

<p>भारत सरकार वित्त मन्त्रालय, राजस्व विभाग केन्द्रीय उत्पाद शुल्क एवं सीमा शुल्क बोर्ड केन्द्रीय राजस्व नियन्त्रण प्रयोगशाला हिलसाइड रोड, पूसा, नई दिल्ली- 110012</p>		<p>Government of India Ministry of Finance, Department of Revenue Central Board of Excise & Customs Central Revenues Control Laboratory Hillside Road, Pusa, New Delhi - 110012 Tel.: 011-21520131/25843494; Fax: 011-25843495; Email: dir.crcl-cbec@nic.in Website: http://crcl.gov.in</p>
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**E-TENDER ENQUIRY DOCUMENT(NIT) FOR ENGAGEMENT OF CONSULTANT FOR
NABL ACCREDITATION WORK
IN CENTRAL REVENUES CONTROL LABORATORIES**

NIT e-Tender No. 1/2018 dated 19.04.2018

Period during which the tender enquiry document will be available on official website www.cbec.gov.in , https://eprocure.gov.in , www.crcl.gov.in	From 19.04.2018 to 18.05.2018
Closing date and time for receipt of tenders	18.05.2018 at 1300 hours
Place of receipt of tenders	Online Submission to https://eprocure.gov.in
Address for submission of Tender fee & EMD	Central Revenues Control Laboratory, Hill Side Road, Pusa, New Delhi-110012
Last date of submission of Tender fee & EMD	18.05.2018 at 1300 hours
Time and date of opening of tenders	21.05.2018 at 1500 hours
Place of opening of tenders	Online opening on https://eprocure.gov.in Central Revenues Control Laboratory, Hill Side Road, Pusa, New Delhi-110012

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SECTION I

NOTICE INVITING TENDER THROUGH E-PROCUREMENT

Tender No. 01/2018

Dated: 19.04.2018

- 1.1 For and on behalf of the President of India, Director, Central Revenues Control Laboratory, Hill Side Road, Pusa, New Delhi-110012 invites e-tenders valid up to 120 days from the date of opening of tender, in two parts, namely, (1) Technical Bid and (2) Price Bid from tenderers who meet the qualification criteria laid down in Section-VI for Consultancy (Technical & Management) for obtaining NABL accreditation of their eight (08) Revenue Laboratories namely, 1. CRCL, New Delhi, 2. CH Lab, Kochi, 3. NCH Lab, Mumbai, 4. JNCH Lab, Navi Mumbai, 5. CH Lab Vizag, 6. CH Lab, Kandla, 7. CH Lab, Chennai, 8. C. Ex & Customs Lab, Vadodara including training on ISO: 17025 and all other related activities. The tender enquiry documents will be available on official website (www.cbec.gov.in) and (www.crcl.gov.in) and on (www.eprocure.gov.in) from 19.04.2018 to 18.05.2018. The tenders can be submitted online up to 1300 hours on 18.05.2018. The tenders will be opened online at 1500 hours on 21.05.2018 at Central Revenues Control Laboratory, Hill Side Road, Pusa, New Delhi-110012.
 - 1.2 Details of the services required, eligibility and qualifications to bid and instructions on how to bid and other details are available in the Tender Document which can be downloaded from www.eprocure.gov.in, www.crcl.gov.in or www.cbec.gov.in from 19.04.2018 to 18.05.2018.
 - 1.3 Interested tenderers may download the tender enquiry documents (TED) and submit their tenders online at Central Public Procurement Portal website: <https://eprocure.gov.in/eprocure/app>. The Tenderers are advised to register themselves on the e-procurement portal <https://www.eprocure.gov.in>. DSC of Class 2/Class 3 category issued by a licensed Certifying Authority (CA) needs to be obtained for e-filing on the e-tendering Portal. The concerned website can be accessed for additional information about registration and use of Portal.
 - 1.4 Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousand Only) in the form of Bank Guarantee from a Scheduled Commercial bank (as per the Form-3 attached with the Tender) and a non-refundable Tender fee of Rs.1000/- (Rupees One Thousand only) in the form of account payee demand draft / bankers cheque, drawn on a scheduled commercial bank in India, in favour of "Pay and Accounts Officer, O/o the Pr. Chief Controller of Accounts, Central Board of Excise & Customs" payable at New Delhi, must reach at the address given below by 18.05.2018 at 1300 hrs. Tenderers, however, have to attach scanned copies of EMD & Tender fee along with the Technical bid of their e-tender.
- Chemical Examiner Gr.I,
Central Revenues Control Laboratory,
Hill Side Road, Pusa,
New Delhi-110012
- 1.5 In the event of any of the above mentioned dates being subsequently declared as a holiday /closed day for the Purchaser organisation, the tenders will be opened on the next working day at the appointed time.

- 1.6 The following tenders will be treated as non-responsive and rejected, at the initial stage itself.
- a) Tenders received without Tender fee
 - b) Tenders received without EMD
- 1.7 The undersigned reserves the right to withdraw, modify and/or cancel the tender without assigning any reasons whatsoever.

Sd/-
Director, Central Revenues Control Laboratory
For and on behalf of the President of India
Phone: 011-25847926 Fax: 011-25843495

SECTION - II
GENERAL INSTRUCTIONS TO TENDERERS (GIT)

2.1 Introduction

2.1.1 Director, Central Revenues Control Laboratory for and on behalf of the President of India invites e-tenders from eligible and qualified Tenderers for Consultancy (Technical & Management) for obtaining NABL accreditation of their eight (08) Revenue Laboratories, as per NABL requirements, read with ISO/IEC 17025/2017, as detailed in "Scope of Work", Section-IV and which meet the requirements, technical details, quality assurance, etc. as indicated in "Schedule of Requirements", Section-V and "Qualification Criteria", Section-VI.

2.1.2 This section gives instructions to tenderers regarding preparation and submission of tenders and explains the mode and procedure to be adopted for receipt and opening, scrutiny and evaluation of tenders and subsequent placement of contract.

2.1.3 Failure to provide the required information and/or failure to comply with the instructions in this e tender document or give false/incorrect information may result in rejection of its tender.

2.2 Language of tender

2.2.1 The tender and all subsequent correspondence shall be in English.

2.3 Eligible tenderers

2.3.1 Only tenderers who fulfil the qualification criteria specified in Section-VI are eligible to apply.

2.4 Tendering Expense

2.4.1 The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The Purchaser will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

2.5 Tender Enquiry Documents

2.5.1 In addition to Section I - "Notice Inviting Tender" (NIT), the tender enquiry documents include:

Section II	-	General Instructions to Tenderers (GIT)
Section III	-	General Conditions of Contract (GCC)
Section IV	-	Scope of Work
Section V	-	Schedule of Requirements
Section VI	-	Qualification Criteria
Section VII	-	Methodology & Selection Process
Section VIII	-	Price Bid
Section IX	-	Form 1 - Tender Form
		Form 2 - Self Declaration by the tenderer
		Form 3 - Bank Guarantee (BG) Form for EMD
		Form 4 - BG Form for Performance Security
		Form 5 - Contract Form

2.6 Amendments to Tender Enquiry Documents

2.6.1 The Central Revenues Control Laboratory, New Delhi (hereinafter called "CRCL") may, at any time prior to the deadline for submission of tenders for any reason modify the Tender Documents by issuance of Addenda or Corrigenda. They can be downloaded from the website www.cbec.gov.in; www.crcl.gov.in or www.eprocure.gov.in.

2.6.2 All such amendments shall be binding on the tenderer. The tender Documents shall be deemed to be amended only by way of the amendments mentioned above. Any other communication issued to the tenderers shall not be construed as an amendment to the Tender Documents.

2.7 Documents Comprising the Tender

2.7.1 The Tender shall be submitted online in two covers, First cover will contain Technical Bid and Second cover will contain Price Bid.

2.7.2 Technical Bid i.e. first cover, shall, *inter alia*, contain the following:

- a) Scanned copy of Tender fee.
- b) Scanned copy of Earnest money deposit.
- c) Duly filled-in Tender Form as per Form-1 of Section-IX.
- d) Documentary evidence, establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if it's tender is accepted. The documentary evidence needed to establish the tenderers qualifications shall be:
 - (i) The tenderer has the required technical and financial capability and adequate experience necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section-VI of this document.
- e) Power of Attorney of firm / resolution of Board of Directors of company for person or persons authorized to sign the Tender, if applicable;
- f) Certified published annual reports for the last three years showing the turnover and financial results of the Tenderer.
- g) An undertaking to the effect that the Tenderer has not been banned or suspended from Government transactions due to any reason including corrupt and fraudulent practices.

Please Note –

1. The tender is required to be submitted online by a person having digital signature issued by any Certifying Agency. If the tender submitted by proprietary or partnership firm, all the documents are required to be signed and stamped on every page. In the event of the Tender being submitted by a partnership firm, it should be signed separately by each partner thereof, or in the event of the absence of any partner, it should be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney, duly notarized should be submitted with the Tender, and it should clearly mention the registration/ incorporation particulars of the firm. In the case of a company, the tender should be signed by person(s) authorized by a resolution of the Board of Directors of the Company. A copy of the relevant resolution, certified by the Company Secretary shall be enclosed. Further, in the case of company, Board of Directors needs to authorise individual to obtain digital signature to represent the company. Scanned copy of this authorization is also required to be uploaded.
2. The Tenderers may also enclose with their tenders, technical literature and documents other than requested in tender, as considered necessary by them.

2.7.3 Price bid shall be as per proforma given in Section-VIII of the Tender document. **It shall be ensured that Price bid is only submitted online.**

2.7.4 **Indication of the bid price in the Technical bid directly or indirectly will render the entire bid invalid.**

2.7.5 A tenderer, which does not fulfil any of the above requirements and/ or gives evasive information/ reply against any such requirement, shall be liable to be ignored and rejected.

2.8 **Tender currency**

2.8.1 Remuneration/ Fee may be quoted only in Indian rupees. The costs should be quoted both in figures and in words, in such a way that interpolation is not possible.

2.9 **Terms and Mode of Payment**

2.9.1 The detailed terms and mode of payment shall be as under:

Payment terms

S.No.	Phases of Job completion for release of payment of tenderer	Time Line for NABL accreditation x 08 Revenue Labs (within)	Installments	Payment (in percentage) to be released of the total Quoted Consultancy Charges
2.9.2	After submission of GAP analysis report	30 days	First	12.50
2.9.3	After submission of Draft Quality manual	2 months	Second	12.50
2.9.4	After NABL application	3 months	Third	15
2.9.5	After Pre-Audit by NABL	4 months	Fourth	15
2.9.6	After Final Assessment	6 months	Fifth	15
2.9.7	After receiving Accreditation Certificate	8 months	Sixth	30

2.9.8 No advance payment shall be made.

2.9.9 While claiming payment, the successful tenderer should also certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on his part for claiming that payment has been fulfilled as required under the contract.

2.10 **Earnest Money Deposit (EMD)**

2.10.1 The earnest money is required to protect the Purchaser against the Tenderer's withdrawing or altering its bid during the validity period. Hence EMD amount must accompany with the tender. EMD is required to be submitted at CRCL, Pusa Campus, New Delhi by 1300 hours on 18.05.2018. Scanned copy of EMD is required to be uploaded along with Technical bid.

2.10.2 The tenderers who have been exempted from the payment of EMD as per Govt. of India directives should submit certified copy of GoI's authority for such exemption in lieu of EMD. The relevant certifications should be scanned and uploaded along with the technical

bid. The offers without the relevant certificates would be treated as unresponsive and rejected.

2.10.3 The earnest money shall be furnished in the form of Bank Guarantee as per format given in Form-3 of Section-IX of this document.

2.10.4 The earnest money shall be valid for a period of 30 days beyond the validity period of the tender.

2.10.5 Unsuccessful tenderer's earnest money will be returned, without any interest, to them not later than 30 days after the expiry of the tender validity period. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.

2.10.6 Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful tenderer's earnest money will be forfeited if it fails to furnish the required performance security within the specified period.

2.11 Tender Validity

2.11.1 The tender shall remain valid for acceptance for a period of 120 days (One hundred twenty days) from the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as non-responsive and rejected.

2.11.2 In exceptional cases, the tenderer may be requested to extend the validity of their tenders up to a specified period. The validity period of the EMD shall have to be extended accordingly.

2.12 Instructions on e-tendering

2.12.1 Tender documents may be downloaded from Central Public Procurement Portal (CPPP) website: <https://www.eprocure.gov.in>.

2.12.2 Tender Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.

2.12.3 Tenderers are advised to follow the instructions provided in the "*Instructions to the Tenderers/Contractors for the e-submission of the bids online through the Central Public Procurement Portal for procurement at <https://eprocure.gov.in/eprocure/app>*".

2.12.4 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

2.12.5 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid.

2.12.6 The Tenderer shall submit his technical bid as per the Tender form (Form-1 of Section-IX) along with all necessary enclosures.

2.12.7 The technical bid should not indicate the bid price directly or indirectly. If it is so indicated, the entire bid will be invalid.

2.13. No tender can be withdrawn after the deadline for online submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.

2.14 Opening of e-Tenders

2.14.1 CRCL will open on-line the Technical bids at 1500 hours on 21.05.2018. In case the specified date of tender opening falls on/ is subsequently declared a holiday or closed day for CRCL, the tenders will be opened at the appointed time and place on the next working day.

2.14.2 Physical presence of the bidder at the time of opening of tender will not be essential in the e-tendering process. At the appointed time, the bid openers would open the bids online and the details of technical bids offered by the bidders would be known to all on the CPP Portal.

2.14.3 The first cover, i.e. technical bids will be opened first. These bids will be scrutinized and evaluated with reference to parameters prescribed in the tender document.

2.14.4 The second cover, i.e. price bids of only technically acceptable offers shall be opened and evaluated for the Tenderers whose technical proposals have been found acceptable.

2.15 Basic Principle

2.15.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender enquiry document. Modifications or any new conditions will not be brought in while scrutinizing and evaluating the tenders.

2.15.2 CRCL reserves the right to have the financial and other data /credentials claimed by the tenderer verified independently, if necessary by a third party. If the data/ credentials furnished are found to be incorrect, CRCL will reject the particular Tender summarily. CRCL also reserves the right to reject any Tender submitted by a party if it comes to know *suo moto* of any adverse reports on the financial condition or credentials of the tenderer.

2.16 Preliminary Scrutiny of Tenders

2.16.1 The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements, criteria, conditions, etc. as prescribed in the tender enquiry document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and ignored.

2.16.2 CRCL reserves the right to waive minor deviation, if they do not materially affect the capacity of the bidder to perform the contract.

2.17 Scrutiny & Evaluation of Tender Technical Bids

2.17.1 Tenders of the Tenderers, who do not meet the required qualification criteria prescribed in Section-VI, will be treated as non-responsive and will not be considered further.

2.18 The technical bids will be evaluated to assess the following:

- a) Is the bidder eligible and qualified to submit the tenders?
- b) Does the tender conform to all the Instructions to Tenderers?
- c) Are the services offered as per the Schedule of Requirements, Technical details, Experience, etc.?
- d) Is the bidder capable of providing the requisite services?

2.19 CRCL's Right to accept any Tender and to reject any or All Tenders

- 2.19.1 CRCL reserves the right to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.
- 2.19.2 CRCL reserves the right to disqualify any one or more tenderer on the grounds of national security and public interest.

2.20 Evaluation of Technical and Price bid and Award Criteria

- 2.20.1 Technical bids will be evaluated on the basis of information and data provided in the bids. Technical bids of the Tenderers, who fulfil qualification criteria laid down in Section-VI, shall be evaluated first in terms of requirements/technical details/experience given in Section-IV and Section-V of the tender document.
- 2.20.2 Marks based criteria will be used in evaluation of the technical bids, as provided in clause 7.2, Section-VII. Technical offers of the tenderer in conformity with the requirement, scoring minimum 75 marks out of 100 marks will be considered as technically qualified.

2.21 Price Bid

- 2.21.1 After determining at the technical evaluation stage that the offer is in conformity with the requirement and the offer of the Tenderer is found technically suitable; price bids of the Tenderers, whose technical bids are accepted, shall only be opened. The technically qualified tenderer quoting the lowest rate shall be declared **L1/ Successful Tenderer** and shall be awarded the Contract subject to fulfilling other terms & conditions of the tender and approval of the competent authority.
- 2.21.2 If L1 does not accept the award, the second lowest tenderer (L2) may be given an opportunity to match the L1 price and execute the work. This is notwithstanding such other action that may be taken against the L1 tenderer.

2.22 Notification of Award

- 2.22.1 CRCL will notify the successful tenderer online as well as in writing, by registered / speed post or by fax/ e-mail. The successful tenderer must furnish to CRCL, the performance security within fifteen days from the date of the notification in Form-4 of Section-IX (details of the performance security are in clause 3.2 of Section-III).

2.23 Non-Receipt of Performance Security and Contract by CRCL

- 2.23.1 If the successful tenderer fails to provide performance security within the specified time or fails to sign the contract, his EMD will be forfeited and further actions as deemed necessary by CRCL will be taken against him.

2.24 Miscellaneous

- 2.24.1 The headquarters of CRCL is at New Delhi and remaining laboratories to be accredited are at different locations across the country. The tenderer shall be required to travel to Delhi and such other locations, as per requirement, for meetings, consultation, inspection etc.
- 2.24.2 All correspondence between CRCL and the tenderer shall be privileged. The tenderer shall also be required to maintain absolute confidentiality in respect of all material/ information/ data that may come to his knowledge in the course of his engagement.

2.24.3 The Tenderer shall at all times ensure that there is no Conflict of Interest of this assignment with any other affairs of his.

2.24.4 If the service of the Tenderer, after awarding the contract, at any stage is found unsatisfactory, Director (RL) may terminate the contract without assigning, compensation and notice to the Tenderer.

SECTION - III

GENERAL CONDITIONS OF CONTRACT (GCC)

3.1 Application

3.1.1 The following General Conditions of Contract shall be applicable for this purchase. The indicative Draft Contract is provided in Form-5 of Section-IX of this document.

3.2 Performance Security

3.2.1 The performance security for an amount equal to 5 per cent of the total value of the contract should be paid upfront in respect of contract within 15 days of issue of Notification of Award by CRCL otherwise the contract may be cancelled and EMD will be forfeited. This Security shall remain valid for 10 months from the date of acceptance of the tender.

3.2.2 The Performance security shall be in the form of unconditional irrevocable Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Form-4 of Section-IX of this document.

3.2.3 If the Tenderer fails to fulfil its obligations in terms of the contract, the amount of the performance security shall be payable to CRCL as compensation and CRCL can invoke the said Performance Bank Guarantee.

3.2.4 If any amendment is issued to the contract, the tenderer shall, within fifteen days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

3.2.5 Subject to sub-clause 3.2.4 above, CRCL will release the performance security without any interest to the Supplier on completion of the Supplier's all contractual obligations.

3.3 Services

3.3.1 The successful tenderer shall provide services as detailed in the Schedule of Requirements in Section-V.

3.4 Assignment

3.4.1 The successful tenderer shall not assign to anyone, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with CRCL's prior written permission.

3.5 Delay in the Supplier's performance

3.5.1 The successful tenderer shall perform the services under the contract within the time schedule specified by CRCL in the Schedule of Requirements and as incorporated in the contract.

3.5.2 Any unexcused delay by the successful tenderer in maintaining its contractual obligations towards performance of services shall render the tenderer liable to any or all of the following sanctions:

- i) imposition of liquidated damages,
- ii) forfeiture of its performance security and

iii) termination of the contract for default

3.6 Liquidated damages

3.6.1 Liquidated damage will be charged for every case of delay in completion of job at the rate of 0.5% of the total contract value per case of job per week or part thereof until actual completion of work, subject to a maximum of 10% of the contract value.

3.6.2 If the delay exceeds two months from the scheduled date of completion of assignment, CRCL shall have the right to terminate the contract at the risk and cost of the successful tenderer.

3.6.3 The amount of Liquidated damages may be adjusted or set-off against any sum payable to the successful tenderer under this or any other contract with CRCL.

3.7 Resolution of disputes

3.7.1 In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Department of Revenue, on the recommendation of the Secretary, Department of Legal Affairs ("Law Secretary"), Government of India. The provisions of Arbitration and Conciliation Act, 1996 (No.26 of 1996) shall be applicable to the arbitration. The venue of such arbitration shall be at New Delhi or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "Award"), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

3.7.2 Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

3.8 Applicable Law and Jurisdiction

3.8.1 The contract shall be governed by the laws of India for the time being in force. Subject to clause 3.7 above (Resolution of disputes), the Courts of Delhi shall have exclusive jurisdiction in all matters or disputes arising under or in respect of this contract.

3.9 Termination for default

3.9.1 The CRCL may, without prejudice to any other contractual rights and remedies available to it, by written notice of default sent to the Tenderer, terminate the contract in whole or in part, if the tenderer fails to execute and complete the work related to NABL accreditation or fails to perform any other contractual obligation(s) within the time period specified in the contract, under clause 2.9 of Section -II.

3.9.2 Unless otherwise instructed by CRCL, the tenderer shall continue to perform the contract to the extent not terminated.

SECTION IV

SCOPE OF WORK

4.1 **General**

The activities to be carried out in accordance with the details as under:

- 4.1.1 The consultancy towards acquisition of ISO/IEC 17025:2017 accreditation for eight (8) Revenue Laboratories is required.
- 4.1.2 All work to be done by the Tenderer(hereinafter called Consultant for this Section) shall be in line with NABL requirement.
- 4.1.3 Certificate will be acquired separately for each laboratory.
- 4.1.4 The work of acquisition of ISO/IEC 17025:2017 accreditation will be carried out in 8 months.
- 4.1.5 The Consultant will advise CRCL laboratories, well in advance, about the jobs to be undertaken by outside agencies in connection with the subject acquisition of ISO 17025:2017 accreditation, as required.

The details of works are as given below.

4.2 : PART A : Training			
S.No.	Item of work	Qty	Scope of Item
4.2.1	Providing awareness training to our staff on ISO /IEC 17025:2017 for total 32 officials of 8 labs.The location may be decided as per mutual agreement	8	No. of Days: 4 The programme should be in the form of work shop /seminar to generate awareness of ISO /IEC 17025:2017 for officers and chemists. It would also help them fulfil their roles as members of steering committee in monitoring overall process of system development,implementation and identify a working group to steer the process of system development and implementation in line with NABL requirement.
4.2.2	Providing internal auditor's training based on ISO /IEC 17025 :2017 for total 16 Officers of 8 labs	4	No. of days: 3 <ul style="list-style-type: none">• The objective of the programme shall be to provide training to personnel to become competent internal auditors of ISO /IEC 17025:2017 with international guidelines.• The programme should cover topics such as audit objectives, audit methodology and reporting system as per requirements of ISO /IEC 17025:2017.• In addition to class room and practical training, on the job audit activity exercises shall be carried out so that auditors to be fully familiar with the techniques of auditing.

4.3 : Part B: Consultancy :			
S.No.	Item of Work	Qty	Scope of the Item
4.3.1	Preparation of: Quality Manuals, Management System Procedures (MSP), Formats and SOPs, Registers	8 (1 for each lab)	<ul style="list-style-type: none"> • The Consultant shall act as facilitator in development and approval of documentation suitable to Revenue Laboratories needs for its implementation and meeting requirements of ISO/IEC 17025:2017 • Preparation of Quality Manual which includes description of all elements given in the standard. • Preparation of MSP, Standard Operating Procedures (SOPs) • Framing the formats as per ISO/IEC 17025:2017 requirements. • Existing SOP's and manuals will be provided
4.3.2	Verification of Facilities and personnel	For 8 labs	<p>Guiding for preparation of required documents:</p> <ol style="list-style-type: none"> 1. Verification of measurement/ testing, Calibration traceability according to international standard. 2. Verification of Facilities and personnel. <ul style="list-style-type: none"> • Personnel and Equipment • Accommodation/environment conditions • Test methods and method validation • Sampling and Handling of Samples • Assuring the quality of test results • Reporting of the results
4.3.3	Guiding for implementation of the system to our staff	For 8 labs	<p>Guiding for implementation</p> <ul style="list-style-type: none"> • Management system, Document control • Review of requests, Tenders and contracts • Subcontracting of tests • Purchasing services and supplies • Service to customers, • Complaints and Improvement • Control of non-confirming work • Corrective and preventive action • Control of records

4.4 : Part - C: Auditing			
S.No.	Item of Work	Qty.	Scope of Item
4.4.1	Guiding for Internal Audit, Management review meeting and submission of application	For 8 Labs	<ul style="list-style-type: none"> • Consultant shall guide for conducting internal audit and reporting results • Consultant shall guide when conducting management review meeting and preparation of minutes. • Submission of application for accreditation to NABL • Submission of quality manual to NABL for adequacy by lead assessor • Updating quality manual as suggested by lead

			assessor (NABL)
4.4.2	Pre-assessment audit by NABL	For 8 labs	<ul style="list-style-type: none"> • Consultant shall be present at the time of pre-assessment Audit by accreditation body and guide for closing the observations given by accreditation body. • Submission of any corrective actions to NABL
4.4.3	Final Audit by NABL	For 8 Labs	<ul style="list-style-type: none"> • Consultant shall be present at the time of Final audit by accreditation body and guide for closing the observations given by accreditation body. • Submission of any corrective action to NABL

4.5 :Part -D :

IMPLEMENTATION CHART FOR NABL ACCREDITATION AS PER ISO/IEC 17025:2017 AND RESPONSIBILITY OF CONSULTANT:

Sl.No.	Activity	Responsibility
4.5.1	GAP analysis <ul style="list-style-type: none"> • Suggest infrastructure changes/requirement • Calibration requirement • Documented system design requirement • Any installation requirement of equipment • Any other facility changes requirement 	NABL Committee & Consultant
4.5.2	Documentation preparation (Quality Manual, SOPs and files and formats)	Consultant
4.5.3	Documentation hand over and training for implementation (Quality Manual, SOPs, QMSP and formats)	Consultant
4.5.4	Assist revenue laboratories to acquire inter laboratory comparison test and calibration of equipment & glassware certificates and all documents required for NABL application	Consultant
4.5.5	Undertaking any check to verify testing /calibration capacity of the laboratory & witnessing the testing /calibration/sampling being performed relevant to accreditation.	Consultant
4.5.6	NABL Application preparation & sending application to NABL.	NABL Committee & Consultant
4.5.7	Implementation of quality system	Laboratory personnel & Consultant
4.5.8	Quality system development	Consultant
4.5.9	On-job training for all concerned staff	Consultant
4.5.10	Training on documentation	Consultant
4.5.11	Training on implementation	Consultant
4.5.12	Training on quality control	Consultant
4.5.13	Training on pre-analytical errors	Consultant
4.5.14	Training on document control	Consultant
4.5.15	Monitoring quality system	Consultant
4.5.16	Guiding in Pre-assessment by NABL	Consultant
4.5.17	Closure of non conformance	Consultant
4.5.18	Assist revenue laboratories at the time of final assessment by NABL	Consultant

4.5.19	Obtaining final NABL accreditation for 8 revenue laboratories.	Consultant
4.5.20	Any other jobs which are mentioned as per ISO 17025:2005 but modified in ISO 17025:2017 be completed as per ISO 17025:2017 only	Consultant
4.5.21	Any other jobs relevant for obtaining NABL accreditation for revenue laboratories.	Consultant

SECTION V

SCHEDULE OF REQUIREMENTS

5.1 Location

Location of 8 laboratories proposed for NABL 17025:2017 accreditation and scope of accreditation is given below:

Sl.No.	Laboratory Location	Scope
5.2.1	Central Revenues Control Laboratory Hill Side Road,Pusa,New Delhi	Metal & Pharmaceuticals %Assay, Detection and quantification of banned azo colorants in colored textiles
5.2.2	J.N. Custom House Laboratory, JNCH Custom House, Nhava Sheva	Milk & Milk products, Milk Substitutes
5.2.3	Custom House Laboratory New Custom House, Mumbai	Textiles - Yarn, Fabric % chemical composition, Detection and quantification of banned azo colorants in colored textiles
5.2.4	Custom House Laboratory Custom House, Chennai	Vegetable oil, Detection and quantification of banned azo colorants in colored textiles
5.2.5	Custom House Laboratory, Custom House,Kandla	Vegetable oil, Mineral oil, Detection and quantification of banned azo colorants in colored textiles
5.2.6	Custom House Laboratory Custom House, Visakhapatnam	Vegetable oil, Detection and quantification of banned azo colorants in colored textiles
5.2.7	Custom House Laboratory Custom House, Kochi	Textiles - Yarn, fabric % chemical composition, Detection and quantification of banned azo colorants in colored textiles
5.2.8	Central Excise & Customs Laboratory GST Commissionerate II,Vadodara	Fertilisers, Coal

5.3 Delivery schedule for assignments

The successful tenderer will be engaged for a period of 8 months (maximum). He will be required to complete the assignments within the scheduled time as specified jobwise in sub-clause 2.9.1 under clause 2.9 of Section-II. Extension of delivery schedule, if any, shall be at the sole discretion of Director (RL).

SECTION - VI

QUALIFICATION CRITERIA

6.1 **General**

The tenderer must possess the requisite experience, manpower and capabilities in providing the services necessary to meet the requirements, as described in the tender document. The bids must be complete in all respect and should cover the entire scope of work, as stipulated in the tender document. The invitation for bids (IFB) is open to all bidders who meet the qualifying requirements as given below:

- 6.1.1 The tenderer should have experience in NABL accreditation consultancy work.
- 6.1.2 The tenderer should have carried out similar assignments in chemical testing laboratory for products like fabric, bulk drugs, metals, vegetable oil, fertilisers, milk & milk products, coal and petroleum oil.
- 6.1.3 The tenderer should have sufficient manpower/material/technical resources.
- 6.1.4 The tenderer shall have carried out such work as demonstrated by previous work done successfully.
- 6.1.5 The tenderer should render support/help in implementing/acquiring the Certificate within a specified time frame.

(Please note that tenderers should submit all relevant documents duly self-attested confirming their qualification as per the Qualifying Requirements mentioned in this Section as part of Technical Bid).

6.2 **Technical Bid Requirements:**

S.No	Particulars	Requirements
6.2.1	The tenderer (including Expert/Key personnel to be engaged for accreditation work) must have attended / passed four days course on ISO 17025 conducted by any Govt. Institution as per NABL	The tenderer is required to submit a copy of appropriate certification document issued by Govt. Institution as per NABL
6.2.2	The tenderer must have 5 years of experience in successful NABL Accreditation to at-least five chemical/food testing laboratories through their consultancy	(i) Work order(s) indicating the work experience, period & area of activity. (ii) Submit information on project experience format given below iii) User(s) Performance Certificate
6.2.3	The tenderer must be in possession of valid registration under Income Tax, PAN, Service Tax etc.	Copy of latest Valid Certificate
6.2.4	The tenderer must not be banned or debarred or blacklisted by any State Govt. / Central Govt. / Central or State Govt. Undertakings / Utilities / Private Organizations etc. in the past five years	Self-declaration certificate to be submitted in format given in Section-IX,Form-2
6.2.5	The Bid is to be filed online on e-Portal by Consultant/Consultancy Firm(Single Party)	The tenderer has to submit following documents with the tender.

	only, meeting all the qualifying requirements. (Participation through Joint Venture/ Consortium is NOT allowed)	(i) Constitution or legal status and place of registration etc. (ii) Certificate of Incorporation (iii) Memorandum and Articles of Association. (iv) Written power of attorney/ Board Resolution of the authorized signatory to the bid
6.2.6	The average annual turnover of the tenderer should not be less than Rs. 50 Lacs (Rupees Fifty Lacs Only) during last three (03) financial years. i.e. FY 2014-15, 2015-16 and 2016-17. <i>If the accounts are managed calendar year wise, please provide figures for 2015, 2016 and 2017.</i> The tenderers are to provide the copies of Income Tax Returns for the last three years, Profit & Loss Account details along with Company's Balance sheets duly certified by the auditors for the last three financial years.	The tenderer shall submit audited financial reports certified by Chartered Accountant to reckon the annual financial turnover, in the name of the individual bidder or firm or company in case of bidder is individual (sole Proprietary) or firm or company respectively for the last three financial years. i.e. FY 2014-15, 2015-16 and 2016-17
6.2.7	The Tenderer should accept Tender Terms & Conditions and submit Declaration and Tenderer's Information in Tender Form as per Form-1, Section-IX.	
6.2.8	The tenderer should furnish the following Documentary evidences in support of the QCs as given below:- Copy of contract agreement / work order along with endorsed completion certificate in value issued by the party with whom the contract has been entered for having met the qualifying requirements mentioned in QC.	

6.3 Address of Local Office in New Delhi, (if any) may be furnished.

6.4 CRCL reserves the right to request for any additional information and also reserves the right to reject or accept the bid of any/all tenderers, if in the opinion of CRCL, New Delhi, if the qualifying data is incomplete or the tenderer(s) is/are not found qualified to fulfill the requirements. No communication in this regards shall be entertained by CRCL, New Delhi.

6.5 The tenderers, who have earlier failed to execute the assignments of CRCL and/or blacklisted by CRCL/any of State Govt./Central Govt./Central or State Govt. Undertakings, etc. shall not be eligible to participate in this tender.

SECTION - VII

METHODOLOGY & SELECTION PROCESS

7.1 Methodology and work plan (not more than ten pages) shall be described as below:

- (a) The tenderer will submit its methodology for carrying out of this assignment, outlining its approach toward accomplishing the scope of work as laid down in Section - IV.
- (b) The tenderer will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal.
- (c) The tenderer should specify the sequence and locations of important activities, in carrying out the consultancy services.

Please note: In no case the total time to get NABL certification should exceed 8 (eight) months from the date of award of contract to the successful tenderer. Tenderer is required to complete the assignments within the scheduled time as specified jobwise in sub-clause 2.9.1 under clause 2.9 of Section-II. Extension of delivery schedule, if any, shall be at the sole discretion of Director (RL), as indicated in clause 5.3 of Section-V.

7.2 Technical Bid Evaluation Process

Technical bids will be evaluated on the basis of points scored by the tenderers on each of the criterion as under:

Sl. No.	Criteria	Marking pattern (Points)	Total marks	Remarks
1.	Tenderer must have attended / passed min. four- day course on ISO 17025 conducted by any Govt. Institution as per NABL requirement.	Yes : 15 No : Nil & Not eligible	15	Tenderer is required to submit a copy of appropriate certification document issued by Govt. Institution as per NABL requirement.
2.	Tenderer shall have minimum 5 years of working experience in quality functions including testing and calibration of Chemical Laboratory.	< 5 years : Not eligible 5 years :12.5 6 - 10 years :18 >10 years :25	25	Tenderer is required to submit a self-declaration on taking into account total number of years since the date of incorporation as qualified internal auditor.
3.	Total number of previous consultancy work with respect to ISO 17025 of chemical laboratories taken up by the Tenderer during last 5 (five) years and number of jobs successfully executed	< 5 : Not eligible 5 :15 6 -10 : 20 10-15 : 25 >15 : 30	30	Tenderer is required to submit copies of Work Order/Job-Order with proof of completion of work certification from the Government /organization of repute (i.e. principal employer) & photo copy of related NABL certificate along with the tender document. Tenderer with less

	within stipulated time (i.e. respective period of work).			than 5 successful job executions within stipulated period of work during last five years shall not be eligible.
4.	Number of Expert/ Key personnel, the tenderer proposes to associate with the instant work (if awarded).	$\geq 4 : 15$ $5 - 8 : 20$ $> 8 : 30$	30	Tenderer is required to submit a copy of ISO:17025 certification document issued by Govt. Institution for each of the Expert/ Key personnel to be engaged in work related to NABL accreditation.
	Total		100	

The maximum possible marks, which may be scored by a tenderer are 100. Minimum qualifying marks are 75 out of 100 (i.e. 75 % of the total possible marks). Please note that the financial bid will be opened only of the tenderers scoring minimum qualifying marks as above.

Section VIII

PRICE BID

7.1 Item Name

Providing consultancy for NABL Accreditation work of Central Revenues Control Laboratory (CRCL), New Delhi and 7 other Revenue Laboratories.

7.2 Financial Offer

S.No	Activity	Quote
7.2.1	Brief Description of the work	Providing consultancy for NABL Accreditation work of CRCL, New Delhi and 7 other Revenue Laboratories (Total 8 Laboratories) as per the Scope of Work, Section-IV and Schedule of Requirements, Section-V of the tender
7.2.2	Consultancy charges (In Indian Rupees)[A]	
7.2.3	GST @% (In Indian Rupees) [B]	
7.2.4	Total Consultancy Charges [A + B] (In Indian rupees) (In words)	

NOTE: The charges quoted shall have to be in whole numbers only.

I/ We agree with the payment terms as indicated at clause 2.9 of Section-II of this tender.

Signature of the Tenderer with seal

Place :

Date :

SECTION IX

FORM 1

(e-Tender No. 1/2018 dated 19.04.2018)

TENDER FORM FOR ENGAGEMENT AS NABL CONSULTANT
INCENRAL REVENUES CONTROL LABORATORY, NEW DELHI

(Date and Reference)

To

The Director,
Central Revenues Control Laboratory,
Hill Side Road, IARI,Pusa Campus,
New Delhi -110012

Sub: Appointment of consultant for NABL accreditation of 08 Central Revenues Control Laboratories -reg.

Dear Sir,

Having carefully gone through the above instructions and the TED, I/we, M/s. _____, the tenderer, agree to all the terms and conditions mentioned in them and hereby, submit our proposal for selection as Consultant for (name of the project and work) as per the Schedule requirements, delivery schedule and in conformity with all other conditions in the TED and amendments.

1. Details of the Tenderer (Consultant):

- i) Name:
- ii) Address:
- iii) Telephone Number:
- iv) Email:

2. Number of Experts Available with the Tenderer (Consultant)

S.No	Name & Designation of the expert	Qualification	Experience in years
i)			
ii)			
iii)			
iv)			

Note: Experience & capability should be directly related to accreditation of Chemical /Food Testing Laboratory.

3. Total experience of providing consultancy for NABL Accreditation, in years.

4. Name of Laboratories, who have received NABL Accreditation through the Tenderer during the last 5 years.

S.No	Name & address of the Laboratory	Certificate No.	Date of Award of Certificate	Scope
i)				
ii)				
iii)				
iv)				
v)				

5. Name of the Laboratories to which the tenderer is in process of providing consultancy for acquiring NABL Accreditation. i.e. assignment in hand.

S.No	Name & address of the laboratory	Date of appointment as Consultant	Scope	Time frame as per terms of reference
i)				
ii)				
iii)				

6. Credentials and Profile

- i) Year of Establishment
- ii) Organization Structure (Enclosed as separate sheet)
- iii) Introduction of the tenderer (Consultant/Consultancy Firm), in brief, with areas of activity and area of core expertise
- iv) Tenderer's important achievements in accreditation work handled
- v) Tenderer's Financial Standing (turnover of last 3 years, viz., 2014-15, 2015-16 and 2016-17)
(Please enclose certified published annual reports. If the accounts are managed calendar year wise, please provide figures for 2015, 2016 and 2017.)
- vi) Whether the Tenderer is approved from QCI (Quality Council of India)
- vii) Profile of Key Personnel (Consultants) of the Tenderer [Provide details on parameters given below], like Name, Qualification, Designation, Field of core expertise, Total experience, Period of association with the Firm, languages proficiency and significant achievement.

7. Details of Demand Draft of Rs. 10,000.00 (Rupees Ten Thousand Only) submitted as EMD and Tender Fee of Rs. 1000/-. Please attach scanned copies of EMD & Tender fee along with the Technical bid.

8. Proposed deliverables with time frame, for fulfilling the requirements of NABL Certification from Documentation-Training-Internal Audit-to the award of NABL Certification, are mentioned in the prescribed format, as below:

S.No	Phases of Job completion	Time frame (In months/weeks)
1	GAP analysis report	
2	Draft Quality manual	
3	NABL application	
4	Pre-Audit by NABL	
5	Final Assessment	
6	Receiving Accreditation certificate	
7	Any other activity if required	

9. I/We declare that:

- (a) I/We have examined and have no reservations to the Tender Document, including any Addendum issued by the Authority;
- (b) I/We do not have any conflict of interest in accordance with the Tender Document;
- (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any

agreement entered into with the authority or any other public sector enterprises or any other Government, Central or State; and

(d) I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, coercive practice, undesirable practice or restrictive practice.

10.1 I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the consultant, without incurring any liability to the Tenderer in accordance with the Tender document.

10.2 I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a court of Law or indicted or orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which related to a grave offence that outrages the moral sense of the community.

10.3 I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any of the Government or convicted by a court of Law for any offence committed by us or by any of our Associates.

10.4 I/We further certify that no investigation by a regulatory authority is pending either against us or against our Association or against our CEO or any of our Directors/Managers/Employees.

11. I/We agree and understand that the proposal is subject to the provisions of the Tender document. In no case, shall I/We have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is rejected.

12. I/We agree to keep this offer valid for 120 (one hundred and twenty) days from the date of opening of tenders.

13. I/we, unconditionally accept scope & all terms and conditions of engagement as brought out in tender notice.

14. I/we hereby declare that whatever stated herein above is true and correct and nothing has been hidden or concealed.

NOTE: Price should not be quoted in this part of the tender. Supporting documents (wherever applicable) must be submitted/ enclosed to justify the claim or as a proof.

Yours faithfully,

Signature of the Tenderer with seal

Place :

Date :

PLEASE NOTE THAT IN ANY CASE THE TOTAL TIME TO GET NABL CERTIFICATION SHALL NOT EXCEED 8 MONTHS FROM THE DATE OF AWARD OF ORDER TO THE TENDERER. THE TENDERER SHOULD ADHERE TO JOB-WISE TIMELINE REQUIRED FOR SEEKING NABL ACCREDITATION AS AT CLAUSE 2.9 OF SECTION-II.

This form is to be duly filled up & ink signed by the Tenderer with seal & submitted online along with the Technical bid of tender document.

FORM - 2

**SELF DECLARATION FORMAT
(e-Tender 1/2018 dated 19.04.2018)**

Name of the Tenderer: -----

Tender No: -----

Sir,

i) I/We, the undersigned, do hereby declare that, I/We have never ever been blacklisted and /or there were no debarring actions against us for any default in performance of the contract entrusted to us in any part of India.

ii) In the event of any such information pertaining to the aforesaid matter found at any given point of time either during the course of the contract or at the bidding stage, my bid / contract shall be liable for truncation / cancellation / termination without any notice at the sole discretion of the Director (RL), CRCL, New Delhi.

Yours faithfully,
Signature of the Tenderer with seal

Place :

Date :

FORM - 3

BANK GUARANTEE FORM FOR EMD

To
The President of India
Acting through
The Director (RL), CRCL, C.B.E.C.,
Department of Revenue,
Ministry of Finance, Government of India

Whereas (hereinafter called the "Tenderer") has submitted its quotation dated..... for NABL accreditation of eight Revenue Laboratories (hereinafter called the "tender") against CRCL's tender enquiry No.
Know all persons by these presents that we of (hereinafter called the "Bank") having our registered office at are bound unto Director (RL), Central Revenues Control Laboratory, Hill Side Road, Pusa, New Delhi-110012, C.B.E.C., Department of Revenue, Ministry of Finance, Government of India (hereinafter called the "CRCL") in the sum of for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.
Sealed with the Common Seal of the said Bank this..... day of 20.....

The conditions of this obligation are –

- (1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) fails or refuses to furnish the performance security for the due performance of the contract or
 - b) fails or refuses to accept or execute the contract.

We hereby irrevocably and absolutely undertake to pay immediately the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of thirty days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

This guarantee will not be discharged due to change in the constitution of the bank or the Tenderer.

.....
(Signature of the authorised officer of the Bank)

.....
Name and designation of the officer
.....

Seal, name & address of the Bank and address of the Branch

FORM - 4

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

The President of India,
Acting through The Director,
Central Revenues Control Laboratory,
Hill Side Road, IARI,Pusa Campus,
New Delhi -110012

WHEREAS

(name and address of the Consultant) (hereinafter called the "Consultant") had undertaken in pursuance of contract

No.....

to supply (description of goods and services) (herein after called the "contract").

AND WHEREAS it has been stipulated by you in the said contract that the Consultant shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Consultant such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of

(amount of the guarantee in words and figure), and we undertake to pay you, upon your first written demand declaring the Consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or any of the contract documents which may be made between you and the Consultant shall in any way release us from any liability UNDER this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall not be discharged by any change in our constitution or that of the Tenderer;

The Bank confirms that this Guarantee has been issued with observance of appropriate laws of the country of issue;

The bank guarantee shall not be effected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the guarantor bank or Consultant

The bank further undertakes not to revoke this guarantee during it's currency except with the previous express consent of the Laboratory in writing.

The bank declares that it has the powers to issue this guarantee and discharge obligation contemplated therein, the undersigned is duly authorised and has full power to execute this guarantee for an on behalf of the bank

The Bank also agree that this Guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts at, India.

This guarantee shall be valid until theDay of

(Signature of the authorized office of the Bank)

Name and Designation of the Officer

Seal, Name & Address of the Bank and address of the Bidder

FORM -5

CONTRACT FORM
(Indicative Draft)

Contract No. _____ dated _____

CONTRACT FOR ENGAGING CONSULTANT/CONSULTANCY FIRM for NABL accreditation
of 8 Revenue laboratories.

This contract for **engaging Consultant/Consultancy Firm for NABL accreditation of 8 Revenue Laboratories** is made on this ___ day of ___ 2018 between _____ [hereinafter referred to as Consultant] on the one part and the President of India acting through the Director, Central Revenues Control Laboratory, Pusa, New Delhi (hereafter referred to as the CRCL) which shall include his successors in the office and assigns) on the other part.

2. Whereas a Tender NIT No. 1/2018 dated 19.04.2018 had been floated on behalf of the CRCL and the Consultant had submitted a tender in response and has been awarded the contract vide F. No. _____ dated _____, it is hereby, agreed that the Consultant will undertake NABL accreditation of 8 revenue laboratories as per NIT No. 1/2018 dated 19.04.2018.

3. The following documents shall be deemed to form and be read and construed as part of this contract:

- (i) CRCL Tender Enquiry Document NIT No. 1/2018 dated 19.04.2018.
- (ii) Consultant's (Successful Tenderer's) Technical bid dated _____
- (iii) Price bid of the Consultant (Successful Tenderer)
- (iv) General conditions of the Contract, Section-III, Scope of the work, Section-IV, Schedule of Requirements, Section-V, Qualification Criteria in Section-VI, as mentioned in e-tender No. 1/2018 dated 19.04.2018.
- (v) Work order / Notification of Award F. No. _____ dated _____.

4. In addition to above documents, following shall also be deemed to form and be read and construed as part of this contract:

- a) Consultant's letter No. _____ dated _____
- b) CRCL letter F.No. ____ dated _____
- c) _____

(Reference of all correspondence made with the Tenderer with respect to NIT No.1/2018 dated 19.04.2018)

5. Brief particulars of the services

Brief particulars of the NABL accreditation work and services which shall be completed by the Consultant are as under:

Sl.No	Description of Job & Total Charges to be paid	Total Cost (in Rs.)
1	Acquisition of ISO/IEC 17025:2017 accreditation of 8 revenue laboratories	
2	GST charges	
3	Total Charges inclusive of GST	

However during the period of contract for NABL accreditation of 8 revenue laboratories, in case the Consultant executes identical work for any other party at a lower cost, the contract price will be deemed to have been reduced by the difference between the charges offered to the CRCL and to the other party. Any difference in the terms of delivery of assignments shall be duly accounted in the process.

6. **Performance Security**

The Consultant (Successful Tenderer) will furnish 5% of total charges as Performance Security within 15 days of issue of Notification of Award by CRCL as per clause 3.2 of Section - III of e-tender No. 1/2018 dated 19.04.2018.

7. **Payment terms for payment to the Consultant, as provided in clause 2.9 of Section - II shall be as under:**

S.No.	Phases of Job completion for release of payment of Consultant	Time Line for NABL accreditation x 08 Revenue Labs (within)	Installments	Payment (in percentage) to be released of the total Quoted Consultancy Charges
(i)	After submission of GAP analysis report	30 days	First	12.5
(ii)	After submission of Draft Quality manual	2 months	Second	12.5
(iii)	After NABL application	3 months	Third	15
(iv)	After Pre-Audit by NABL	4 months	Fourth	15
(v)	After Final Assessment	6 months	Fifth	15
(vi)	After receiving Accreditation certificate	8 months	Sixth	30

- The amount payable as mentioned above are inclusive of all expenses on account of consultancy services, training, travel, accommodation and any other requirement on the part of the Consultant.
- The bill should be accompanied by the original copy of the invoice from the consignee duly stamped, where necessary & copy of the job completion certificate. The mandate form for providing bank details must be submitted along with the bill for payment through ECS.
- All statutory tax rules will be applicable
- No advance payment will be made in any case.
- The invoice in triplicate duly stamped with details of bank particulars addressed to "The Director, Central Revenues Control Laboratory, Pusa, New Delhi" be submitted for claiming payment.

8. **Paying Authority**

The Director, CRCL, New Delhi shall be the paying authority.

9. **Delivery schedule for assignments**

The Consultant will be engaged for a period of 8 months to obtain NABL accreditation of 8 Revenue Laboratories, as per ISO /IEC 17025:2017 within the timeline as specified in clause 2.91 in Section-II of e-tender No. 1/2018 dated 19.04.2018. **Job-wise timeline required for seeking NABL accreditation, as at para 7 above, should be strictly adhered to.** Extension of delivery schedule, if any, shall be at the sole discretion of Director (RL) as indicated in clause 5.3 of Section-V of e-tender No. 1/2018 dated 19.04.2018.

10. **Liquidated Damages**

If the Consultant fails to complete the work related to NABL accreditation within the time fixed under the contract, CRCL shall deduct Liquidated Damages as per clause 3.6 of Section III of e-tender No. 1/2018 dated 19.04.2018.

11. **Termination of Contract**

The Contract can be terminated in accordance with clause 3.9 of Section III and sub-clause 2.24.4 of Section-II of e-tender No. 1/2018 dated 19.04.2018.

12. Miscellaneous other issues, not mentioned in the contract, shall be governed as per the e-tender No. 1/2018 dated 19.04.2018.

Received and accepted this contract.

(_____) M/s _____ (Sign & Stamp of Consultant) Date: _____ Place: _____	(_____) The Director, Central Revenues Control Laboratory, New Delhi For and on behalf of the President of India
---	---

Witness:

1.

2.

Witness:

1.

2.