

National Centre for Biological Sciences

Tata Institute of fundamental Research

**TENDER FOR**

**Works Contract for Assistance in Operation and general Maintenance (O&M) of Preparative and Analytical Instruments/Equipments Installed at NCBS campus, Bangalore.**

**TECHNICAL BID**

**GENERAL RULES AND DIRECTIONS FOR GUIDANCE OF CONTRACTORS**

**Tender No. NCBS/INS/9/2020-21 Dated: 14/07/2020**

National Centre for Biological Sciences

GKVK Campus, Bellary Road, Bangalore-560065

Website: [www.ncbs.res.in](http://www.ncbs.res.in)

Telephone-080-23666001/67176001

Works Contract for Assistance in Operation and general Maintenance (O&M) of Preparative and Analytical Instruments/Equipments, installed in NCBS campus, Bangalore.

**NCBS Introduction**

The National centre for Biological Sciences is a premier research institute in the field of research in biology. NCBS is a part of the Tata Institute of Fundamental Research under, Grant in Aid institute under Department or Atomic Energy, Government of India.

**Instruction to Bidders**

**Name of Work:** Works Contract for Assistance in Operation and general Maintenance (O&M) of Preparative and Analytical Instruments installed at NCBS campus, Bangalore.

NCBS invites bids in two bid system (Technical & Financial Bid) from experienced and reputed Contractors, agencies/firms engaged in Operation and Maintenance of EPABX System, Telephone Lines, Access control system and Gas lines having minimum of three-year experience in the field, as under: -

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| **Tender No. NCBS/INS/9/2020-21 Dated: 14/07/2020** |
| **Sr. No.** | **Type** | **Description** |
| 1 | Name of Work | Works Contract for Assistance in Operation and general Maintenance (O&M) of Preparatory and Analytical instruments etc. installed at NCBS campus, Bangalore.. |
| 2 | Estimated Value | **19, 93, 000/-** |
| 3 | Earnest Money Deposit (EMD) | **39, 860/-** |
| 4 | Tender Fees | **500/-** |
| 5 | Site Inspection and purchase of tender | **Between 15/07/2020 to 04/08/2020** |
| 6 | Pre Bid Meeting |  **30/07/2020 at 14.30 Hrs** |
| 7 | Last Date of purchasing of tender document | **04/08/2020 at 14.30 Hrs** |
| 8 | Last date and time of submission of electronic bid | **10/08/2020 at 14.00 Hrs** |
| 9 | Opening of Technical bid | **10/08/2020 at 14.30 Hrs** |
| 10 | Opening of Financial Bid | Will be informed |

Sealed tenders are invited in 2 COVER on behalf of Director, NCBS, at office of Head SE&M from experienced venders in Instruments/Equipment. Agency/Contractor who has done similar type of work with proven technical and financial capacity, possessing required infrastructure for the above work only will be considered.

Tender documents consisting scope of work and set of conditions of contract to be complied with by the tenderers whose tender may be accepted can be obtained from the office of the Head-SE&M, NCBS on any working day between 10:00 Hours to 16:00 Hours on payment of Rs.500/- in cash (non-refundable) from **15/07/2020 to 04/08/2020.**

***IMPORTANT NOTE***

All bidders should attend the PRE-BID MEETING on 30/07/2020 **at 14.30 Hrs** in the office of Head-SE&M, NCBS. It is important for the vendor to attend the pre-bid meeting to understand the exact requirements

**TENDER SUBMISSION**

Tenders shall be submitted in two parts simultaneously in separate sealed covers, super scribed as “COVER-I (Technical Bid)” and “COVER-II (Price Bid)”. Both shall have the tender reference number and name of the work clearly written at the top of the cover. The covers shall have the name / seal of the bidder. Tenders will be received up to **10/08/2020 at 14.00 Hrs** at the above address.

COVER-I of the tender will be opened on the same day at 14.30 hrs in the presence of attending tenderers. Opening of COVER-II (Price bid) will be intimated only to those tenderers who are qualified after evaluation of Technical Bid.

**COVER-I shall contain the following**

EMD as specified above in the form of Demand Draft of a scheduled Bank guaranteed by the Reserve Bank of India, in favour of NCBS, Payable at Bangalore. Cash or Cheque or any other mode for the EMD will not be accepted.

A list of works of similar nature and magnitude (One work of value of minimum**Rs.15.94 Lakhs or two works of value of minimum Rs.11.95 Lakhs each or three works of value of minimum Rs. 7.97 Lakhs each) completed in the last 3 years, with proof.**

Proof of technical, financial and organizational competence to execute the work of above nature and magnitude.

List of works on hand and Reference and contact details of similar completed & ongoing works.

Latest work experience certificate with respect to execution of similar works issued by client

**COVER-II- Shall contain the following**

Price bid fully filled, as per the given format

If clarifications are sought by the contractor during the bidding period, the same should be in writing. Both the clarifications from the tenderer and the response to the clarifications from **NCBS** should be in writing and all such correspondences should be enclosed along with **COVER-I**.

Director, **NCBS** does not bind himself to accept the lowest or any other tender, and reserves the authority to reject any or all the tenders or to allot parts of the works to different agencies without assigning any reason thereof.

**NOTE:** Each and every page of the offered bid shall bear the dated signature and seal of the contractor

The tenderers whose offers are found technically acceptable based on the technical evaluation, including, incase found necessary, inspection of works, executed/under execution by them, to ascertain the quality of work, workmanship, work culture etc., would be informed at the time and date of opening of “Price Bid”. **The Price Bid shall contain only priced schedule of quantity in the printed format issued by NCBS**.

The tenderer shall furnish all the documentary proof mentioned above. Any tender which does not fulfil any of the prescribed conditions will be liable to be rejected.

The safety of men, materials and tools used by the contractor towards this work, is wholly the responsibility of the contractor. In no case, **NCBS** will be responsible for the safety of the men, materials and tools used by the contractor.

**Opening of Technical Bids**

Technical bids will be opened on **10/08/2020** **at 14.30 Hrs** by the Tender Committee. NCBS shall evaluate the technical bid to pre-qualify the bidders.

**Opening of Financial Bids**

1. Exact date and time shall be communicated through official E- mail address given in the bid document to the qualified bidders.
2. Conditional bids would be summarily rejected.
3. In case no bid or single bid is received, or any other reason whatsoever, NCBS may at its sole discretion cancel the whole tendering process or extend the last date and time of submission of the bid.
4. Any separately submitted discount letter on the financial price shall not be considered by NCBS and shall be a ground for disqualification. Evaluation of financial bid shall be considered only on the quoted price in the financial bid submitted by the bidders.

**Contact Person**

In case of any query, you may contact any of the following officials:

1. Shri Suresh kumar, Head SE & M at (080-23666430) & E-mail: **sureshk@ncbs.res.in**
2. Shri P C Gautam Scientific Officer F at(08023666066) & E-mail: **pchandra@ncbs.res.in**

**Earnest Money Deposit (EMD)**

Bidder should pay specified amount towards Earnest Money deposit as follows:

1. **Rs. 39,860/- (Rupees Thirty Nine Thousand Eight Hundred Sixty rupees Only)** in the form of Demand Draft/PO drawn on any Nationalized /Schedule bank in favour of “NCBS” Payable at Bangalore.
2. EMD will not carry any interest.
3. EMD will be refunded to the unsuccessful bidders after finalization of the tender and issuing the order EMD.
4. The Earnest Money Deposit submitted by the bidder may be forfeited if,

Successful bidder fails to execute an Agreement within specified time as per intimation/request of the NCBS,

1. Successful Bidder withdraws his tender or backs out after acceptance,
2. Bidder withdraws his tender before the expiry of validity period stipulated in the bidding document,
3. Bidder violates any of the terms and conditions of the tender,
4. Bidder revises any of the items quoted during the validity period,
5. Bidder is found to have indulged in fraudulent practices in the bid submission process.

**Site Inspection**

Before submission of offer, the bidders must inspect the site of work and the environments and be well acquainted with the actual work and other prevalent conditions, facilities available, position of material and labour, means of transport and access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

**Mandatory**

 The service Provider should have the Following qualifications: -

1. Experience in operation, maintenance, supply and installation of Instruments/Equipments.
2. Man power supply experience for Preparative and Analytical Instruments.
3. The service provider should have base in Bangalore.
4. The service provider should be in the field of Instrumentation operations for at least from last 3 years (as on 14/07/2020) (Relevant documents as shall be attached with Technical bid)
5. Service Provider should have its own contract support at Bangalore.

**IMPORTANT NOTE**

1. The bidder shall submit authenticated documentary proof in support of financial turnover certificates/annual audited reports of last 3 years certified by Chartered Accountant. “Similar work” means the Operation and maintenance of Preparative and Analytical Instruments.
2. The bidder shall submit signed of PO Copies/Work order copies/ completion/ performance certificate issued by client in support of satisfactory completion of similar works during the last 5 years.
3. The bidder shall submit signed copy of Tender Acceptance Letter.
4. The bidder should submit signed copy of detailed profile of the Organization, (giving list of works in hand and carried out during the last 5 years, names & addresses of the clients, value of work, number of manpower deployed and such other details in respect of works, along with testimonials and other relevant documents, i.e. Proof of Organization, ESI/PF Registration Code, Company Registration No., GST, ITR and PAN etc.)
5. The bidder should submit signed copy of partnership firm/partnership deed, if any.
6. The Bidder should behaving adequate manpower, technical competence, equipment etc. to smoothly execute the work.
7. The contractor should have a Registered Office/Branch in Bangalore.
8. The contractor should also intimate official E-mail address and telephone no. for all communication in order to avoid loss of time. All communications from NCBS shall be sent by E-mail/speed post.
9. The contractor may also submit ‘Quality Plan’.
10. Integrity Pact (IP) shall also be applicable.
11. Offers of Bidders who are under suspension/banned/black-listed by any PSU/Govt. Department /PSU Banks/Govt. Autonomous bodies or otherwise shall not be considered. Further, if any of the partners/directors of the contractor’s organization /firm is blacklisted or having any criminal case against him, his tender shall not be considered. An Undertaking to this effect should be submitted.
12. NCBS reserves the right to request for any further documents/certificate/clarification from the bidder/contractor relevant to above qualifying criteria and the same must be submitted within stipulated time of receipt of any such communication from NCBS, failing which suitable action shall be taken by NCBS.
13. The contractor should have to signed Bidders Information along with supporting documents.
14. After opening of Technical bids, if a firm/Company fulfils the technical criteria, its financial bid will be opened.
15. Exact date and time for opening of Financial Bids shall be communicated through official E-mail address given by contractor.
16. The bidder may be summarily disqualified in case of non-submission of required documents.

**Contract Period**

 The Contract will be initially for a period of ONE years with a provision of one-year extension subject to evaluation of the performance of service provider/Contractor by NCBS before end of first year contract. The rates for the 2ndyear, if renewed, shall be the prevailing rates of the 1styear quoted by the bidder, however all other terms and conditions will remain unchanged. The performance of the service provider/Contractor will be evaluated every three Months on a continuous basis and the extension /renewal of contract will be based on performance evaluated by NCBS.

**Award of Work**

NCBS reserves the right to split the job into two or more parts and to award the work to separate agencies/bidders subject to the work experience and fulfilment of other terms & conditions and Specifications to the suitability of NCBS.

**Acceptance / Rejection of Bid**

NCBS also reserves the absolute right to reject any or all the Bids at any time solely based on the past unsatisfactory performance by the bidder(s). The opinion/decision of NCBS regarding the same shall be final and conclusive.

**Amendment to Bid documents**

1. At any time prior to the deadline for submission of Bids, NCBS may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum/corrigendum.
2. The corrigendum/amendment will be issued /published on website <http://ncbs.res.in> only. Bidders shall be solely responsible to check the web site for the amendment issued in shape of Corrigendum and/or Addendum up to last date of submission of bid.

**Clarification on Bids**

1. To assist in the examination, evaluation and comparison of the technical bids, NCBS may, at its discretion, ask the Bidder for a clarification on its Bid. No change in price of the Bid shall be sought, offered or permitted. If required, NCBS reserves the right to ask the bidders to submit supplementary documents to support the documents already submitted by the bidder.
2. NCBS reserves the right to conduct joint post bid discussion after opening the technical bids, for clarification on technical bid and may amend the technical bid requirements so as to bring all the bidders on to a common platform. In case of any alteration in the technical bid requirements, all the bidders shall be given equal opportunity to submit supplementary price offers for that item in which alterations have been made. The supplementary offer must indicate the amount which shall be added to or subtracted from the original price offered for that item. Both the original and the supplementary offer shall be evaluated jointly.

**Execution of Contract Agreement**

The successful bidder’s responsibility under this contract commences from the date of issue of the work order by NCBS. The Bidder shall submit an unqualified acceptance to the Work order within the period stipulated therein. The successful bidder shall be required to execute an agreement in the prescribed form, on a non-judicial stamp paper of Rs.100/- within 15 days from the issue of Work Order. The contract agreement shall be signed by a person duly authorized/empowered by the bidder. The bidder shall pay for all stamps duty and legal charges, incidental expenses, if any

**Abnormal Rates**

The bidder is expected to quote rate after careful analysis of cost involved considering all specifications and conditions of contract. In case it is noticed that the rates quoted by the bidder are unusually high or unusually low, it will be a sufficient ground for rejection of the tender unless the reasonableness of the rates is convincing. For scrutiny, the analysis for such rates is to be furnished by the bidder on demand.

Note: The above list of equipment is indicative only. Any equipment/device/wiring/panel etc. which is not indicated in the above list, but forms part of the overall system, shall be deemed to be included in the scope of work. The contractor may inspect the building/premises thoroughly, before quoting for the work. The contractor should physically inspect the entire systems which are to be covered under contract and also to make an assessment of the average consumption of consumables/spares etc., before quoting their rates.

The bidder should physically inspect the entire systems which are to be covered under contract and also to make an assessment of the average consumption of consumables/spares etc., before quoting their rates.

**Shut Downs**

No routine shut down shall be permitted during office hours. The contractor shall be at liberty to carry out maintenance on holidays and after office hours but with prior permission of NCBS.

The contractor shall ensure trouble free and smooth operation and maintenance of the Systems at all times. All complaints have to be attended to, in minimum agreed time, as per industry norms/practice, failing which, NCBS will be at liberty to get the work done on its own/another agency and recover the costs incurred from your running bills/security deposit.

**Dispatch Instructions**

1. The General Conditions of Contract form part of the Tender specifications. All pages of the tender documents shall be duly signed by hand of the authorized representative, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as required in the following pages.
2. Bidders are advised to study all the tender documents carefully. Any submission in tender shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the bidder have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the scope of work or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., bidder shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Bidder’s request for clarification shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the bidder in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.
3. Integrity Pact (IP) shall be applicable for all tenders / contracts as indicated in tender document. This integrity pact shall be issued as part of the Tender documents and shall be submitted by the bidder along with Technical bid duly filled, signed and stamped by the authorized signatory who signs the bid. Only those vendors / bidders who have entered into such an IP with NCBS shall be considered qualified to participate in the bidding. Entering into this pact shall be a preliminary qualification.

**Data to be Enclosed**

1. Full information shall be given by the bidder in respect of the following. Non-submission of this information may lead to rejection of the offer.
2. Income Tax Permanent Account Number: Certified copies of Permanent Account Numbers as allotted by Income Tax Department for the Company/Firm/Individual Partners, Tender Acceptance Letter etc. shall be furnished along with tender.
3. Organization Chart: The organization chart of the bidder’s organization, including names, addresses and contact information of the Directors/Partners may be furnished along with the offer.
4. An attested copy of the Power of Attorney/Authorization letter, in case the tender is signed by an individual other than the sole proprietor.
5. Proof of Turnover
6. Proof of Registration Number for PF, ESI, GST. PAN etc.
7. Evidence of minimum Three years’ experience.
8. In Case of Individual Tender: His /her full name, address and place & nature of business.
9. In Case of Partnership Firm: The names of all the partners and their addresses. A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed.
10. In Case of Companies: Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and Articles of Association are also to be furnished) Nature of business carried on by the company and the provisions of the Memorandum relating thereof.
11. The Contractor should submit details of the terms and conditions of the personnel deployed by him at NCBS. The contractor shall also ensure the police verification of each and every person deployed by him at NCBS. The contractor shall also submit copies of the appointment letters of the personnel deployed at NCBS, at the time of commencement of the contract or whenever change/replacement of any person (s) takes place during the period of the contract. NCBS may ask to furnish the details of personnel deployed by the contractor at any time during the period of contract.

**Language**

1. The bidder shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.
2. All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the bidder.

**Price Discrepancy**

In the case of financial bid opening, if there are differences between the rates given by the bidder in words and figures or in amount worked out by him, the following procedure for evaluation and award shall be followed:

In case of lump-sum price, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.

**Evaluation of Bids**

Technical bids submitted by the bidder will be opened first and evaluated for fulfilling the Pre-qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.

1. In case the same qualifying experience is claimed by more than one agency, then the agency who has executed the work as per documentary evidence submitted shall only be qualified. Scope of qualifying work should be totally with the agency who has executed and in case it is only labour, consumables without tools & plants (T&P), then the responsibility of execution is assigned to the first agency and not to the agency who has executed only as labour supply contractor. Further, NCBS reserves the right to ask for further proofs including submission of TDS certificates for the said job.
2. In case the qualifying experience is claimed by private organizations based on work order and completion certificates from another private organization, NCBS reserves the right to ask for further proofs including submission of TDS certificates for the said job.
3. Assessing Bidder capacity for executing the current tender shall be as per Notice inviting Tender.
4. Financial bids of shortlisted bidders shall only be opened at office of Head SE&M, NCBS Bangalore.
5. Financial bids of unqualified bidders shall not be opened.
6. Conditional bids may be rejected by NCBS. The technical evaluation shall be made strictly on the basis of the documents submitted by the bidders in support of the eligibility, the technical and commercial response. All the required information shall be furnished strictly in prescribed schedules/Annexure only. Any information indicated other than prescribed schedules/Annexure shall not be entertained. The financial evaluation shall be made on the basis of the total price/charges as indicated in the schedule of rates/ financial. NCBS is not bound to accept the lowest quoted offer. Conditions, if any, on any document enclosed with financial Bid shall not be considered. NCBS’s decision in this regard shall be final and binding.

**Security Deposit**

Upon acceptance of Tender, the successful Bidder is required to deposit an amount equivalent to 5% of the Contract Value as Security Deposit. The security Deposit should be furnished before commencement of the work by the contractor. Security Deposit may be furnished in any one of the following forms:-

1. Pay Order/Demand Draft in favour of NCBS, Payable at Bangalore.
2. Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act.
3. The Security Deposit shall not carry any interest.
4. The validity of Bank Guarantees towards Security Deposit shall be up to the completion period as stipulated in the Work Order +3 Months, (i.e. 15 months) and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by NCBS.
5. It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as may be advised by NCBS. NCBS shall not be liable for issue of any reminders on expiry of the Bank Guarantees.
6. NCBS reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor’s failure to fulfil any of the contractual obligations or in the event of termination of contract as per terms and conditions of contracts with NCBS.

**Return of Security Deposit**

Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor after deducting all expenses /other amounts due to NCBS, after completion of the contract (plus) three months.

**Performance Bank Guarantees**

Wherever 5% Bank Guarantees are to be furnished / submitted by the contractor, the following shall be complied with:

1. Bank Guarantees shall be from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act.
2. It is the responsibility of the bidder to get the Bank Guarantees revalidated/extended for the required period as advice by NCBS. NCBS shall not be liable for issue of any reminders on expiry of the Bank Guarantees.
3. In case the Bank Guarantees are not extended before the expiry date, NCBS reserves the right to invoke the same by informing the concerned Bank in writing, without any advance notice/communication to the concerned bidder/contractor.
4. Bidders to note that any corrections to Bank Guarantees shall be done by the issuing
5. Bank only through and amendment in an appropriate non judicial stamp paper.
6. The Original Bank Guarantee shall be sent directly by the Bank to NCBS under Registered Post (Acknowledgement Due), addressed to the Head SE&M, NCBS-TIFR, GKVK Campus , Bellary Road Bangalore-560065

**Validity of Offer**

The rates in the Tender shall be kept open for acceptance for a minimum period of 90 (ninety days) from latest due date of offer submission (including extension, if any). In case NCBS calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenders.

**Rejection of Tender and Other Conditions**

1. NCBS reserves the right to accept or reject the tenders without assigning any reason whatsoever.
2. Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
3. Tenders are liable to be rejected in case of unsatisfactory performance of the bidder with NCBS or bidder who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India. NCBS reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in position to execute this job as per the required schedule. The decision of NCBS will be final in the regard.
4. If a bidder who is a proprietor expires after the submission of his tender or after the acceptance of his tender, NCBS may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, NCBS may then cancel such tender at their discretion, unless the firm retains its character.
5. NCBS will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
6. If the bidder gives wrong information in his tender, NCBS reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
7. Canvassing in any form in connection with the tenders submitted by the Bidder shall make his offer liable to rejection.
8. In case the proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in NCBS, the authority inviting the Tender shall be informed of the fact as per specified format as per relevant annexure attached along with the offer.
9. The successful bidder should not sub-contract part or complete work detailed in the tender specification undertaken by him.
10. The Tender submitted by a techno commercially qualified bidder shall become the property of NCBS who shall be under no obligation to return the same to the bidder. However, unopened financial bids and late tenders shall be returned to the bidders.
11. Discount letter, if any on financial price shall not be considered by NCBS.
12. NCBS shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

**Cancellation of Contract in Full or in Part**

NCBS at its sole discretion can terminate the contract at any time during the period of contract, If the Contractor:

1. At any time makes defaults in proceeding with the works with due negligence and continues to do so even after a notice in writing from the NCBS Ltd.; or
2. Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 15 days after a notice in writing is given to him in that behalf by the NCBS Ltd.; or
3. Fails to Quarterly performance evaluation of the service provider/contractor by NCBS or third party inspection report or both; or
4. Violates any of the terms and conditions stipulated in the agreement/tender document.

**Law Governing the Contract and Court Jurisdiction**

The contract shall be governed by the law for the time being in force in India. The civil court having original civil jurisdiction at Bangalore shall have an exclusive jurisdiction in regard to all claims in respect of the Contract. No other civil court shall have jurisdiction in case of any dispute, under this contract.

**Issue of Notice**

1. Service of notice on contractor: Any notice to be given to the contractor under the terms of the contract shall be served by sending the same by Registered Post/Speed Post/E-mail to or leaving the same at the Contractor’s last known address of the principal place of business (or in the event of the contractor being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Contractor to NCBS. Such posting or leaving of the notice shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.
2. Service of notice on NCBS: Any notice to be given to NCBS under the terms of the Contract shall be served by sending the same by post or by E-mail.

**Use of Office Space**

No space belonging to NCBS shall be occupied by the contractor without written permission of NCBS. NCBS will provide the seating space to the staff deputed by contractor.

**Commencement of Work**

1. The contractor shall commence the work as per the time indicated in the Letter of Intent/Work Order from NCBS and shall proceed with the same with due expedition without delay.
2. If the contractor fails to start the work within stipulated time as per Work Order or as intimated by NCBS at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with NCBS will stand forfeited without any further reference to him without prejudice to any and all of NCBS’s other rights in this regard.
3. All the work shall be carried out under the direction and to the satisfaction of NCBS.

**Rights of NCBS**

1. NCBS reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.
2. To terminate the contract or get any part of the work done through other agency or deploy NCBS’s own/hired/otherwise arranged resources, at the risk and cost of the contractor after due notice period of two weeks by NCBS in the event of:
3. Contractor’s continued poor progress
4. Withdrawal from or abandonment of the work before completion of the work
5. Contractor’s inability to progress the work for completion as stipulated in the contact
6. Poor quality work
7. Corrupt act of Contractor
8. Insolvency of the Contractor
9. Persistent disregard to the instructions of NCBS
10. Assignment, transfer, sub-letting of contract without NCBS’s written permission
11. Non fulfilment of any contractual obligations
12. In the opinion of NCBS, the contractor is overloaded and is not in a position to execute the job as per required schedule
13. To effect recovery from any amounts due to the contractor under this or any contract or in any other forms, the moneys NCBS is statutorily forced to pay to anybody, due to contractor’s failure to fulfil any of his obligations. NCBS shall levy overheads of 5% on all such payments.
14. Performance Indicator/Uptime: The contractor during the contract shall be responsible to maintain the complete systems/equipment/software in good working condition by maintaining minimum uptime 95%, which would be calculated for each individual system, which form part of the overall system of the building. The uptime would be calculated on monthly basis and proportionate deductions would be made from the payment to be made to the contractor for the correspondence quarter for which an uptime of 95% could not be maintained. The deduction would be as follows:-

|  |  |  |
| --- | --- | --- |
| **Sl No.** | **Uptime** | **Deductions** |
| 1 | 95 –100% | No deduction |
| 2 | 80 –95% | 5% of the total value of the Monthly bill |
| 3 | 70 –80% | 10% of the total value of the Monthly bill |
| 4 | Below70% | 20% of the total value of the Monthly bill |
|  |  |
| Note: | 1. No complaints in regard to systems etc. should remain pending for more than 24hrs. However these need to be attended immediately without loss of time.
 |

**Responsibilities of the contractor**

1. Responsibilities of the contractor in respect of local laws, employment of works etc.
2. The contractor shall fully indemnify NCBS against any claims of whatsoever nature arising due to the failure of the contractor in discharging any of his responsibilities. The following are the responsibilities of the contractor in respect of observance of local laws, employment of personnel, payment of taxes etc.
3. The Contractor should provide the set of uniform and one set of shoes, umbrella to their employees.
4. The contractor at all times during the continuance of this contract shall, in all his dealings with local labour for the time being employed on or in connection with the work, have due regard to all local festivals and religious and other customs.
5. The contractor shall comply with all applicable State and Central Laws, Statutory Rules, Regulations etc. such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer’s Liability Act, Industrial Dispute Act, Employers Provident Act, Employees State Insurance Scheme, Contract Labour (Regulation and Abolition) Act 1970, Payment of Bonus & Gratuity Act and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also give to the local Governing Body, Police and other relevant Authorities all such notices as may be required by the Law.
6. The Contractor shall pay all taxes, fees, license charges, deposits, tolls, royalties, commission or other charges which may be liable on account of his operations in executing the contract.
7. Contactor shall be responsible for provision of Health and Sanitary arrangements (more particularly described in Contract Labour Regulation & Abolition Act), Safety precautions etc. as may be required for safe and satisfactory execution of contract.
8. The Contractor shall be responsible for proper accommodation including adequate medical facilities for personnel employed by him.
9. The Contractor shall ensure that no damage is caused to any person/property of other parties working at site. If any such damage is caused, it is responsibility of the contractor to make good the losses or compensate for the same.
10. The Contractor shall arrange, coordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.
11. All safety rules and codes applied by the NCBS at site shall be observed by the contractor without exception. The contractor shall be responsible for the safety of the equipment/material and works to be performed by him and shall maintain all light, fencing guards, slings etc. or other protection necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer with a view to prevent pilferage, accidents, fire hazards. Due precautions shall be taken against fire hazards and atmospheric conditions. Suitable number of Clerical staff, watch and ward, store keepers to take care of equipment/materials and construction tools and tackles shall be posted at site by the contractor till the completion of work under this contract.
12. The contactor shall arrange for such safety devices as are necessary for such type of work and carry out requisite site tests of handling equipment, lifting tools, tackles etc. as per prescribed standards and practices. NCBS arrange will provide Basic tools and infrastructure required to perform the job
13. Contractor has to ensure the implementation of Health, Safety and Environment (HSE) requirements as per directions given by NCBS.
14. The contractor will be directly responsible for payment of wages to his workmen. A pay roll sheet given all the payments given to the workers and duly singed by the contactor's representative should be furnished to NCBS site for record purpose, if so called for.
15. In case of any class of work for which there is no such specification as laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of NCBS.
16. Maintenance of Registers and forms: The contractor shall be responsible to maintain the registers/forms as required under the prevalent labour laws in force from time to time. The contractor shall maintain the above neatly, completely and legibly for inspection by various statutory authorities and the company officials even at short notice
17. The Contractor shall maintain the records and log books during the contract period. The Schedule of preventive maintenance for all equipment will be prepared in advance by you, in consultation with officer-in-charge of NCBS. Necessary records of the services\work carried out will be maintained and the same has to be countersigned by the officer- in-charge of NCBS whenever asked by NCBS.
18. The contractor shall keep proper upkeep of all areas under the contract.
19. NCBS will not be responsible for any lapse on the part of the Contractor in enforcing of provisions of any Labour Acts /Laws, viz., Payment of Wages Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, 1970 and (Central) Rules, 1971 / Industrial Disputes Act, 1947 and (Central) Rules 1957, Employee’s State Insurance Act, 1948 (ESI), Employee’s Provident Funds and Miscellaneous Provisions Act, 1952 EPF), Gratuity, Workmen Compensation Act, Bonus Act, etc. It will be the contractor’s responsibility to abide by all Statutory Laws/Regulations applicable to the contract labour engaged by him on the Contract Work. Receipt of any complaints on this ground viewed seriously. It is expressly understood that the manpower deployed by the contractor are not on the rolls of NCBS and no legal relationship of whatsoever subsists between NCBS and such personnel employed by the contractor.
20. This being a pure works contract, the personnel engaged by the contractor and deployed by him at NCBS premises will be in no way be deemed as working under employment of NCBS and there shall not exist any employer-employee relationship between NCBS and the contractor or his personnel deployed by him. The Contractor or personnel shall have nothing to do with NCBS either in respect of wages/salary or such other statutory benefits or compensation etc. under the Labour Laws and other related Laws i.e. Gratuity, Bonus or Workmen Compensation Act or any other law in force. The contractor shall obtain an appropriate/adequate Policy i.e. Contractor All Risks (CAR) Policy so as to meet any obligation in any eventuality. The Contractor will be responsible for providing benefits like ESI, PF, Bonus, Group Insurance Scheme etc. under the relevant rules/laws of the State and Central Government. The Contractor shall be solely liable for any dispute that might arise in any matter in future for violation/non-compliance of Labour Laws/regulations and NCBS will have no responsibility, whatsoever.
21. Thorough checking of employees of the contractor during entry/exit would be done by security staff of NCBS.
22. The employees of the contractor will work strictly under the direction and administrative control of the contractor’s Manager/Supervisor/Site Engineer. However, the contractor’s supervisory staff will have to execute the work through their employees according to the requirement, need and/ instructions of the designated officers of NCBS.
23. The employee of the contractor will ensure strict discipline and behaviour and diligent performance of their duties most befitting to the décor of the most modern mechanized building and the employees of the contractor shall not in any manner cause any interference, annoyance, nuisance etc. to NCBS staff or its business or working and will be liable for immediately replacing/relocating the individual employee if the services rendered by him are not found to be satisfactory.
24. In case of any damage to NCBS’s property/premises for which contractor is accountable, the contractor will be liable to pay the compensation to NCBS as may be advised by NCBS. The contractor shall also take full responsibility and compensate NCBS for any loss/damage/break-down caused to the installation due to negligence of his workers.
25. NCBS will not be responsible for any injury/death caused to the employees provided by the contractor at site. It will be the responsibility of the contractor to abide with the all the provisions of the Workmen Compensation Act, 1923 and no compensation, whatsoever shall be paid by NCBS in this regard.
26. The workforce deployed by the contractor should be adequately covered under Personal Accident Insurance Plan.

39. **Insurance**

1. It is the sole responsibility of the contractor to insure his materials, equipment, workmen, etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen’s compensation Act. The work be carried out in protected area and all the rules and regulations of the NCBS in the area of project which are in force from time to time will have to be followed by the contractor.
2. If due to negligence and or non-observation of safety and other precautions by the contactors, any accident/injury occurs to the property/manpower belong to third party, the contractor shall have to pay necessary compensation and other expense, if so by the appropriate authorities.
3. The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/loss due to theft or otherwise till the same is taken over by NCBS. The contractor will submit necessary documents for lodging/processing of insurance claim. NCBS will recover the loss from the contractor, in case the damage /loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor’s custody, matter shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to NCBS for taking up with insurance. However this will not relieve the contractor of his contractual obligation for the material in his custody.

40. **Strikes & Lockout**

1. The contractor will be fully responsible for all disputes and other issues connected with his labour. In the event of the contractor’s labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one week, NCBS shall have the right to get the work executed through any other agencies and the cost so incurred by NCBS shall be deducted from the Contractor’s bills/deposits. Further, NCBS reserves the right to terminate the contract in case of any strike/lockout of the contractor.
2. For all purposes whatsoever, the employees of the contractor shall in no case be deemed to be in the employment of NCBS.

41. **Force Majeure**

The following shall amount to Force Majeure:

1. Acts of God, act of any Government, War, Sabotage, Riots, Civil commotion, Police action, Revolution, flood, Fire, Cyclones, Earth quake and Epidemic and other similar causes over which the contractor has no control.
2. If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the contractor shall be extended by a period of time equal to period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to NCBS in writing the causes of delay and the contractor shall not be eligible for any compensation.

43. **Arbitration & Reconciliation**

1. In case amicable settlement is not reached in the event of any dispute of difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the contractor in any manner touching upon the contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by NCBS.
2. The award of the Arbitrator shall be binding upon the parties to the dispute.
3. Subject as aforesaid, the provisions of Arbitration and Reconciliation 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 proceedings under this clause. The venue of the arbitration shall be held at Bangalore and the language of the proceedings shall be in English. Subject to the above, the Courts at Bangalore alone shall have the jurisdiction to deal any disputes between the Parties pertaining to the contract.
4. The cost of arbitration shall be borne equally by both the parties.
5. Work under the contract shall be continued during the arbitration proceedings.
6. Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit, penalty as may be decided by NCBS and future blacklisting of the contractor.

**General Responsibility of the Contract Staff and Scope of work and Condition: -**

Following are the things to be checked when performing the Preventive Maintenance:-

The Service Providers/Vendors shall depute suitable manpower with the suitable engineering degree to keep all the Preparatory and Analytical instruments are in good working conditions, at campus. Attend the complaints raised by NCBS on regular basis. Support Scientific Community for Operations.

Staff will be responsible for replacement of spares such as PCB, Electronic components, Motors or any other cables or connectors etc.

NCBS Reserve the Rights to change the staff provided by contractor/Service Provider, if services are found unsatisfactory.

NCBS reserve the rights to deduct any proportionate amount from contractor payment on account of unsatisfactory or found delay in services or careless handling of any Preparatory and Analytical instruments etc. installed at NCBS campus, Bangalore.

The service provider/Vendor shall ensure that the reported fault/support request is attended to promptly/immediately with 4 hours. If any machine is not repaired within the above period, a stand by machine shall be provided immediately. Incase any machine is non repairable, then equivalent model of same or different make will give as replacement without any additional cost. The service provider/ Vendor shall be responsible for operation and maintenance of system at NCBS.

Incase any of the items is required to be taken away for repair, the same shall be subject to the prior written permission of NCBS.

Incase the equipment cannot be repaired at site, it has to be taken to your service centre and stand by equipment shall be provided by you.

All repair/Maintenance/servicing/ replacement etc. is to be done by the vendor without any additional cost such as transportation cost etc.

The bidders should have sufficient arrangement for the said system with OEM for timely supply of required parts etc.

Bidders shall also arrange visit of its expert technician/ engineer at our site on regular basis (during the contract period) to have update about the functioning of the entire systems and take corrective measures for immediate rectification.

The contractor should maintain proper entry and upkeep of relevant log books/ register and work done/ carried out reports to the satisfaction of NCBS. The same can also maintained in soft copy.

All the systems would be operated and maintained by the selected Contractor. Due to any wrong operations or improper maintenance of any machine, if any breakdown occurs in the systems or damage to the equipment, the contractor has to repair/replace the damage machine for smooth operation of the systems.

Any other servicing which are not covered but necessary for smooth and trouble free working of entire system are also included in the scope of work.

After competition of said contract period it will be the responsibility of the contractor to depute his representative for minimum period of 30 days to explain about the installed systems to the new contractor/agency.

**Monthly Payment**

The payment shall be released on monthly basis after the close of each month against the invoice provided by the contractor. The monthly bill for the above said contract shall be submitted by the contractor by 2nd of following month and payment shall be released upon satisfactory performance, after adjusting any cost borne by NCBS due to any reason/damages caused by the contractor or hisemployees, down time etc., as applicable. Income tax and other taxes and surcharge at source, as applicable will be deducted from your payments at the prevailing rates. The payment for the shall be made on submission of the following documents:

1. Certificates (as per annexure attached) with regard to payment made in accordance with the latest Minimum Rates of Wages as fixed from time to time as per the State Govt., Delhi Administration or the Central Govt. whichever is higher. The Contractor shall furnish photo copies of monthly Wages Payment Sheet duly signed by individual employees along- with bills.
2. Photo copies of Bank Challans of previous month for the amount deposited in the bank for ESI and PF along with certificate.
3. The Contractor will furnish every month a certificate along-with bill to the effect that all statutory obligation/ requirements have been complied with in regard to wages, contribution to PF/ ESI/ Gratuity etc to their staff and NCBS will not assume any responsibility thereto.

All Annexures are to be submitted with the bids duly signed.

**Bid Evaluation Criteria**

Bid evaluation committee will evaluate and compare the bids determined to be substantially in line with tender requirement. It is bid evaluation committee’s intent to shortlist the proposal that is in line to requirement.

The evaluation shall be strictly based on the information and supporting documents provided by the bidders. It is the responsibility of the bidders to provide all supporting documents as listed in forms necessary to fulfill the mandatory eligibility criteria.

**Pre-Qualification Criteria**

|  |  |  |
| --- | --- | --- |
| S No | Criteria | Supporting Documents |
| 1 | Bidder shall be legal entity registered in India since last three(3) years | Incorporation/ Registration certificate or equivalent |
| 2 | Bidder Shall have Minimum Average Annual Turnover of Rs 50 Lakh in past three year  | Audited Balance/ CA certificate  |
| 3 | Bidder’s Experience in Handling similar Job and reference letter ( Minimum Two)  | PO copies and Performance/ Reference letter  |
| 4 | Bidder Shall not be blacklisted by any of Government / Semi Government/ Autonomous body in India  | Self-declaration, As per Annex  |
| 5 | Bidder shall have base in Bangalore | Details of Registered office |
| 6 | Attendance in Pre- Bid Meeting to understand the requirement | Self-certification |

1. The pre-Qualification evaluation committee will check if the bidder has deposited the EMD along with Technical Proposal and same are found to be in order.
2. The pre-Qualification evaluation committee with check the documentation furnished by the bidder will be examined prime facie to see if the company’s capacity, skills base and other attributes as claimed are consistent with the need of project.
3. NCBS may ask bidder for additional information, and /or arrange discussion to verify claims made in bid documents.
4. If the attached documents are not in line with requirement and the bidder fails to submit the required documents, the bid shall be rejected
5. **Technical Evaluation Criteria**

|  |  |  |
| --- | --- | --- |
| **S No** | **Technical Parameter** | **Maximum Score** |
| 1 | Experience in Relevant Field10 Marks for experience for minimum 1 year20 Marks for experience for minimum 1 to 2 year30 Marks for experience for more than 2 to 3 year | 30 |
| 2 | Experience certificate/ Reference from exist clients ( Minimum 2) | 20 |
| 3 | Financial strength10 Marks if average annual turnover is minimum 50 Lakhs 15 Marks if average annual turnover is from 50 to 75 Lakhs 20 Marks if average annual turnover is more the 75 Lakhs  | 20 |
| 4 | Technical presentation | 30 |

1. The bidder is required to submit the necessary document as proof of purchase order copy/ Completion certificate, project experience certificate, reference letter or relevant document in support of above parameter.
2. The evaluation will also be based on bidders proposed plan to take up the work, project management.
3. Presentation: - bidders has to make presentation to the bid evaluation committee at a date, time and venue as informed by NCBS. The team will analysis the
4. Understanding of the requirement by bidder
5. Highlights of the proposed solution
6. Appropriateness of proposed plan
7. Support Team & Execution Capabilities
8. Technical bid shall be examined by the bid evaluation committee with respect to compliance, completeness and suitability for the tendered work. The bid which are in line with the requirement and fulfill all the qualification requirement will be considered “qualified”.

Price bid of only “Qualified” bid will be open.

**Note: It is mandatory to score minimum 50% of marks in each category and overall 75% to qualify.**

**Scope Summary:**

Handling and support across all the above mentioned Preparative and Analytical equipment

at Campus.

Preventive maintenance support on all the Preparative and Analytical equipment assets.

Co-ordinate for maintenance support on all the Preparative and Analytical equipment assets.

Daily check of the Preparative and Analytical equipment.

Maintain inventory record of spares and accessories of Preparative and Analytical equipment.

Co-ordinate for new installations of Preparative and Analytical equipment Equipments and accessories.

Maintain common user accounts for User ships.

SLA Management.

Incident Management.

Problems Management.

**Service (Technical Deliverables):**

* Escalate issues related to non-functioning of system, fault in instruments,

non-performance of suppliers for service support or delay in attending the problem.

* Addressing the helpdesk requests and notify the users about the status and progress

on their requests.

* Notify the users on any breakdown, planned/unplanned maintenance about

unavailability of services to the users and all concerns.

* Maintain data on contact information about service support providers, escalation matrix.
* Identifying problems, reporting complaints to concern.
* Co-ordinate with Vendors for maintenance of Preparative and Analytical instruments.
* Periodic check of all Preparative and Analytical instruments.
* Service of support staff must be available on weekend, holidays after office hours

 as and when required.

General Check at Common Equipment rooms.

Checking logbooks and in common equipment rooms on daily basis and should monitor the usage of all the instrument and maintain the user list for all the instruments

Making sure that all the instrument are working properly and making sure that the instrument table are cleaning and dust free and instruments are placed properly

Keeping record access to the users on online scheduler for various instruments

Scheduling shutdown of the instruments for UPS maintenance

Scheduling defrosting lyophilizers, freeze dryers, cryostats on weekly basis

Checking vacuum pumps oil level and replacing if required

Checking the performance of all the centrifuge machine on regular basis and should making sure the machines are not used by the unauthorised users

Checking all the rotors for high speed centrifuges and Ultr-high speed centrifuges on daily basis, getting all the rottos autoclaved and making sure rotors are lubricated and all O-rings are present

Maintain stock of all tubes for all the rotors and issue the centrifuge tubes to the users and maintain the record of the same.

Changing the towel kept in the centrifuge on weekly basis and making sure that centrifuge

are kept clean and there is no chemical spillage inside the chamber

Checking lamp hours of flurolog, fluromax instruments on daily basis and should cleaning

the exhaust filter of furlong and fluromax on weekly basis

Checking sonicator probe on regular basis and should keep the stock of the same

Changing buffers, milli-q water, methanol of ITC and DSC machine on regular basis

Washing the sample cell and reference cell for DSC and ITC machine on weekly basis

Scheduling the calibration of both DSC and ITC machine on regular basis

Replacing the syringe, fill port adaptor, tubing whenever require

Making sure that sample cell and reference cell always fill with water

Checking the performance of ITC and DSC on regular basis

Making sure that all the FPLC and HPLC pump are working fine

Checking plunger washing solution on daily basis

Checking the performance of UV-Visible spectrophotometer on regular basis

Calibrating the laminar air flow on regular basis an making sure that the inflow and down flow are within the range

Checking camera and filter of gel-documentation, image quant system on regular basis

Checking UV/white light trans illuminator are working properly

Calibrating the image quant system with Std. trays whenever require

Checking performance of RT-PCR machine on regular basis

Drain water from freeze dryers, cryostat on regular basis

Checking performance of vibrotome, microtome, cryostat on regular basis and should lubricate microtome, vibrotome, cryostat on regular basis

Keeping record of calibration due date of all common equipment’s

Making sure all the Systems are working fine in all the common equipment room.

**TRAINING POLICIES AND PROCEDURES**

General training for common instruments will be held in the month of September and October. Students should undergo training before they start using the instruments.  This is required because the instruments are very expensive & delicate.  Keeping in mind that one would like to obtain the best possible and most useful data and prevent damage to the instruments and injury to personnel it is essential to undergo training.  Researchers who anticipate the use of any instruments and have not been certified to use them should contact the Instrumentation Section to schedule training well in advance.

New students should also be supervised by experienced members of their research group initially as a part of their training.  This is mandatory for the use of common facilities as well.  This will help acquaint new users the manner in which the group members typically use the instruments and facilities.  All users must be aware of the location of the instrument manuals and should have read the respective manuals.

The Instrumentation Engineer will also schedule additional training programs as and when required, subject to availability of time and instruments.

No common equipment should be removed or dislocated from the Equipment room without prior permission. Placement of new common equipment or individual-owned equipment in common areas will have to be done in consultation with the Instrumentation Section and the person in charge of the common area.

Users are requested to be vigilant and report the misuse/ mishandling of equipment and other infrastructure to the Instrumentation Engineer.

Service provider should keep common facilities neat and clean.  Areas around the instruments should always be kept free of extra and non-essential items.

If any equipment is damaged due to the negligence of the user or improper use, the PI supervising the user will pay for the damages.  The user may also be denied future access to the machines depending on the degree and severity of negligence.

The Service Providers/Vendors shall depute suitable manpower with the suitable engineering degree to keep all Equipments/systems in good working conditions, attending all breakdown call of Preparative and Analytical Equipment’s required at campus. Attend the complaints raised by NCBS on regular basis.

On set Preventive Maintenance before any usage of Preparative and Analytical equipment at NCBS.

Staff should ensure that the request for Instrumentation support, reported fault is attended prominently/ immediately. If any instrument or machines is not repairable in short time, Standby machines or instruments shall be installed or move the setup from other locations.

Staff will be responsible for replacement of consumables and other accessories such as Centrifuge tubes, Rotor O-rings, Vacuum oils, Lubricants for all Instruments etc....

NCBS Reserve the Rights to change the staff provided by contractor/Service Provider, if services are found unsatisfactory.

NCBS reserve the rights to deduct any proportionate amount from contractor payment on account of unsatisfactory or found delay in services or careless handling of any equipment.

The service provider/ Vendor shall ensure that the reported fault/support request is attended to promptly/immediately within 4 hours. If any equipment/machine is not repaired within the above period, a stand by machine shall be provided immediately. Incase any machine is non repairable, then equivalent model of same or different make will be given as replacement without any additional cost. The service provider/ Vendor shall be responsible for operation and maintenance all the Preparative and Analytical Equipment etc… at NCBS.

Incase any of the items is required to be taken away for repair, the same shall be subject to the prior written permission of NCBS.

Incase the equipment cannot be repaired at site, it has to be taken to your service centre and stand by equipment shall be provided by you.

All repair/Maintenance/servicing/ replacement etc... is to be done by the vendor without any additional cost such as transportation cost etc.

The bidders should have sufficient arrangements for the said system with OEM for timely supply of required parts/ equipment’s etc.

Bidders shall also arrange visit of its expert technician/ engineer at our site on regular basis (during the contract period) to have update about the functioning of the entire systems and take corrective measures for immediate rectification.

The contractor should maintain proper entry and upkeep relevant log books/ register and work done/ carried out reports to the satisfaction of NCBS. The same can also be maintained in soft copy.

All the systems/equipment’s would be operated and maintained by the selected Contractor. Due to any wrong operations or improper maintenance of any equipment, if any breakdown occurs in the systems or damage to the equipment, the contractor has to repair/replace the damage equipment’s for smooth operation of the systems.

Any other servicing which are not covered but necessary for smooth and trouble free working of entire system are also included in the scope of work.

After competition of said contract period it will be the responsibility of the contractor to depute his representative for minimum period of 30 days to explain about the installed equipment’s/ systems to the new contractor/agency.

**Service Window and Service Level Agreement:**

Location: - NCBS, GKVK Campus

Days: - Monday to Saturday

Timings: - 8.30 AM to 6 PM.

Over all up time: - Better than 95% guarantee

Service Review Meeting:

Review meeting will be held once in a month on first Monday. To review the services or any issues during the last month and plan for upcoming period. Action will be identified as appropriate to improve work areas.

As such the normal agenda for such meetings will include,

Highlights of the past month performance statistics, concentrating on major or technical issues reported (based on the monthly report).

Any service breakdown trends and achievements.

Explanation of matters outstanding from previous month and in particular issues, which have been attended or about to be escalated.

Helpdesk feedback system.

Review of the scheduled workload such as fault resolutions, progress of approved changes, and implementation of works.

Suggestions for improvements in resolution of issues.

Issues with contract management, billing, invoicing and other financial matters in case any.

**Assumption and Exclusions**:

NCBS would offer the following to the service provider:

NCBS will supply the spares for machines which are not under warranty or not covering under AMC’s. For warranty items the spares would be follow up from the OEM as per applicable.

The service provider would be responsible to log service calls and to resolve services related calls.

The team deployed at NCBS locations would co-ordinate and report to Head Instrumentation or Designated staff in Instrumentation team.

NCBS team would provide the consumables like: pen drive, cables etc whenever required for smooth running of system.

Email and telephone facility for team to communicate with end-users and office will be provided by NCBS.

Internet access for accessing technical details and downloading the required documents or tools will be provided by NCBS.

Storage place with locks and key arrangements for stocking files, manuals, spares etc.

NCBS would provide computer systems and printer to the team deployed.

NCBS would provide full access to equipment and will provide suitable working space to enable maintenance and services.

NCBS would be providing proper site conditions, a standard power conditioning equipment’s and air conditioning as per standards.

The facility provider shall not be responsible for failures due to manufacturing defects of any components in the system or network.

Repair cost of instruments will be borne by NCBS.

All the spares or accessories and consumables will be provided by NCBS.

**Posting of Service Engineers:**

Contractor will post additional engineers when found necessary due to a considerable increase in equipment during the period of contract. Such posting will be based on a mutual agreement between NCBS and the Contractor.

NCBS reserves the rights to check the credentials and knowledge of service engineers before posting as a service engineer to NCBS.

The personnel posted should have suitable engineering degree and minimum of 3 years’ experience in handling similar assignments.

NCBS reserves the right to qualify the service engineer. Before posting the resident service engineer to NCBS’s site, clearance should be taken, duly furnishing the bio data of the engineer to be posted along with his experience particulars.

Resident engineer posted by the contractor shall be available throughout the working hours on all working days. All engineers would be on call 24x7.Incase of any emergency, engineer would be called after office hours as well. Replacement service Engineer shall be posted, if the regular service engineer is on leave etc. Incase of absence of any service engineer at the site, due to whatever reasons, a penalty of Rs.400/- respectively per day will be levied.

All leave and/or absence of the service engineers posted at NCBS will have to be planned in advance and proper replacement to be made available. In order to meet the contingency arising out of sudden and unplanned absence, the service provider may get the profile of engineers proposed to be substituted, approved from NCBS at the commencement of the contract and at such intervals as and when required.

**Quantities:**

The Quantities of various items given in the schedules for provision of NCBS are only approximate and are for the guidance of the contractor. As far as possible, they have been assessed correctly but are likely to vary during the execution of the work. However, the allied services to be provided is independent of the number/type/make of the equipment’s available at the locations mentioned in the schedule and shall also include all the equipment’s to be added in the future, during the currency of the contractor.

**Annexure-1**

**BIDDERINFORMATION**

**REF: - NCBS/INS/9/2020-21 Dated: 14/07/2020**

|  |  |  |
| --- | --- | --- |
| **S. No.** | **Particulars/Details** |   |
| 1 | Name of the Bidders/ Firm |   |
| 2 | Communication Address |   |
| 3 | Telephone No. Office |   |
| Mobile |   |
| Fax |   |
| E-Mail |   |
| Website |   |
| 4 | Authorised Person - Name |   |
| Designation |   |
| Mobile |   |
| E-Mail ID |   |
| 5 | Alternate Authorised Person - Name |   |
| Designation |   |
| Mobile |   |
| E-Mail ID |   |
| 5 | Employee's PF & Miscellaneous Provision Act, |   |
| 6 | ESI Number & DATE  |   |
| 7 | PAN |   |
| 8 | GST No. |   |
| 9 | Company Registration No. |   |
| 10 | Income Tax Return for last 3 years. ( Attached yes or No) |   |
| 11 | Beneficiary Bank Details |   |
| Bank Account No |   |
| IFSC/NEFT Code |   |
| Name of Bank |   |
| Address of Branch |   |
| 12 | Particular of Tender Fee |   |
| Amount | Rs. |
| (DD/PO) No. |   |
| Date |   |
| Name of the Bank |   |
| Address of Bank |   |
| 13 | Particular of Earnest Money Deposit (EMD) |   |
| Amount | Rs. |
| (DD/PO) No. |   |
| Date |   |
| Name of the Bank |   |
| Address of Bank |   |
| 14 | The bidder has office in Bangalore |   |
| 15 | The bidder should have Average Annual Turnover at least 10 Lakhs in last 3 year ending March, 31st 2020. |   |
| 16 | Furnish the names with address & telephone nos. of three responsible persons who will be in a position to certify about the services/quality as well as the past performance of your organization. |   |
| 17 | Whether you accept all the terms and conditions of the tender; Yes/No |   |

(Fill up the above table & Enclose legible copies of the supporting documents)

Date: Signature of authorized person

Place: Full Name& Designation: Company’sSeal

**Annexure-2**

**REF: -NCBS/INS/9/2020-21 Dated: 14/07/2020**

**A. Details of Similar Experience**: Operation & Maintenance of Preparative and Analytical equipment’s experience having during the last 3 years.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Sl. No. | Name& Address ofThe client, ConcernedPerson andcontact/ MobileNo | Name andLocation of work | Value ofWork(In lakh) | ContractPeriod(from\_\_\_To\_\_\_) | Completion/ PerformanceCertificate/PO/ WO/enclosed‘Yes’or‘No’ | Any other informationYou would like to give |
|  |  |  |  |  |  |  |

(Fill up the above table & Enclose legible copies of the supporting documents)

**B. Details of Technical and skilled manpower**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Ser. No.** | **Name and****Designation** | **Qualification** | **Experience** | **Any Other****Information** |
|  |  |  |  |  |

**C. Financial Capability**: Average Annual Turn Over of the bidder during the last 3 years

|  |  |  |
| --- | --- | --- |
| **Ser. No.** | **Financial Year** | **Turnover (Rs. in lakh)** |
| 1 | 2017-18 |  |
| 2 | 2018-19 |  |
| 3 | 2019-20 |  |
|  | Average |  |

(Fill up the above table and Enclose copy of Turnover certificates, profit/loss statement certified by any Chartered Accountant.)

Date: Signature of authorized person

Place: Full Name& Designation:

 Company’sSeal

**Annexure-3**

**TENDER ACCEPTANCE LETTER**

To,

The Head SE&M

NCBS-TIFR

GKVK Campus, Bellary Road

Bangalore-560065

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:**REF: - NCBS/INS/9/2020-21 Dated 08-07-2020**

Name of Tender/Work: -Works Contract for Operation and Maintenance (O&M) of Audio Visual Systems, Audio-Videoconferencing, installed at NCBS, Bangalore.

Dear Sir,

1. I/ We have purchased the tender document(s) for the above mentioned ‘Tender/Work’ from the office of Head SE&M, NCBS.

2. I/We here by certify that I/we have read the entire terms and conditions of the tender documents of all pages (including all documents like annexure(s), schedule(s),etc.,), which form part of the contract agreement and I/we shall abide here by the terms/conditions/clauses contained therein.

3. The corrigendum(s) issued (if Any) from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.

4. I/We here by unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum(s) in it totality/entirety.

5. I/We do here by declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking/Private organization.

6. I /We certify that all information furnished by our Firmistrue & correct and in the event that the information is found to be in correct/untrue or found violated then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit/Security deposit or both absolutely.

Date: Signature of authorized person

Place: Full Name& Designation:

 Company’sSeal

**Annexure-4**

**OFFER FOR WARDING LETTER/TENDER SUBMISSION LETTER**

Offer Reference No. **NCBS/INS/9/2020-21 Dated: 14/07/2020**

To,

The Head SE&M

NCBS-TIFR

GKVK Campus, Bellary Road

Bangalore-560065

Dear Sir,

Sub: Submission of Offer against Tender Specification No: **NCBS/INS/9/2020-21**

I/We hereby offer to carry out the work detailed in the Tender Specification issued by NCBS,……………………………………, in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the Tender documents and shall abide by the same.

Amendments/ Clarifications/ Corrigenda/ Errata/ etc. issued in respect of the Tender documents by NCBS.

Notice Inviting Tender (NIT)/ (Technical Bid).

Financial Bid.

Documents referred to intender document.

Forms and Procedures.

Should our Offer be accepted by NCBS for Award, I/we further agree to furnish ‘Security Deposit’ for the work as provided for in the Tender Conditions within the stipulated time as maybe indicated by NCBS.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to there in and as detailed in the appendices annexed thereto.

I/We have deposited/depositing here with the requisite Earnest Money Deposit (EMD) as per details furnished in the tender document.

Authorised Representative of Bidder

Signature:

Name:

Address

Date:

**Annexure -5**

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

To,

The Head SE&M

NCBS-TIFR

GKVK Campus, Bellary Road

Bangalore-560065

Dear Sir,

Sub: Declaration by Authorised Signatory

Ref: I) Tender No. **NCBS/INS/9/2020-21Dated: 14/07/2020**

I/We hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, condition, stipulations and other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorized to represent on behalf of my company/firm for the above mentioned tender and a valid Power of Attorney/Authorisation letter to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized

Signatory of the Bidder)

Date:

Enclosed: Power of Attorney/Authorization letter

**Annexure -6**

**DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS**

To,

The Head SE&M

NCBS-TIFR

GKVK Campus, Bellary Road

Bangalore-560065

Dear Sir,

Sub: Declaration confirming knowledge about Site conditions

Ref: i) NIT/Tender **NCBS/INS/9/2020-21Dated: 14/07/2020**

ii) All other pertinent issues till date

I/We hereby declare and confirm that we have visited the site as referred in NCBS Tender Specifications and acquired full knowledge and information about the site conditions including, Job and job requirement, Wage structure, other conditions prevalent at and around the site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out works as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

(Signature, Date & Seal of Authorized

Representative of the Bidder)

Date: Place:

**Annexure -7**

**NO DEVIATION CERTIFICATE**

To,

The Head SE&M

NCBS-TIFR

GKVK Campus, Bellary Road

Bangalore-560065

Dear Sir,

Sub: Declaration by Authorised Signatory

Ref: i) **NCBS/INS/9/2020-21Dated: 14/07/2020**

ii) All other pertinent issues till date

We hereby confirm that we have not changed/modified/materially altered any of the tender documents as purchased from office of Head SE&M , NCBS and in case of such observance at any stage, it shall be treated as null and void and his tender shall deemed to be withdrawn.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse bidding process.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid reference.

Thanking you,

Yours faithfully,

(Signature, Date & Seal of Authorized

Signatory of the Bidder)

**Annexure -8**

**DECLARATION FOR RELATION IN NCBS**

To,

The Head SE&M

NCBS-TIFR

GKVK Campus, Bellary Road

Bangalore-560065

Dear Sir,

Sub: Declaration for relation in NCBS

Ref: NIT/Tender No. **NCBS/INS/9/2020-21Dated: 14/07/2020**

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner

(s)/Director(s) employed in NCBS

Tick (√) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in NCBS

OR

2. The Proprietor, Partner(s),or Director(s) of our Company/Firm have relation/relatives employed in NCBS and their particulars are as below:

Signature of the Authorised Signatory

Note:

1. Attach separate sheet, if necessary.

2. If NCBS Management come to know at a later date that the information furnished by the Bidder is false, NCBS reserves the right to take suitable action against the Bidder/Contractor.

**Annexure -9**

**NON DISCLOSURE UNDERTAKING (INTEGRITY PACT)**

I/We understand that NCBS is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s\_ ……………………………..who are submitting offer for providing services to NCBS, against Tender No. **NCBS/INS/9/2020-21Dated: 14/07/2020** hereby undertake to comply with the following in line with Information Security Policy of NCBS ,

* To maintain confidentiality of documents & information which shall be used during the period of the Contract.
* The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of NCBS

(Signature, date & seal of Authorized

Signatory of the bidder)

Date:

**Annexure -10**

**DECLARATION**

To,

The Head SE&M

NCBS-TIFR

GKVK Campus, Bellary Road

Bangalore-560065

Ref: NIT/Tender **NCBS/INS/9/2020-21Dated: 14/07/2020**

 All other pertinent issues till date

Dear Sir,

1. We have carefully read and understood all the terms and conditions of the tender and hereby convey our acceptance to the same.

2. The information / documents furnished along with the above offer are true and authentic to the best of my knowledge and belief. We are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.

3. We have apprised our self fully about the job to be done during the currency of the period of agreement and also acknowledge to bear consequences to of non-performance or deficiencies in the services on our part.

4. We have no objection, if enquiries are made about the work listed by us.

5. We have not been blacklisted by NCBS or any other organization where we have worked. Further, if any of the partners/directors of the organization /firm is blacklisted or having any criminal case against them, our bid shall not be considered. At any later point of time, if this information is found to be false, NCBS may terminate the assigned contract immediately.

6. We have not been found guilty by a court of law in India for fraud, dishonesty or moral turpitude.

7. We agree that the decision of NCBS in selection of Bidders will be final and binding to us.

Date: Signature of authorized person

Place: Full Name & Designation: Company’s Seal:

N.B: The above declaration, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical Bid.

**Annexure-11**

**REF: - NCBS/INS/9/2020-21Dated: 14/07/2020**

**Estimated/approximate deploymentplan**: This is one of the critical parameter for technical evaluation of Bid.

|  |  |  |
| --- | --- | --- |
|  No | Requirement | Description |
| 1. |  **Describe the Estimated /approximate deployment plan to take up the Job** |  |
| 2 | Describe, How the company is suitable to Take up this Job  |  |

Date: Signature of authorized person

 Place: Full Name & Designation: Company’s Seal