-2021 05:30 PM |

**Tender Documents**

| NIT Document     | S.No | Document Name                      | Description                                          | Document Size (in KB) |
|------------------|------|------------------------------------|------------------------------------------------------|-----------------------|
|                  | 1    | <a href="#">Tendernotice_1.pdf</a> | Engagement of NABL Consultant for NABL Accreditation | 302.23                |
| <b>Work Item</b> |      |                                    |                                                      |                       |

| Documents | S.No | Document Type    | Document Name                           | Description                                                      | Document Size (in KB) |
|-----------|------|------------------|-----------------------------------------|------------------------------------------------------------------|-----------------------|
|           | 1    | Tender Documents | <a href="#">Tendernotice_1 (10).pdf</a> | Quotation / Engagement of NABL Consultant for NABL Accreditation | 302.23                |

### **Tender Inviting Authority**

|                |                                                                                      |
|----------------|--------------------------------------------------------------------------------------|
| <b>Name</b>    | Dr. Sachin Kumar                                                                     |
| <b>Address</b> | SSS-NIBE Campus, Jalandhar-Kapurthala Road, Wadala Kalan, Kapurthala (Punjab) 144601 |

### **Tender Creator Details**

|                     |                            |
|---------------------|----------------------------|
| <b>Created By</b>   | Rupesh Kumar Verma         |
| <b>Designation</b>  | Junior Executive Assistant |
| <b>Created Date</b> | 10-Jun-2021 10:51 AM       |



**SARDAR SWARAN SINGH NATIONAL INSTITUTE OF BIO-ENERGY**  
(An Autonomous Institution of Ministry of New and Renewable Energy, Govt. of India)  
(Formerly, Sardar Swaran Singh National Institute of Renewable Energy)

**Sub.: Request for Quotation / Engagement of NABL Consultant for NABL Accreditation of SSS-NIBE R&D Laboratories, Kapurthala**

The Director General, SSS-NIBE (Sardar Swaran Singh National Institute of Bio-Energy invites tender (quotes) for the engagement of Consultant firm to be engaged in consultancy services for NABL accreditation as per the details in terms and conditions of this tender document.

The subject tender is proposed to be taken up through post and the bidders are requested to note the following instructions for submission of BID. The bidders may refer the attached tender document for submission of BID.

SSS-NIBE, Kapurthala reserves the right to modify the conditions of the tender (fully/partially) accept/ reject any tender without assigning any reason, whatsoever and at any moment of time. No correspondence shall be entertained in this regard. For further details, please visit our institute website.

(Head of Office)  
For and on behalf of DG, SSS-NIBE,  
Kapurthala

## **DETAILS OF BID: -**

This Request for Quotation (RFQ) document for engagement of NABL Consultant firm for NABL accreditation consists of the following:

- i. Introduction and Scope of work
- ii. Instructions to Bidders
- iii. Format of Bid
- iv. Bid Evaluation Criteria
- v. Major terms and conditions
- vi. Undertaking

Bidder should take due care to submit tender through post in accordance with requirement

Bid Evaluation Criteria, shall be the basis for evaluation of tenders. SSS-NIBE, Kapurthala will not entertain any modification subsequent to the last date of submission of bids and bids not conforming to tender conditions shall be liable to be rejected. Historical document if any required, in conformity of facts mentioned in the bid may be sought subsequently with the discretion of SSS-NIBE competent authority.

Therefore, bidders are advised to submit their BID complete in all respect as per requirement of tender document specifying their acceptance to all the clauses of Bid Evaluation Criteria, General terms and conditions and compliance to the Scope of work requirement etc.

**The engagement of NABL consultant firm will be for a period of one year.**

#### PREPARATION OF BIDS-

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

#### SUBMISSION OF BIDS-

3. Bidder should send the bid in time i.e. on or before the bid submission time. Bidders will be responsible for any delay due to other issue

#### **ASSISTANCE TO BIDDERS**

4. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender of the relevant contact person indicated in the tender.

## **Introduction and Scope of Work**

### **Background**

Sardar Swaran Singh National Institute of Bio-Energy (SSS-NIBE), Kapurthala, is an autonomous Institution under the Ministry of New & Renewable Energy, Govt. of India.

### **Scope of Work**

SSS-NIBE, Kapurthala intends to engage a firm of NABL consultancy having vast experience in handling various NABL accreditation of Govt./ Public/ Private R&D organization/ Testing & Calibration Laboratories / Companies. The Consulting firm shall provide consultancy services as per the scope of work indicated below:

Consultancy Services for NABL Accreditation as per ISO/IEC 17025:2017 of the laboratories at SSS-NIBE, Kapurthala.

#### **I. Scope for NABL (ISO/IEC 17025:2017) Consultancy:**

##### **1. Documentation for NABL accreditation:**

- a) GAP Analysis of existing management system of the Testing Laboratories with respect to the requirement of ISO/IEC 17025:2017
- b) Designing & Development of NABL Documents
- c) Preparation of NABL Documents viz. Quality Manual, Procedures Manual, Work Instructions, Records, Forms & Formats, etc., according to the ISO/IEC 17025:2017 Standards.

##### **2. Training:**

- a) NABL (ISO/IEC17025:2017) Awareness – Two days.
- b) Internal Auditing Training Program as per ISO 17025:2017 – Four Days.
- c) Training on Measurement Uncertainty - Two days.
- d) Inter-Laboratory Comparison - Two days.
- e) Proficiency Testing program - Two days.

##### **3. Implementation & Maintenance:**

- a) Conduction of 1<sup>st</sup> Internal Auditing.
- b) Closures of 1<sup>st</sup> Internal Audit findings.
- c) Participation in Inter-Laboratory Comparison (ILC) Program.
- d) Preparation for NABL Assessment Audit (Stage – I).
- e) Closure of observations raised during Stage – I Audit.
- f) Preparation for Main Assessment (Stage 2 / Final).

g) Closure of NC raised in Main Assessment.

**4. Guidance to apply for NABL Application & Final Accreditation:**

- a) Submission of Application to NABL
- b) Scrutiny of Application after submission
- c) Adequacy Audit
- d) Pre-Assessment Audit
- e) Final Assessment
- f) Final Accreditation.

**II. Duration of the Work:**

**12 (Twelve) months** from the date of placement of work order (The bar chart made according to above scope of the work)

| Work                                                         | Time in Months |   |   |   |   |   |   |   |   |    |    |    |  |
|--------------------------------------------------------------|----------------|---|---|---|---|---|---|---|---|----|----|----|--|
|                                                              | 1              | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |  |
| Documentation for NABL accreditation                         |                |   |   |   |   |   |   |   |   |    |    |    |  |
| Training                                                     |                |   |   |   |   |   |   |   |   |    |    |    |  |
| Implementation & Maintenance                                 |                |   |   |   |   |   |   |   |   |    |    |    |  |
| Guidance to apply for NABL Application & Final Accreditation |                |   |   |   |   |   |   |   |   |    |    |    |  |

**Instruction to Bidders**

**Preparation and submission of offers**

- a) The tender shall be accepted only through post process
- b) The bidders shall be responsible for all costs associated with the preparation of this proposal, if any regardless of the conduct or outcome of the bidding process.
- c) In case of any dispute, whatsoever in connection with request for quote (RFQ), the decision of the Competent Authority of SSS-NIBE shall be final.
- d) If the last date of submission and opening of the bid happens to be a holiday, the bid shall be opened on the next working day. The proposal submitted by the bidder should be valid for acceptance for a period of 90 days from the opening date of bid. In exceptional circumstances prior to expiry of original bid validity

period SSS-NIBE, Kapurthala may require the bidder to extend the period of validity for a specified additional period, without any changes in the original offer.

- e) This document/RFQ is not transferrable. The invitations and all communications pursuant to its terms are confidential and are not to be disclosed to any person other than the addressee without prior written consent of SSS-NIBE, Kapurthala.
- f) SSS-NIBE may seek clarifications on the bid submitted by the bidders.
- g) The scope of work shall be as defined in the bidding document.
- h) At any time, prior to the deadline for submission of bids, SSS-NIBE may, for any reason, whether on its own requirement or in response to a clarification requested by prospective bidders, modify the bidding document by issuing addendum.
- i) A bidder shall submit only one bid for entire scope of work. Assigning part of work/ Tie-up arrangement is not allowed.
- j) The bidder shall quote prices only as per the format given in the Financial Proposal. In the bid bidder shall quote both in words and figures, as asked for. The prices quoted by the bidder shall remain firm and fixed (Statutory Taxes as applicable shall be paid extra).
- k) Bidders are required to confirm the acceptance to the entire scope of work after clear understanding of SSS-NIBE requirements.
- l) Bidders are required to provide their address in detail including telephone no., fax no. and contact person's names, mobile numbers and email ID, company website (if any) in the technical bid document.
- m) Moreover, Bidders are required to ensure that the tender documents submitted by them fulfill the requisite qualifications and required information given in the prescribed formats. Additional sheets may be used, if required. The complete tender documents should be page numbered with index, signed and stamped by the authorized signatory of the bidder.
- n) On demand by SSS-NIBE, the bidder will have to produce the original document/certificate submitted with the quotation for the purpose of verification, mismatch can lead into rejection at any level of the bidding process.
- o) The procuring entity intends to give preference to Micro, Small and Medium Enterprises. The concerned policies, rules, terms & conditions and amendments issued by Government of India/ Nodal Ministry will be applicable.
- p) Limitation or preference for participation by bidders in terms of the Government policies; like Start-ups, MSMEs, purchase or price preferences (DMEP/ Make In India/ MSMEs), and other Government policies issued from time to time, necessary evidence to be enclosed. (They are exempted from EMD if any, turnover criteria and past experiences as per Govt. of India guidelines). However, they have to comply technical parameters.
- q) Bidders are requested to submit a self declaration that they, their principal, subsidiaries, service provider, associates etc. have not been blacklisted within last



three years by any National institute/ R&D labs, Govt. undertaking Enterprises, PSUs., or Private organization.

- r) The bidders have to certify the rates quoted by them are the same and not higher than those quoted with other National Institutes/ R&D labs. Govt., Public sector or Private Organizations etc.

### **Format of Bid**

The bidders are required to submit the technical proposal and financial proposal ONLY through post bidding separately.

#### **A. Technical Eligibility:**

The technical proposal shall necessarily contain the following:

1. A brief description of the bidder's organization.
2. Documents related Company registration certificate, PAN card, GST registration certificate.
3. Profit and Loss Statement, Audited Annual Statement of Accounts and Income Tax Return in proof of having a minimum annual turnover for the past three financial years (2017-18, 2018-19 & 2019-20) of Rs. 25.00 Lakhs (Rs. Twenty Five Lakhs) only per annum
4. The consultant firm should have been approved by Quality Council of India (QCI), for dealing with NABL accreditation and certification work **OR** should have qualified Lead Assessor on ISO17025:2017 from NABL/QCI.
5. Past work experience, contract orders and completion certificates in brief along with the current assignments handled especially mentioning the major clients (not less than five) during the last three (3) financial years on NABL accreditation of R&D Laboratories/ PSU/ State/ Central government/ Private organizations.
6. Major clients served by the bidder organization in the past along with the present assignments enlisting the nature of work, copies of work/ contract order, details of references, work experience certificate, work completion certificates etc., should be enclosed along with the technical bid document. SSS-NIBE may contact the clients' of the bidder to ascertain performance of the bidder.

**Performance sheet for last three years for five clients served**

| Sl. No. | Name of the client | Contact Person with email/ phone | Nature of Work | Successful completion certificate | Value of the work | Any other details |
|---------|--------------------|----------------------------------|----------------|-----------------------------------|-------------------|-------------------|
| 1.      |                    |                                  |                |                                   |                   |                   |
| 2.      |                    |                                  |                |                                   |                   |                   |
| 3.      |                    |                                  |                |                                   |                   |                   |
| 4.      |                    |                                  |                |                                   |                   |                   |
| 5.      |                    |                                  |                |                                   |                   |                   |

7. Brief detail of qualified professionals employed by the bidder organization along with complete detail of team members proposed for SSS-NIBE assignment including their name, experience, profile, specialization etc. keeping in view the requirement mentioned in bid evaluation criteria are required to be furnished by the bidder.

**Details of the Manpower engaged by the bidder**

| Sl. No. | Name of the team member | Level in the Bidder organization | Post qualification and other relevant experience |
|---------|-------------------------|----------------------------------|--------------------------------------------------|
|         |                         |                                  |                                                  |
|         |                         |                                  |                                                  |
|         |                         |                                  |                                                  |
|         |                         |                                  |                                                  |

8. For the execution of SSS-NIBE assignment, the bidders are required to furnish a work plan for effective execution of the assignment after clear understanding of the requirement keeping in view the Evaluation Criteria. The details of team members proposed for SSS-NIBE, assignment is to be provided as below:

Resume of the proposed team members should also be attached separately clearly indicating their name, qualification (with year/date of passing), experience, contact details etc.

9. The team members must be promptly available for the assignment as and when required. The bidder must demonstrate in their bid to the satisfaction of SSS-NIBE that the proposed team members possess the relevant and suitable capability and experience for the assignment.

Note: All the documents/documentary proofs in proof of eligibility criteria fixed, as asked above, should be scanned and enclosed with the technical bid.

### **Financial Bid Evaluation Criteria**

The bidders are required to furnish the financial proposal in a separate sealed envelope.

The bidders are required to quote the total amount (in figure & words) exclusive of taxes. The rate of tax may clearly be quoted in figures and words separately as per the format.

## Chapter 5: Major Terms and Conditions:

1. **Duration of Contract:** The appointment of the NABL Consultant/firm will be for One Year with a provision to review quarterly on the same terms and conditions, unless terminated by SSS-NIBE by giving two-month notice without prejudice to the rights and obligations of the parties up to date of notice of termination by SSS-NIBE. They would require to commence the job within 01 (One) Month from the date of issuance of work order/order of engagement.
2. **Execution of Assignment:** For execution of complete scope of work, the NABL consultant will establish a team of qualified professionals as per the requirement of SSS-NIBE. The NABL consultant firm is solely and exclusively responsible for all the acts of its team members. The deputed professionals shall visit SSS-NIBE on regular intervals, as mentioned in the tender document and the contract agreement being executed for completion of all the assigned work, getting clarifications/documents. The NABL consultant firm will also be responsible for rendering of advisory services as and when required by SSS-NIBE, strictly adhering to all terms and conditions of the subject tender and contract agreement being executed.
3. **Terms of Payment:** Payment will be made subject to certificate of satisfactory services from the user R& D laboratories/ departments and as per the payment schedule mentioned below:

| Sl. No. | Work                                                         | Payments Terms               |
|---------|--------------------------------------------------------------|------------------------------|
| 1       | Documentation for ISO17025:2017                              | 20 % of the total work value |
| 2       | Training                                                     | 20 % of the total work value |
| 3       | Implementation & Maintenance for ISO17025:2017               | 20 % of the total work value |
| 4       | Guidance to apply for NABL Application & Final Accreditation | 40 % of the total work value |

**Note:** Local transportation, boarding, food and lodging will be borne by the consulting firm, to whom the work will be allotted.

4. **Confidentiality:** NABL Consultant shall during the tenure of the Contract and at any time thereafter keep all information relating to the work in full confidence and shall not, unless so authorized in writing by SSS-NIBE, divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through its consultant or personnel or agents.
- 5. Code of Integrity for Centre of Public Procurement Portal (CIPP):**
- i. The bidders must abide by the following Code of Integrity for Public Procurement (CIPP). Similarly, the bidders should be asked to sign a declaration about a bidding by a Code of Integrity for Public Procurement in registration applications and in bid documents. In case of any transgression of this code, its name is not only liable to be removed from the list of registered Bidders, but it would be liable for other

punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on. (Rule 175(i) of GFR2017).

- ii. The bidders should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

6. **“Corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefits, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
7. **“Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender processor to secure a contractor in execution of the contract;
8. **“Anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act 2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
9. **“Coercive practice”**: harming or threatening to harm persons or their property to influence their participation in the procurement processor affect the execution of a contract;
10. **“Conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and
11. **“Obstructive practice”**: materially impede the investigation by the Procuring Entity into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the rights of the Procuring Entity to audit or access to information;
12. **“Obligations for Proactive Disclosures”**:
  - i. The bidders are obliged under Code of Integrity for Public Procurement to *suomoto* proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity;

- ii. The bidders must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity during the last three years or of being debarred by any other Procuring Entity including the R & D Labs/Institutes. Failure to do so would amount to violation of this code of integrity;
- iii. To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest may be evaluated and mitigation steps, if possible, may be taken by the Procuring Entity. Similarly voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.

### **13. "Punitive Provisions":**

- I. Without prejudice to and in addition to the rights of the Procuring Entity to other penal provisions as per the bid documents or contract, if the Procuring Entity comes to a conclusion that a (prospective) bidder directly or through an agent, has violated this code of integrity in competing for the contractor in executing a contract, the Procuring Entity may take appropriate measures including one or more of the following:
  - (a) if his bids are under consideration in any procurement
    - i. Forfeiture or encashment of bid security;
    - ii. Calling off of any pre-contract negotiations; and
    - iii. Rejection and exclusion of the bidder from the procurement process.
  - (b) if a contract has already been awarded
    - i. Cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity.
    - ii. Forfeiture or encashment of any other security or bond relating to the procurement;
    - iii. Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest thereon, at the prevailing rate.
  - (c) Provisions in addition to above :
    - i. Removal from the list of registered Bidders and banning/debarment of the bidder from participation in future procurements of the Procuring Entity for a period not less than one year;
    - ii. In case of anti-competitive practices, information for further processing may be filed under a signature of the Director of the SSS-NIBE, with the Competition Commission of India;
    - iii. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.
- II. Promise on the part of bidders not to offer any benefit to the employees of the Procuring Entity not available legally and also not to commit any offence under Prevention of Corruption Act, 1988 or Indian Penal Code 1860.

- III. Promise on the part of bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts; etc.
- IV. Undertaking (as part of Fall Clause) by the bidders that they have not and will not provide same service at prices lower than the bid price;
- V. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary; Bidders to disclose any past transgressions committed over the specified period with any other company in India or Abroad that may impinge on the anti-corruption principle.

14. **Settlement of Disputes:** The SSS-NIBE and the Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between the parties or in connection with the Contract.

If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the SSS-NIBE or the Bidder may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the job/ service under the Contract.

The dispute settlement mechanism/arbitration proceedings shall be concluded as under:

- (a) If any dispute or difference arises between the parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this Agreement, such disputes or differences shall be referred to an Arbitral Bench consisting of three Arbitrators, one each to be appointed by each party and the two Arbitrators shall appoint a third Arbitrator who shall be the presiding Arbitrator. A reference to the Arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act 1996 and the rules framed there under for the time being in force. Each party shall bear and pay its own cost of the arbitration proceedings unless the Arbitrators otherwise decides in the Award. The venue of arbitration should be the place from where the contract has been issued i.e. SSS-NIBE.
- (b) Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.

**15. Applicable Law: The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of Jurisdiction from where the Work Order has been issued i.e. SSS-NIBE.**

**Note:** No changes in the price quoted shall be permitted after the work order has been issued except on account of statutory variations. No variation or modification in the terms of the contract shall be made except by written amendment signed by both the parties.

**16. Termination for Default:**

- I. The SSS-NIBE may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part.
  - a) If the Bidder fails to deliver any or all of the service within the period(s) specified in the contract, or within any extension thereof granted by the SSS-NIBE pursuant to contract on Extension of Time; or
  - b) If the Bidder fails to perform any other obligation(s) under the Contract.
  - c) If the Bidder in the judgment of the SSS-NIBE has engaged in corrupt or fraudulent to collusive or coercive practices etc. as defined in CONTRACT TERMS Clause on Code of Integrity in competing for or in executing the Contract.
- II. In the event the SSS-NIBE terminates the contract in whole or in part, it may take recourse to any one or more of the following action:
  - a) The SSS-NIBE may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the Bidder shall be liable for all available actions against it in terms of the contract.
  - b) However, the Bidder shall continue to perform the contract to the extent not terminated.

**17. Force Majeure:**

- a) Notwithstanding the provisions of CONTRACT TERMS Clauses relating to extension of time and Termination for Default, the Bidder shall not be liable for termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Bidder. Such events may include, but not be limited to, acts of the SSS-NIBE in its sovereign capacity, wars or revolutions, fires, floods, epidemics, pandemic, quarantine restrictions and freight embargoes.
- c) If a Force Majeure situation arises, the Bidder shall promptly notify the SSS-NIBE



in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the SSS-NIBE in writing, the Bidder 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.

- d) If the performance in whole or in part or any obligations under the contract is Prevented or delayed by any reason of Force Majeure for a period exceeding 60 (sixty) days, either party may at its option terminate the contract without any financial repercussions on either side.

#### **18. Termination for Insolvency:**

The SSS-NIBE may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the SSS-NIBE.

#### **19. Termination for Convenience:**

- i. The SSS-NIBE, by written notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the SSS-NIBE's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Either party can exit from the contract after giving one month notice before the termination.
- iii. The service that is complete and ready shall be accepted by the SSS-NIBE at the Contract terms and charge. For the remaining service, the SSS-NIBE may elect:
  - a) To have any portion completed and delivered at the Contract terms and prices; and/or
  - b) To cancel the remainder and pay to the Bidder an agreed amount for partially completed service and any job previously procured by the Bidder.
- iv. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

#### **20. Discretion:**

The Director General, SSS-NIBE, reserves the right to accept/reject any or all e-tenders either in part or in full or to split the order without assigning any reasons there for which will be binding and acceptable to all participating bidders. Director General, SSS-NIBE reserves the right to reduce / enhance the period of assignment without assigning any reasons.

**Undertaking**

I \_\_\_\_\_, hereby declare that I am a qualified bidder as per the terms and conditions of this tender and I'll abide by them including Code of Integrity stipulated in the tender document and accept the punitive measures on its violation.

**TECHNICAL BID**

**ELIGIBILITY CRITERIA / COMPLIANCE STATEMENT**

**Tender No.**

**Dated:**

| Sl. No. | Specifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Compliance<br>Please write (Yes/No) | Remarks |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------|
| 1.      | Brief description of bidder's organization is to be attached/ uploaded.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |         |
| 2.      | Company Registration Certificate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                     |         |
| 3.      | PAN Card                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                     |         |
| 4.      | GST Registration certificate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                     |         |
| 5.      | Profit and Loss statement, Audited annual statement of accounts of (2017-18, 2018-19 & 2019-20), in proof of having a minimum annual turnover of Rs. 25.00 Lakhs per annum. (upload scanned copy)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                     |         |
| 6.      | Filled Income Tax Return(s) of the last three financial years. (upload scanned copy)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                     |         |
| 7.      | The NABL consultant firm should have been approved by the QCI, India or should have qualified Lead Assessor's on ISO 17025:2017 for dealing with NABL Accreditation/ certification work                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                     |         |
| 8.      | <p>Past work experience in brief along with the current assignments handled especially mentioning the major clients (not less than five). Bidders are required to confirm the fulfillment of the evaluation criteria in the following areas:</p> <p>(A) Bidder shall demonstrate and should have work experience certificates, contract orders and completion certificates of their existence in the NABL consultancy services for the last 3 (three) years.</p> <p>(B) Bidder shall preferably demonstrate similar experience of rendering consultancy services in the area of NABL Accreditation &amp; certification of R&amp;D/ PSU/ State/Central government organizations during the last three financial years. (upload relevant scanned copies)</p> |                                     |         |
| 9.      | Major clients served by the bidder organization in the past along with the present assignments enlisting the nature of work, copies of work/contract order, details of references, work experience certificate, work completion certificates. (upload scanned copy)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                     |         |

| 10.          | Brief detail of qualified professionals employed by the bidder organization along with complete detail of team members proposed for SSS-NIBE assignment including their name, experience, profile, specialization etc. keeping in view the requirement mentioned in bid evaluation criteria are required to be furnished by the bidder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                    |                          |                    |  |  |  |  |  |  |  |  |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------------|--------------------|--|--|--|--|--|--|--|--|
| 11.          | <p>For the execution of SSS-NIBE assignment, the bidders are required to furnish a <b>Work Plan</b> for effective execution of the assignment after clear understanding of the requirement keeping in view the Evaluation Criteria prescribed in the tender document. The details of team members proposed for SSS-NIBE assignment is to be provided as below:</p> <table border="1" data-bbox="268 853 879 1032"> <thead> <tr> <th data-bbox="268 853 440 936">Name of Team</th> <th data-bbox="440 853 667 936">Level in the Bidder org.</th> <th data-bbox="667 853 879 936">Post Qualification</th> </tr> </thead> <tbody> <tr> <td data-bbox="268 936 440 987"></td> <td data-bbox="440 936 667 987"></td> <td data-bbox="667 936 879 987"></td> </tr> <tr> <td data-bbox="268 987 440 1032"></td> <td data-bbox="440 987 667 1032"></td> <td data-bbox="667 987 879 1032"></td> </tr> </tbody> </table> <p>Resume of the proposed team members should also be attached separately clearly indicating their name, qualification (with year/date of passing), experience, contact details etc.<br/>(upload relevant scanned copies)</p> | Name of Team       | Level in the Bidder org. | Post Qualification |  |  |  |  |  |  |  |  |
| Name of Team | Level in the Bidder org.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Post Qualification |                          |                    |  |  |  |  |  |  |  |  |
|              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                    |                          |                    |  |  |  |  |  |  |  |  |
|              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                    |                          |                    |  |  |  |  |  |  |  |  |
| 12.          | The team members must be promptly available for the assignment as and when required.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                    |                          |                    |  |  |  |  |  |  |  |  |
| 13.          | Performance Sheet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                    |                          |                    |  |  |  |  |  |  |  |  |
| 14.          | Certificate of not to be in blacklist by any organization during the last five years                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                    |                          |                    |  |  |  |  |  |  |  |  |
| 15.          | Certificate for Starts-ups/MSEs/ Make in India (if any) to be provided                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                    |                          |                    |  |  |  |  |  |  |  |  |
| 16.          | The bidders have to certify the rates quoted by them are the same and not higher than those quoted with other R&D labs/Instt., Govt., Public sector or Private Organizations etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                    |                          |                    |  |  |  |  |  |  |  |  |
| 17.          | Undertaking Submitted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    |                          |                    |  |  |  |  |  |  |  |  |

**FINANCIAL BID**

**Tender No.**

**Dated:**

Total Charges : \_\_\_\_\_ exclusive of all taxes

Exact Taxes Rate : \_\_\_\_\_ % extra

Validity of Offer / Quotation : \_\_\_\_\_

Payment Terms : Within 30 days of completion of Phases/ Activity/ Job against satisfactory reports by User department/ Indentor on reverse side of the Bill.

Note: Also, refer terms of payment given at Point 3 of Terms and Condition.