

TENDER NOTICE

**SELECTION OF CONSULTANT/CONSULTANCY
FIRM**

**NABL ACCREDITATION OF THE
MOLECULAR ADVANCED DIAGNOSTIC FACILITY**

AT

INSTITUTE OF ADVANCED VIROLOGY

Tender No. IAV/209/Admn/2022

Dated: 26 September 2022

Institute of Advanced Virology, an autonomous institution under Science & Technology Department, Government of Kerala invites tenders in **two bid system** from agencies/consultants towards under given works:

Sl	Particulars	Details
1.	Name of work	Consultancy services for NABL accreditation of the Molecular Advanced Diagnostic Facility
2	Nature of Work	Consultancy Services
3	Total time allowed for completion of the project	12 months from the date of award of consultancy
4	Address for submission of tenders	Director Institute of Advanced Virology Bio 360 Life Sciences Park, Thonnakkal, Thiruvananthapuram, Kerala-695317 Contact:0471-2996687, E-mail: info@iav.res.in Website: www.iav.kerala.gov.in
4	Earnest Money Deposit	Rs.10,000/- (Rupees Ten thousand only)
5	Last date & time for submission of tenders (Technical bid and Financial Bid is to be submitted in separate sealed covers).	17/10/2022 13.00 Hrs
6	Date and time for opening of Technical Bids.	17/10/2022 15.00 Hrs

Sd/-

Director

Institute of Advanced Virology

SECTION I

GENERAL INFORMATION

PRE-QUALIFICATION REQUIREMENT

The consultant/firm/agency shall have minimum **three year's** experience in preparing diagnostic laboratories, establishing quality management system, documentation and other related expertise in obtaining NABL accreditation.

DOCUMENTS TO BE SUBMITTED ALONGWITH THE BIDS

- (a) Details of the diagnostic laboratories operated by the firm.
- (b) Documents to prove the sought expertise as consultant in NABL accreditation activities.
- (c) Details of expertise/manpower available to execute the work for which consultancy is being sought.
- (d) EMD for Rs.10000/- (Rupees Ten thousand only) to be submitted as DD in favour of Director, Institute of Advanced Virology to be payable at Thiruvananthapuram. (Tenders without EMD will not be considered for evaluation).

SECTION II

SCOPE OF WORK

All the works related to consultancy services for preparing the Advanced Molecular Diagnostic Facility at the Institute of Advanced Virology, establishing the quality management system, training of manpower, documentation, arrangement for audit and liaison with NABL authorities and all other works related till obtaining the NABL accreditation. The detailed scope of services expected from the consultant/consultancy firm is as follows:

Stage I

- ❖ Visit the lab and make a gap analysis report.
- ❖ Review of existing process flow and provide the technical recommendation on modification of process flow (wherever required), modification of infrastructure etc. as per the NABL standards.
- ❖ Evaluation of the existing manpower and recommendations for additional requirements of manpower, if any.
- ❖ Review the availability of the testing/diagnostic equipment as per NABL standards and support in identification of additional requirements, if any.

- ❖ Review of documents/technical literature received from equipment suppliers and confirm that the same are as per the NABL standards.
- ❖ Ensure calibration status of diagnostic equipments as per NABL requirement and make recommendations for corrective measures to be carried out, if any.
- ❖ Preparation of quality management system documents, quality manual, quality system procedure, SOP for technical processes etc.
- ❖ Guidance on preparation of various registers, files, protocols etc. as per NABL requirement.
- ❖ Periodic visits to the lab for ensuring that activities are in line with the requirements/standards prescribed by NABL.
- ❖ Technical training for team members, review on software, IT systems, equipment interfacing and recommendations for upgradation as per requirement.
- ❖ Finalising the process flow and activities from sample accession to reporting and supervision in trial runs.
- ❖ Finalising the tests/ parameters for the accreditation purpose in coordination with the Institute.

Stage II

- ❖ Application filing and support in coordination for the assessment/audit by NABL assessors.
- ❖ Final review of all documents, files, registers before submission to NABL.
- ❖ Coordinate for inter-laboratory comparison, external quality assessment (EQA) and proficiency testing (PT)

Stage III

- ❖ Support the institute to make arrangements for the audit, conducting mock audit and training to implement the corrective actions.
- ❖ Support the institute in timely closure of any non-compliance identified during audit and coordination for receipt of NABL accreditation.
- ❖ Any other matter which are not explicitly mentioned above but which may require/arise during the process of NABL accreditation.
- ❖ Obtaining of final accreditation by the NABL

SECTION III

GENEARL TERMS AND CONDITIONS

1. Any other works/services, which are generally provided as part of the consultancy and is not explicitly mentioned above has to be provided by the CONSULTANT/CONSULTANCY FIRM at no extra costs.

2. The CONSULTANT/CONSULTANCY FIRM should associate with the Institute till completion of work and obtaining the NABL accreditation. The CONSULTANT/CONSULTANCY FIRM should strive to complete the works in the prescribed time period.

3. The details of work given above are illustrative in nature and are not exhaustive. CONSULTANT/CONSULTANCY FIRM has to consider other incidental works which may arise in the course of execution within the agreed rates and no additional charges will be paid over and above the agreed rates. The CONSULTANT/CONSULTANCY FIRM is advised to conduct the site visit, assess the job requirement, local conditions and all other conditions appertaining there to before submitting the proposal.

4. The payment of CONSULTANCY FEES shall be made only on completion of each stage as follows:

Stage I	-	25% of the agreed consultancy charges
Stage II	-	25% of the agreed consultancy charges
Stage III	-	50% of the agreed consultancy charges

5. In case of project is cancelled/withdrawn (due to any reason/circumstances) before award of work order, no amount will be paid as CONSULTANT/CONSULTANCY FIRM charges.

6. The following terms shall have the meaning hereby assigned to them except where the context requires otherwise:

i. "INSTITUTE" shall mean Institute of Advanced Virology (in short IAV) with its registered office at Bio 360 Life Sciences Park, Thonnakkal P.O, Thiruvananthapuram, Kerala – 695317 and includes the duly authorized representative of the Institute or any other person empowered in this behalf by the Institute to discharge all or any of its functions

ii. "CONSULTANT/CONSULTANCY FIRM" shall mean the individual, or firm or Company who enters into this Contract with IAV and shall include their executors, administrators, successors and assigns.

iii. "SITE" shall mean the place or places or location, as specified in the contract, at which the work is to be delivered and services are to be performed as per the specifications prescribed in the contract

iv. The "CONTRACT" or "CONTRACT DOCUMENT" shall mean the notice inviting the tender, the tender and acceptance thereof and the formal agreement, if any, executed between the Institute and the CONSULTANT/CONSULTANCY FIRM together with the documents referred to therein including the work order, LoA, the accepted appendices of rates, Schedules of Quantities (if any), General Terms and Conditions of Contract, Special Conditions of Contract, Instructions to Firm, the drawings, the Technical Specifications and the Special Specifications (if any).

v. Any conditions or terms stipulated by the firm in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by IAV and incorporated in the agreement.

vi. "TENDER SPECIFICATIONS" shall mean the Scope of Work, Special Instructions / Conditions, Technical specifications/requirement, Appendices, Site Information and drawings pertaining to the work and any other relevant reference in the Tender Document for which the CONSULTANT/CONSULTANCY FIRM are required to submit their offer.

vii. "APPROVED" "DIRECTED" or "INSTRUCTED" shall mean approved, directed are instructed by IAV.

viii. "SINGULAR AND PLURAL" etc. words carrying singular number shall also include plural and vice versa, where the context so requires. Words imparting masculine gender shall be taken to include the feminine gender and words imparting persons shall include any Institute or Association or Body or Individuals, whether incorporated or not.

ix. "VALIDITY OF THE CONTRACT": The contract will remain valid till the date specified in the contract after considering time extension(s), if any granted by the Institute to the Firm. Where validity date is not specified, the contract will remain valid till all the activities specified therein are completed in all respects to the satisfaction of IAV or where the Institute has decided to modify (increase/reduce) the scope of work, on completion of such modified scope of work to the complete satisfaction of IAV.

x. "COMPLETION OF THE CONTRACT": The contract will be treated as complete on full and final settlement by IAV of all bills / invoices raised under the contract by the Firm with no claim on either side.

7. ISSUE OF NOTICE: The CONSULTANT/CONSULTANCY FIRM shall furnish the name, designation and addresses of their authorized official/executive/office. All complaints, notices, communications and references shall be deemed to have been duly given to the /CONSULTANCY FIRM , if delivered to the CONSULTANT/CONSULTANCY FIRM or his authorized agent/representative through any mode (e-mail, telegram, fax, letter by courier, ordinary post/registered post/hand delivery/SMS/Whatsapp or by any other means of communication).

8. COMMENCEMENT OF WORK: The CONSULTANT/CONSULTANCY FIRM shall commence the work on specific intimation from IAV in writing or the time indicated in the LoA and shall proceed with the same with due expedition without delay. If the CONSULTANT/CONSULTANCY FIRM fails to commence the work as per the terms of Order/Contract, IAV, at its sole discretion will have the right to cancel the Order/Contract.

9. DISCREPANCY AND CONTRADICTION

a. The several documents forming the contract are to be taken as mutually explanatory of one another.

b. In case if the contradiction in the Tender terms and conditions could not be resolved on the above basis, Director, IAV or his authorized representative shall be the deciding authority with regard to intention of the contract.

10. INVOICES AND PAYMENTS

a. No advance will be paid. The actual payment to be made to firm will be based on verification of invoices and as per the agreed schedule on recommendation by IAV representative. Payment would be made based on actual work completed by firm and certified by IAV representative.

b. Payment will be made online through NEFT/RTGS to the firm's bank account within the period agreed as per the contract.

c. The firm will be required to raise the GST compliant invoice for the services rendered according to the explicitly agreed rates and payment terms of the contract.

d. In case of LD recovery, the applicable GST shall also be recoverable from the firm.

e. TDS under GST (if/ as & when applicable) shall be deducted at applicable rates on gross invoice value from the running bills

f. Any new taxes during the execution including extension of contract, if any, shall have to be borne by the firm. Quoted/accepted rates/price shall be inclusive of all such requirements.

11. BID VALIDITY: The bid shall be valid and open for the acceptance of the Competent Authority of IAV for a period of 3 months from the date of opening of the tenders and no request for any variation in quoted rates and/withdrawal of tender on any ground by successful CONSULTANT/CONSULTANCY FIRM shall be entertained. The contract term including rate quoted by CONSULTANT/CONSULTANCY FIRM shall be valid and firm till completion of entire job in all respect.

12. TAXES & DUTIES

a. All taxes and duties including Charges, Royalties, any State or Central Levy, Cess by whatever name called for the execution of work applicable are included in the quoted price. GST & applicable Cess, if any, will be payable extra as enumerated in payment terms.

b. TDS under Income Tax Act shall be deducted at applicable rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.

13. RISK PURCHASE:

a. IAV reserves to itself the following rights in respect of this Contract without entitling the CONSULTANT/CONSULTANCY FIRM for any compensation.

b. If at any time during the validity of the contract, the CONSULTANT/CONSULTANCY FIRM fails to render all or any of the services required under the scope of work of the contract satisfactorily in the opinion of IAV, whose decision shall be final and binding on the CONSULTANT/CONSULTANCY FIRM, IAV reserves the right to get the work done by other parties or departmentally at the risk and cost of the CONSULTANT/CONSULTANCY FIRM and also forfeit the security deposit.

c. To recover any moneys due from the CONSULTANT/CONSULTANCY FIRM, from any money due to the CONSULTANT/CONSULTANCY FIRM under this or any other contract or from the Security Deposit.

d. To claim compensation for losses sustained including IAV's supervision charges & overheads in case of termination of contract.

14. OBSERVANCE OF LOCAL LAWS:

- a. The CONSULTANT/CONSULTANCY FIRM shall comply with all the local laws, statutory rules and regulations etc. The CONSULTANT/CONSULTANCY FIRM shall obtain all necessary permits/approval from the concerned authorities as may be required under law for smooth execution of the Contract.
- b. The /CONSULTANCY FIRM shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges that may be leviable on account of any of the operations connected with the execution of this contract.
- c. The CONSULTANT/CONSULTANCY FIRM shall be responsible for the proper behaviour and observance of all applicable regulations by the staff employed

15. SAFETY OF MEN, EQUIPMENT, MATERIAL & ENVIRONMENT:

- a. All statutory safety rules, codes at site shall be observed by the CONSULTANT/CONSULTANCY FIRM and his workmen without exception. The CONSULTANT/CONSULTANCY FIRM shall be responsible for the safety of the equipment/materials and work to be performed by them.

16. FORCE MAJEURE: The following shall amount to force majeure conditions:

- a. Acts of God, Act of any Government, war, blockades, Sabotage, riots, civil Commotion , insurrection, terrorist acts, acts of Public enemy, Flood, Storms, Washouts, Fire, Explosion, landslides, lightning, Cyclone, Earthquake, epidemics, quarantine restrictions, arrest and restraints of the government, necessity for compliance with any court order, law ordinance or regulations promulgated by any governmental authority having jurisdiction, either federal/state/civil or military, strikes or other industrial disturbances, lockouts and other similar causes/events over which the Firm has no control.
- b. If the CONSULTANT/CONSULTANCY FIRM suffers delay in the due execution of the contract, due to force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time provided notice of the happening of any such cause/event is given by the CONSULTANT/CONSULTANCY FIRM to IAV within 14 days from the date of occurrence thereof.
- c. The CONSULTANT/CONSULTANCY FIRM by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against IAV in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to

exist, and the decision of IAV as to whether the deliveries have been so resumed or not shall be final and conclusive.

d. Force Majeure conditions will apply on both sides.

17. PREVENTION OF CORRUPTION: Canvassing in any form or any attempt to influence directly or indirectly any official of IAV will lead to rejection of the bid.

18. SETTLEMENT OF DISPUTE

a. Except as otherwise specially provided in the Contract, all disputes concerning questions of fact arising under the Contract shall be decided by the Director of IAV subject to a written appeal by the CONSULTANT/CONSULTANCY FIRM to the Director whose decision shall be final to the parties hereto.

b. Any dispute or difference including those considered as such by only one of the parties arising out of or in connection with the Contract shall be to the extent possible settled amicably between the parties.

c. If amicable settlement cannot be reached, then all disputed issues shall be settled by arbitration as provided in clause below.

19. ARBITRATION

a. Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either Party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by the Director, IAV.

b. The arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.

c. Subject as aforesaid, the provisions of Arbitrations and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. The seat of arbitration shall be at Thiruvananthapuram.

d. The cost of arbitration shall be borne as per the award of the Arbitrator.

e. Subject to the arbitration in terms above, the Courts at Thiruvananthapuram shall have exclusive jurisdiction over any matter arising out of or in connection with this contract

f. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the consultant/consultancy firm shall proceed and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either Party in terms of this contract.

20. LAWS GOVERNING THE CONTRACT: The contract shall be governed by the Indian Laws for the time being in force and only courts in Thiruvananthapuram, India shall have jurisdiction over this contract.

21 REQUIREMENTS OF PERFORMANCE.

a. All the permissions and clearances or any other relevant authorization from competent authority shall be obtained by the CONSULTANT/CONSULTANCY FIRM at his own cost. Any contingency arising in this respect shall be the responsibility of the CONSULTANT/CONSULTANCY FIRM. Also, the CONSULTANT/CONSULTANCY FIRM shall be responsible for any mishap, accident enroute and consequences therefore including legal complications, if any.

b. The contract as entered into between IAV and the CONSULTANT/CONSULTANCY FIRM shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the acts or laws governing such activity.

c. The CONSULTANT/CONSULTANCY FIRM shall take all due care for protecting the materials and be responsible for their safe and sound condition during his possession. The CONSULTANT/CONSULTANCY FIRM shall take all due care of consignments, follow instructions given on the package, special instructions if any by supplier while loading/unloading/stowing of the cargo.

d. Any information/documents given to IAV shall not in any way absolve or relieve the CONSULTANT/CONSULTANCY FIRM from any of his obligation, responsibility, or liability as per scope of work.

22. INDEMNITY: The CONSULTANT/CONSULTANCY FIRM shall indemnify and keep indemnified IAV all losses, claims etc. arising out of any of his acts or out of the acts of his agents or associates or servants during the currency of the contract.

23. SECURITY DEPOSIT:

a. Successful firm securing the CONSULTANT/CONSULTANCY FIRM shall submit 5% of the total contract value as security deposit within five days of issue of LOI for the contract by way of Demand Draft/Bank Guarantee from Scheduled Banks/Public Financial Institutions. If the value of work done at any time exceeds the contract value, the amount of Security Deposit shall be correspondingly enhanced and the additional Security Deposit shall be immediately deposited by the Firm or recovered from payment/s due to the Firm.

b. The security deposit shall not carry any interest. Securities / BG's shall be released after Three (3) months of successful execution, completion of the contract and upon fulfilment of contractual obligations as per terms of the contract.

C. IAV reserves the right of forfeiture of Security Deposit in case of non-satisfactory outcome of the jobs

24. DISCREPANCY IN WORDS & FIGURES: QUOTED IN OFFER

a. If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail

d. If there is such discrepancy in an offer, the same shall be conveyed to the firm with target date up to which the firm has to send his acceptance on the above lines and if the firm does not agree to the decision of the purchaser, the bid is liable to be ignored.

25. CANCELLATION OF THE CONTRACT:

a. IAV shall have the right to cancel the contract for unsatisfactory performance i.e. repeated violation/contravention of any of the terms and conditions mentioned herein, assigns or subcontract of services. IAV shall have the right to forfeit the security deposit for poor performance of CONSULTANT/CONSULTANCY FIRM leading to cancellation of contract.

b. If the CONSULTANT/CONSULTANCY FIRM fails improve the performance of the services in spite of instructions or neglects or refuses to observe/performance any of the terms and conditions/obligation of or under the contract ,IAV may without prejudice to any other rights terminate the contract by giving one month's notice in writing and recover from the CONSULTANT/CONSULTANCY FIRM any damage suffered by on account of the failure, negligence, refusal, violation or breach of contract or any part thereof including the amount by which the cost of completion of the work done by any other agency shall exceed the amount payable to the FIRM under the contract.

c. IAV reserves the right to either short close the contract or terminates the contract at its discretion without assigning any reason by giving one month's notice by registered post with acknowledgement due or in person under delivery.

26. INTEGRITY COMMITMENT, PERFORMANCE OF THE CONTRACT AND PUNITIVE ACTION THEREOF:

a. Commitment by IAV: IAV commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. IAV will during the tender process treat all Firm(s) in a transparent and fair manner, and with equity.

b. Commitment by CONSULTANT/CONSULTANCY FIRM:

i. The CONSULTANT/CONSULTANCY FIRM commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

ii. The CONSULTANT/CONSULTANCY FIRM will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ IAV.

iii. The CONSULTANT/CONSULTANCY FIRM will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to IAV

iv. If any CONSULTANT/CONSULTANCY FIRM during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in

India, then, action as decided by the authorities of the Institute will be taken against the defaulters.

27. LICENSE/ PERMISSION/ REGISTRATION:

a. Wherever any Licence /Permission from or Registration with Local or State or Central authorities is required under the above Acts/Law or any other Laws governing the work contracted for, the CONSULTANT/CONSULTANCY FIRM shall at his own cost arrange for such Licence/Permission/ Registration. CONSULTANT/CONSULTANCY FIRM shall also be liable for producing for inspection such certificates and licenses as may be required by the Local/State/Central Authorities or IAV. The CONSULTANT/CONSULTANCY FIRM shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for vehicles, equipment, employees or workers engaged by him. These charges shall be borne by the CONSULTANT/CONSULTANCY FIRM. No claim or compensation for reimbursements, made against IAV by CONSULTANT/CONSULTANCY FIRM or his associate, agents shall be entertained by IAV for any breach of the provisions/Acts or laws by the CONSULTANT/CONSULTANCY FIRM.

b. In case of Risk Purchase is enforced, The CONSULTANT/CONSULTANCY FIRM will hand over all related documents, NOC etc without any financial bearing to IAV, enabling IAV/IAV nominated firm(s)/consultant/consultancy firm(s) to carry out the work further.

28. TIME LIMIT FOR SUBMISSION OF BILLS

a. The CONSULTANT/CONSULTANCY FIRM shall make a claim for the services rendered under this contract to IAV within (3) Three months of such service. If he does not prefer claim within the said period, he shall be deemed to have waived his right in the respect thereof and shall not be entitled to any payment on account thereof. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

b. No claim in respect of under payment to the CONSULTANT/CONSULTANCY FIRM shall be considered valid or entertained unless a claim in writing is made thereof within (3) Three months from the date on which payment of the original claim thereto was made. Any claim for such under payment, not received within the stipulated period, shall be liable to be summarily rejected by IAV. Nevertheless, the accepting authority on written request can waive off this limitation and allow late submission of bills if the reasons for delay are found convincing and reasonable.

c. However, in case of any specific issue over which the CONSULTANT/CONSULTANCY FIRM had not billed for any particular activity the same can be allowed for payment, subject to with the prior approval of the Director, notwithstanding what has been laid down in the clause on payment. The decision of the Director shall be final and binding on the firm.

29. PROGRESS REPORTING

a. The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which the CONSULTANT/CONSULTANCY FIRM intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippages do not accumulate and effect the overall program.

b. The daily reports shall clearly indicate the work force deployed, category-wise, specifying also the activities in which they are engaged.

c. Progress review meetings will be held at suitable location during which actual progress vis-à-vis scheduled program shall be discussed or actions to be taken for achieving targets. The CONSULTANT/CONSULTANCY FIRM shall constantly update/revise his work program to meet the overall requirement.

d. The CONSULTANT/CONSULTANCY FIRM shall be further responsible for ensuring that suitable steps are taken to meet various targets decided upon such meetings.

e. Successful CONSULTANT/CONSULTANCY FIRM has to provide for electronic/computerized storing and re-production/ printing/plotting of various data, photo, protocols, measurements etc. (as per requirement) and these data are to be handed over to IAV on monthly basis.

f. The CONSULTANT/CONSULTANCY FIRM shall be bound to report progresses to IAV at regular intervals.

30. CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION

a. CONSULTANT/CONSULTANCY FIRM shall not, without Institute's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Institute in connection therewith, to any person other than a person employed by CONSULTANT/CONSULTANCY FIRM in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance

b. CONSULTANT/CONSULTANCY FIRM shall not, without Institute's prior written consent, make use of any document or information provided by the Institute except for purposes of performing the contract.

c. Any document supplied to the CONSULTANT/CONSULTANCY FIRM in relation to the contract other than the Contract itself remain the property of Institute and shall be returned (in all copies) to Institute on completion of work under the Contract. All information obtained by CONSULTANT/CONSULTANCY FIRM in the conduct of operations and the information/drawings/documents provided to the CONSULTANT/CONSULTANCY FIRM shall be considered confidential and shall not be divulged by CONSULTANT/CONSULTANCY FIRM or its employees to anyone other than the Institute's personnel. This obligation of CONSULTANT/CONSULTANCY FIRM shall be in force even after the termination of the contract.

31. VERIFICATION OF DOCUMENTS

a. Tenderers should produce all the original documents and/or any other information on dates as intimated or as and when required by Institute towards finalisation of the contract

b. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Institute in this respect will be final.

c. Any party submitting the false or forged documents may be Black Listed, EMD could be, forfeited, work order could be, cancelled, criminal prosecution or any other action as deemed fit may be initiated.

32. The CONSULTANT/CONSULTANCY FIRM should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this tender. There should be no case (pending and/or convicted) with the Court of Law against the proprietor/Firm/Partner or the Institute.

33. Well trained worker/manpower shall be deployed by consultant/consultancy firm for the specified jobs.

34. Under no circumstances CONSULTANT/CONSULTANCY FIRM is entitled to claim any charges over and above the charges prescribed in the terms of this contract.

SECTION IV

OTHER TERMS AND CONDITIONS

- a. **Turnover:** Average annual financial turnover should be at least 50% of the estimated cost put to tender during the immediate **last three** consecutive financial year ending 31stMarch, 2022. The turnover should be of the Bidding Company and not for Group Company or subsidiary company etc.
- b. **Profit/loss:** The bidder should not have incurred any loss (profit after tax should be positive) in more than Two years in last Five years ending FY 2021-22. This should be duly certified by the Chartered Accountant.
- c. The performance of the bidder for the completed works shall be rated by the Client as satisfactory or above.
- d. The bidder should have sufficient number of technical and administrative employees for the proper execution of contract.
- e. The bidder shall have GST registration. The copy of GST registration shall be submitted.
- f. The bidder should not have been under blacklisting or debarred or penalised from bidding by any government agency or public sector undertaking or judicial authority/arbitration body as on last date of submission of bid. The bidder shall submit the affidavit on a Rs.100/- non judicial stamp paper duly notarized, to this effect, as per prescribed format (Form "C").
- g. Institute of Advanced Virology reserves the right to accept or reject any or all the offers without assigning any reason, No Bidder shall have any cause of action or claim against the Institute of Advanced Virology for rejection of his offers.

SECTION V

PRICE BID

Sl	Description of work	Fees for consultancy services (write both in figures and words)
1	Consultancy service towards obtaining NABL accreditation services for the Advanced Molecular Diagnostic Facility at Institute of Advanced Virology, Bio 360 Life Sciences Park, Thonnakkal, Thiruvananthapuram-695317 (as per the scope of work elaborated in the tender)	

Signature of authorised representative:

Name & Seal of the authorised representative:

Mobile/phone number:

Name and Address of the
CONSULTANT/CONSULTANCY FIRM:

SECTION –VI

Letter of compliance (Firm's Letter Head)

To,

The Director

Institute of Advanced Virology

Bio 360 Life Sciences Park

Thonnakkal P.O, Thiruvananthapuram - 695317

Sub: Letter of compliance for tender _____

Sir,

Having visited the site, ascertained the site conditions and examined the conditions of the tender, we the undersigned, are pleased to submit our bid along with relevant documents.

1. We acknowledge that the Appendix forms an integral part of the Bid.
2. While preparing this Bid, we have gathered our own information and conducted our own inquiry/survey to our satisfaction and we did not rely solely on the information provided in the Bid Documents. We shall not hold IAV responsible on any account in this regard.
3. We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
4. We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
5. I/We authorize Director, IAV or his/her representative to approach individuals, employers, firms and corporation to verify our solvency with the banker, competence, work experience, and general reputation.
6. We undertake, if our Bid is accepted, to commence the works within the stipulated time and to complete the whole of the works comprised in the Contract within the stipulated time calculated from the start date.
7. We are aware that in the event of delay in execution of the Project, beyond the agreed timelines due to reasons attributable to us, liquidated damages shall be recovered from us.
8. Our Bid is valid for your acceptance for a period of (120) ONE HUNDRED AND TWENTY DAYS from the last date of submission of the Bid as per the Bid Documents or any extension thereto.

9. We agree to the General Conditions and Technical Conditions and other terms and conditions mentioned in the tender document for the work mentioned in the heading.
10. We declare that we are not having any Litigation pending / in progress with IAV.
11. We declare that we have not made any suppression of facts for meeting the requirement of eligibility to bid.
12. We declare that the submission of this Bid confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award of this Contract. We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the Bid price does not include any such amount. We acknowledge the right of IAV, if it finds anything to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.
13. We understand that you are not bound to accept the lowest or any Bid you may receive.
14. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.
15. We enclose;
 - a. All documents as per the tender conditions.

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

Dated this.....day of.....**2022**

Signature

Name..... in the capacity of

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

Address

Witness – Signature

Name

Address

Certificate

It is certified that the information given by us towards meeting the requirement of the eligibility to bid are correct. It is also certified that I/We shall be liable to be debarred, disqualified/ cancellation of enlistment in case any information furnished by me/us is found to be incorrect.

Date

Signature of bidder/authorised representative with seal

SECTION VII

Application Form of CONSULTANT/CONSULTANCY FIRM (To be enclosed in technicalbid)

1	Name & address of the Company	
2	Year of Establishment	
3	Type of Ownership (Proprietary or Partnership or Private Limited or Public Limited or any other (specify)	
4	Provide details of Registration Certificate/ Certificate of Incorporation/ Partnership Deed in respect of Partnership Firms	
5	Office address, Name of contact persons Telephone No / Mobile No.& Email Ids	
6	Total Turn Over of the firm/company during FY 2021-22in Rs Lakhs	
7	Net worth (paid up share capital or partnership capital or proprietor capital +Reserves)	
8	Details of authorized signatory: a. Name: b. Designation c. Aadhar No d. Email e. Tel No: f. Mobile g. Fax	

1. The filled up application has to be submitted along with the supporting documents, on or before the due date and Time.
2. All pages of the tender along with the attached documents has to be signed by authorized signatory along with his stamp and seal of the organization.

Date

Signature of bidder/authorised representative with seal

SECTION VIII - Annexures

ANNEXURE I

List of Personnel with Details about their Technical Qualifications, Experience, etc.

Sl	Name of employee	Qualification	Date of joining	Field of Experience	Experience in months	Projects handled with cost

FINANCIAL INFORMATION**Name of bidder:**.....

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

- i) Gross Annual Turnover for last three years ending 31.03.2022

Financial Year	Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet
2019-20	Rs.
2020-21	Rs.
2021-22	Rs.
Average Annual Turnover over the past three years	Rs.

- ii) **Profit / Loss** for last Five years ending 31.03.2022

Financial Information in Rs. Equivalent	For year 2017-18	For year 2018-19	For year 2019-20	For year 2020-21	For year 2021-22
1. Total Assets					
2. Current Assets					
3. Total Liabilities					
4. Current Liabilities					
5. Profit before Tax					
6. Profit after Tax					
7. Net Worth					

Signature of Chartered Accountant with Seal

Signature of Applicant.

FORM - 'B'

DETAILS OF ALL WORKS OF SIMILAR NATURE COMPLETED
DURING THE LAST THREE YEARS ENDING LAST DAY OF THE MONTH PREVIOUS TO
THE ONE IN WHICH TENDERS ARE INVITED

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

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

Copy of work Orders and Completion Certificates of the above works should also be submitted with date of start and completion of project and quality of work.

Signature of Applicant

AFFIDAVIT

(To be prepared in a 100 rupee non-judicial stamp notarized, duly signed and sealed by the authorized signatory)

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that our firm M/s _____ have neither abandoned any contract awarded to us nor such works have been rescinded, during the last five years prior to the date of this application.
3. The undersigned also hereby confirm that M/s _____ have not been under blacklisting or debarred or penalised from bidding by any government agency or public sector undertaking or judicial authority/arbitration body as on last date of submission of bid
4. The undersigned hereby authorize (s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of IAV.
6. The undersigned hereby confirmed that if the work is awarded to us, the work will be executed with utmost quality and in case of any rectification suggested by IAV at any stage of work due to poor quality, the same will be re executed by us at free of cost.
7. The undersigned hereby confirmed that 'The work if awarded to us will be directly executed by us and subcontractors will be employed only for specialized works after getting the concurrence of IAV.
8. The undersigned hereby confirmed that we are not having any Litigation pending / in progress with IAV.
9. The undersigned hereby confirmed that we have not suppressed any fact for being eligible to bid.

Signed by an Authorised Officer of the Firm

UNDERTAKING
(In letter head of bidder)

We do hereby indemnify Institute of Advanced Virology, against all penal action that may be levied/effected by any concerned authority for default in any statutory requirements of the relevant Acts/Laws related to the work of the contractor and will bear the legal charges, if any, and will pay the legal charges/dues directly to the concerned authority.

Signed by an Authorised Officer of the Firm