



2 PART TENDER FOR SERVICE CONTRACT FOR MAINTENANCE OF ANIMAL HOUSE

This tender document contains 21 pages (Cover – I & Cover – II)

(Page 1 to 18, and Page 21, Cover – I, Techno-Commercial Bid)

(Page 19 to 20, Cover – II, Price Bid)

Cost of Tender: Rs. 90Lakhs p.a, Tender Fee: Rs.500.00

Earnest Money Deposit: Rs.1,80,000.00

Last date for Sale of Documents: 12/04/2018 till 14.00hrs

Last date for submission: 13/04/2018 till 14.00hrs

Tender opening date & time: on 13/04/2018 @ 14.30hrs (Only Techno – Commercial Bids)

Ref:NCB/W- 163605/2017-2018 (N)

Tender Notice No.016/2017-2018

Important Instruction: The bids shall be enclosed in an envelope and sealed duly marked "Tender for "SERVICE CONTRACT FOR MAINTENANCE OF ANIMAL HOUSE". Ref. No. NCB/W-163605/2017-2018 (N)"; and addressed and to be mailed to "The Head-Purchase". The bids are liable to be rejected if the sealed envelope is not addressed to "The Head-Purchase" with Tender Ref. No. and Item Description. Offers delivered in person shall be deposited in the Tender Box Labelled as "TENDER BOX FOR PURCHASE TENDER" kept in the Ground Floor, Reception at Administration Building. If the bids are sent through courier or mail, it should reach by submission Date and Time and NCBS will not be responsible for the delay.

Important Instruction for the Tenderers:-

Pre-Bid Meeting: For information / Technical Details / Clarifications required by the Tenderers, a Pre-Bid meeting will be held on 11/04/2018 @ 15.00hrs at NCBS and the tenderers those who have purchased the Tender Documents are requested to attend the same.

Sealed tenders are invited Contractors / Service Providers of repute for Job Contract at NCBS, TIFR, GKVK Campus, Bangalore – 560 065.

Eligibility criteria for Bidders:

- Contractor should have 5 years experience in providing Services in reputed Scientific Research Organization, in GOI recognized / GLP certified Animal facilities in India. The contractor should have executed a single contract of Rs.72Lakhs per annum or two contracts of Rs.54Lakhs or more or three contracts of Rs.36Lakhs or more during the last 2 separate financial years.
- The contractor should have a valid PAN number issued by the Income-Tax Authority.
- Should have a valid Registration Certificate of the firm / agency / Company.
- Should have a valid License issued by the Competent Authority
- Should have valid ESI & PF registration certificate.
- Should have their Regional Office in Bangalore and their Field Officer must visit and meet Facility-in-Charge on daily basis and maintain full attendance of staff appointed.





Ref:NCB/W- 163605/2017-2018 (N)

Tender Notice No.016/2017-2018

- G) Should send selected Workers for training at NCBS Animal Facility for a Week and only trained staff must be appointed and they should not be changed without prior approval from the Animal Facility-in-Charge.
- H) Should provide appointed Workers with two pairs of Uniform and Shoes, ID cards and bonus.
- I) Should make arrangement for providing Service on all days including Government Holidays and Sundays (it is very essential service).
- J) Should send trained Stand-by worker in case of absentees.
- K) Should compensate the workers appropriately for working on National Holidays; Republic Day, May Day, Independence Day.
- L) Earnest Money Deposit shall be submitted along with the "Techno-Commercial Bid" in the form of a demand draft drawn in favour of "National Centre for Biological Sciences, Bangalore" and the DD should be from a commercial bank. Alternatively, a Bank Guarantee from a commercial bank may be provided (no other mode of payment will be accepted.) The Bank Guarantee should be valid for 6 months from the date of opening. Bids not accompanied with Earnest Money Deposit shall be rejected. On the date of tender opening (i.e. on **13/04/2018**), Bids shall be opened in the presence of attending tenderers.

Conditions of Tender

1. Quotation must be submitted giving complete details using enclosed tender papers.
2. **The rates quoted shall remain valid for a period of 180 days from the date of opening of Price Bids.**
3. Each page of the offer should bear the signature, date, name and title of the person signing the offer and a rubber stamp indicating the full name, address and phone no, Fax No, of the firms.
4. Bids in sealed envelopes duly superscribed with the Tender Title No. and due date, shall be addressed to the Head-Purchase, National Centre for Biological Sciences, GKVK Bellary Road, Bangalore – 65 shall be sent by post / courier so as to reach before the prescribed time.
5. This tender document / form is not transferable. Only the party to whom the tender documents have been issued shall be entitled to quote.
6. Bids containing erasures or alterations will not be considered, unless countersigned by the authorized signatory.
7. The total amount should be written both in figures and in words and if there is any discrepancy between the two, the lowest amount will only be accepted.
8. Bids which do not comply with the above conditions are liable to be rejected.
9. The Institute shall be under no obligation to accept the lowest or any tender received in response to this tender notice and shall be entitled to reject any tender without assigning any reason whatsoever.
10. The Centre reserves the right to break the contract in parts and award them in pieces to the successful bidders or to delete the contract in parts after entering into the contract.
11. No questions or items in the annexures shall be left blank or unanswered. Where you have no details or answers to be provided a 'No' or 'NIL' or 'Not Applicable' statement shall be made as appropriate. Forms with blank columns or unsigned forms will be summarily rejected.
12. All the bids shall be in the prescribed annexure forms and bear the signature, date, name and designations of the person signing the offer and name and address of the firms. The envelope containing the bids shall be superscribed "**Tender for SERVICE CONTRACT FOR**

MAINTENANCE OF ANIMAL HOUSE" and Reference No. "NCB/W-163605/2017-2018 (N)"

13. The tender form should be filled and sealed to reach NCBS latest by **April 13, 2018**. The contractor chosen may have to undertake the work within 10 days from the receipt of our Work Order.





Ref:NCB/W- 163605/2017-2018 (N)

Tender Notice No.016/2017-2018

14. Bids shall be accompanied by the following, failing which the offers are liable to be rejected:
1. License
 2. Organization Structure
 3. List of works on hand/carried out during the last 5 years
 4. Performance Certificate from the existing clients.
 5. ESI & PF Registration Certificate.
 6. Annexure B,D,E and F duly filled in
 7. The entire tender document duly countersigned (in token of acceptance of all terms and conditions indicated in the documents)
15. All annexures to this Tender shall be read as part and parcel of this enquiry.
16. Deviation(s) indicated in Annexure E are not automatically accepted; only if such deviation(s) if any indicated by tenderer has / have been specifically accepted in the Work Order, such deviation are deemed to have been accepted and become part of the agreement.
17. All the bids shall be in the prescribed annexure forms and bear the signature, date, name and designation of the person signing the offer and name and address of the firms. The envelope containing the bids shall be superscribed “**Tender for SERVICE CONTRACT FOR MAINTENANCE OF ANIMAL HOUSE ; Ref. No. NCB/W-163605/2017-2018 (N)**”

TENDER RECEIVED LATE OF AFTER THE DUE DATE WILL NOT BE CONSIDERED. NCBS RESERVES THE RIGHT TO ACCEPT, REJECT ANY OR ALL TENDERS WITHOUT ASSIGNING ANY REASONS THERE OF.

DEFINITION OF TERMS:

1. Centre or NCBS means National Centre for Biological Sciences, Tata Institute of Fundamental Research, UAS-GKVK, Bellary Road, Bangalore-560065.
2. Contractor, bidder, firm means the person who quotes against this tender notice.
3. Work Order, Purchase Order or Order shall mean the Work order / contract with associated specifications executed between the Centre and the successful contractor(s) including any other documents agreed between the parties or implied to form part of the contract.

1. Scope of contract

- 1.1 The bids should be submitted only in prescribed form enclosed before the due date and time. The following annexures must be filled up fully and properly. As part of this Contract, the Contractor will, for the time being, provide services at the following places (a) National Centre for Biological Sciences UAS-GKVK Campus, Bellary Road, Bangalore – 560 065 as per the details laid down in the following Annexures:
- a) Annexure – A – Scope of work
 - b) Annexure – B – Profile of experience
 - c) Annexure – C – Important note for the bidder
 - d) Annexure – D – Schedule of experience of last 5 years
 - e) Annexure – E – Schedule of Deviations
 - f) Annexure – F – Statutory obligations
 - g) Annexure – G – Price Bid





Ref:NCB/W- 163605/2017-2018 (N)

Tender Notice No.016/2017-2018

The tenderers shall fill in Annexures B, D, E and G completely & submit them along with their bids. All details and columns shall be filled, & if Annexure E or a particular column(s) or detail(s) in any annexure(s) does/do not apply, it may be indicated by saying why it is not filled (for e.g. 'no deviation', not applicable, not relevant, etc) – leaving blank columns or a bare hyphenation will disqualify the bidders.

- 1.2 The details of rates and the number of personnel required for carrying out the work shall be indicated by the Contractor in the Annexure "G".
- 1.3 Once the Work Order is issued, the Contractor will receive instructions from an Officer designated for this purpose (Officer-in-Charge) or his authorized nominee and the Contractor hereby undertakes to abide by his/her any suggestions/instructions, etc. as regards services in this agreement.
- 1.4 Addition/ alterations in scope of work: Any alterations or additions to the scope of work will be communicated to the Contractor and the Contractor shall carry them out. For any reduction / increase in the Scope of work, the rates shall be increased/ decreased on pro rata basis.

2. Quality and scope of services

- 2.1 The Contractor shall appoint trained staff having a good character and maintain high standards of turn out, maintain adequate staff to ensure there is no hold up of any service for any reason whatsoever. Any deficiency in the number of staff deployed will entail reduction from the compensation payable as decided by the Centre. The successful Contractor as soon as the agreement is signed, shall submit a list of their workmen / supervisors / others along with copy of appointment order issued to them. As and when there is a change in the staff posted, a revised list shall be submitted along with copy of appointment order issued to the new appointee / appointees, simultaneously.
- 2.2 . It is normally understood and agreed between both the parties that Centre will not be responsible or be liable for any laws that are in force / that may come into force from time to time in respect of personnel engaged by the Contractor and he will be solely responsible for the terms and conditions of their services, safety, health, statutory requirement, etc..
- 2.3 The Contractor shall depute such officers and supervisors as proposed by him, who shall be available on site to supervise the Contract employees and interact on daily basis with Officer-in-Charge regarding delivering the specified service.
- 2.4 It is understood and agreed that the Contractor will be held responsible for any disciplinary matters arising out of their employees and the Contractor will take appropriate disciplinary action against those employees found indulging in any act of indiscipline in Centre's premises or in connection with the services referred to herein.
- 2.5 The Contractor will immediately to replace any employee found to be unfit in any manner immediately or on receipt of advice from any authorised person in NCBS.
- 2.6 The Contractor shall maintain proper and detailed record for the job carried out by their employees and shall also maintain all records and returns as necessary for carrying out the work smoothly and as provided under the Contract Labour Act, Minimum Wages Act, ESI Act, PF Act, etc, as relevant and applicable from time to time.





Ref:NCB/W- 163605/2017-2018 (N)

Tender Notice No.016/2017-2018

2.7 The Contractor shall be solely responsible to comply with all legal and statutory requirements that arise out of this agreement and in respect of the employees engaged by the Contractor in fulfillment of the contractual obligations stated herein. An indicative list of these statutory obligations is at Annexure "F". It is understood and agreed that the Contractor will provide decent uniforms, badges/ID cards with photos and safety equipment and shoes to their employees. It is Contractor's responsibility to have them periodically checked medically so as to ensure that medically fit staff only is deployed for the work.

2.8 a) The Contract employees should be covered under all statutory requirements like ESI, PF, etc. by the Contractor and the Contractor shall comply with all the formalities in this regard. Copy of challan and Schedule of Contract Employees for payment of ESI/PF/ELI, etc. will be enclosed with all (whether running/monthly or final) bills.

b) The Contractor shall pay salary and other allowances/benefits as indicated by the Contractor in their tender and accepted by NCBS. Such salary shall be well above minimum wages.

c) If the rates quoted by the Contractor and accepted by the Centre includes bonus, charges for over time, uniform, staff, food, applicable wage increase, miscellaneous, etc., details of what is provided, its cost, etc. shall be furnished periodically. The proof for uniform cost, bonus and applicable wage increase, details of what is provided shall be furnished once in a year or before expiry of the contract, whichever is earlier. If proof of payment of all benefits like charges for over time, staff food, miscellaneous, etc., are not furnished once in 3 months and once in a year for uniform cost, bonus, applicable wage increase, the Centre reserves the right to withhold/recover such portion of the salary/benefits. However, the proof for payment of PF and ESI and name of such employees whom the PF & ESI has been paid shall be submitted along with each running/monthly bill.

d) The Centre will have the right to inspect/call for books/registers, documents in relation to all matters referred to, in this tender or agreed later on. The Centre will also have all rights to make recoveries from the compensation, if any that any statutory agency imposes upon the Centre due to the Contractor's non-compliance with statutory obligations. A list of these as applicable at present is set out in Annexure 'F' attached. All payments in respect of ESI, PF, ELI, etc. shall be reimbursed by the Centre along with the monthly bills for the respective months only on submission of proof of payment and Schedule of Employees covered.

e) The contractor shall maintain a muster roll, wages register of all men employed by them and all other documents and submit it to the Centre on the 1st of every month for the previous month or as necessary for inspection. The Contractor shall provide all facilities for inspection /books /personnel on demand by NCBS or any Statutory Authority.

f) The contractor should provide PF A/c number, ESI Card and Photo Identity Card to the contract employees posted at NCBS. This should be done immediately but not later than one month from the date of signing joint agreement.

2.9 It is clearly understood and agreed upon that neither the Contractor nor Contract employees shall have any claim on employment with Centre at any point of time and this arrangement is purely between the Contractor and the Centre for specific services for the period specified.





2.10 The successful Contractor shall indemnify/deemed to have indemnified the Centre for all claims / losses arising out of this tender. The Contractor is deemed to have indemnified the Centre against any claim by any authority once the work order is awarded. In the event the Centre has to pay any individual, statutory body or any agency for reasons directly or indirectly attributable to this tender, the Contractor only shall pay such claim/damages and even if the Centre is called upon to pay, such damages/penalties and or cost shall be recovered from the contractor's dues /amount payable or shall be paid by the Contractor on a demand from NCBS.

The successful bidder shall execute an irrevocable indemnity bond in an appropriate stamp paper in favor of NCBS that they would indemnify and keep NCBS indemnified and harmless against any claims, losses, expenses which NCBS may suffer or incur as a result of breach of contract. The contractor shall further agree that the indemnity herein contained shall remain in full force and effect during the pendency of the contract and that it shall continue to be enforceable till all dues under or by virtue of the said contract have been fully paid and all claims are discharged or till NCBS is satisfied that the terms and conditions of the joint agreement have been fully and properly carried out by the contractor . The contractor also should undertake not to revoke this indemnity during its currency save with NCBS's previous consent in writing.

2.11 The Contractor shall follow all rules as may be existing or may be framed from time to time at NCBS on all aspects covering this tender. Material movement, entry/exit of personnel, identity card, safety, etc. shall be according to procedures existing in NCBS as amended from time to time.

3. Tenure & Termination

3.1 The contract with the Centre will be for a period of 12 months (initially for 3 months and further extendable for 9 months) and if the services are found to be satisfactory, the contract may be extended for a further period of 12 months, i.e., 2nd Year.

3.2 Except as provided in Clause 3.6 below, the Contract could be terminated by either side by giving one month's notice in writing. If the notice period is not given or if a shorter notice is given by the Contractor, the entire security deposit would be forfeited. Any other costs and / or damages incurred by the Centre to maintain the services contracted to the Contractor, on account of such short notice will be deducted from the dues payable to the Contractor, or shall be paid by the Contractor on demand if such dues fall short of such costs.

3.3 In the case of failure to complete the contract in terms of such contracts within the contract period specified in the tender and incorporated in the contract and if such work is got done by the Centre from any party at a higher rate the Contractor shall be liable to pay the Centre the difference between existing rate and the rate of the new Contract.

3.4 **Risk Clause:** Notwithstanding the other terms therein, the Centre at its option will be entitled to terminate the contract and to avail from elsewhere at the risk and cost of contractor either the whole of the contract or any part which the contractor has failed to perform in the opinion of the Centre within the time stipulated or if the same performance is not available, the best and the nearest available substitute thereof. The contractor shall be liable for any loss which the Centre may sustain by reason of such risk contract in addition to penalty.





Ref:NCB/W- 163605/2017-2018 (N)

Tender Notice No.016/2017-2018

3.5 Insolvency and breach of contract: The Centre may, at any time, by notice in writing summarily terminate the contract without compensation to the Contractor in any of the following events, i.e. to say:

(a) If the Contractor being an individual or a firm any partner in the contractor's firm shall be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his creditors or suspend payment, or if the firm be dissolved under the Partnership Act, or

(b) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders shall be appointed or circumstance shall have arisen which entitle the court or debenture holders to appoint a receiver or manager, or

(c) If the contractor commits any breach of contract not herein specifically provided always that such determination shall not prejudice any right of action or remedy which shall have then accrued or shall accrue thereafter to the Centre provided also that the contractor shall be liable to pay the Centre for any extra expenditure he is thereby put to but shall not be entitled to any gain on re-tender.

(d) In the event of inadequate or unsatisfactory performance of duties by the Contractor, the Centre shall have the right to bring to the notice of the Contractor the default (s) on their part and the Contractor shall ensure that the said default (s) is / are not repeated and/or are duly remedied, within a period of three days from the receipt of the said notice. Failing such remedial action, or in the event of the said default (s)'s being inadequately corrected, the Centre shall have the right to immediately terminate the agreement.

3.6 Notwithstanding any other clause herein, if there is any act or omission by the Contractor or the Contract employees which jeopardizes the safety / security of the Centre including, but not limited to :

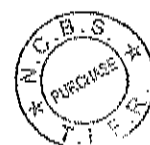
- a) Theft or pilferage of property of NCBS
- b) Fire, flooding, breakage or damage
- c) Violence or physical attack on the Campus
- d) Any act or incident which may prove detrimental to the interests of NCBS -

the contract would be terminated without any notice. Further, the Contractor would be levied penalties, as appropriate by the deemed authority. The decision of the Centre Director shall be final in such matters.

4. Payment Terms:

4.1 The Contractor shall submit bills after completion of every calendar month and normally payment will be released within 15 working days from the date of submission of bill if the bill is complete and correct in all respects. The monthly bills submitted by the Contractor shall only be for actual salary and other benefits paid by the Contractor for the number of employees deployed as per contract with NCBS.

If there is a shortage of employees of not less than 90% per shift of duty, as contracted, which has been adjusted by paying overtime by the contractor then the overall monthly claim bill submitted by the contractor shall not exceed the monthly total contract amount agreed upon between NCBS and the contractor. Claiming salary of employees not appointed/absent is an offence and if noticed, the contractor shall refund the entire salary along with such penalties including a penal interest to NCBS. If after receipt of payment, the Contractor has been unable to pay his workers/employees or pass on other benefits like washing allowance, ESI, PF, etc., and as soon as this fact becomes known to him, the Contractor shall immediately refund all such amounts to NCBS with a covering letter explaining the reasons for such refund. The contractor shall make a certification on each bill to this effect.





Ref:NCB/W- 163605/2017-2018 (N)

Tender Notice No.016/2017-2018

Payment in respect of ESI, PF and other statutory payments shall be paid / reimbursed by the Centre only on submission of proof of payment and Schedule of Employees covered for such benefits.

4.1.1 Contractor's monthly claim/bill shall contain the following 9 elements only :

1. Basic + VDA
2. PF
3. ESI
4. ELI
5. Uniform
6. Washing Charges
7. Supervision and Administration Expenditure
8. Contractor's margin
9. Taxes

PF, ESI and ELI will be reimbursed to the contractor only on production of registration No. / ESI card/payment of ELI premium. The Accommodation and Travelling Allowance should be paid to the Contract Employees on monthly basis and same will be reimbursed by the Centre on submission of proof for having paid.

4.1.2 Leave Salary and Bonus : The leave salary and bonus shall be claimed by the contractor as and when these are paid by the Contractor to its employees and the same will be reimbursed by the Centre on submission of proof for having paid.

Leave salary is payable only if substitute is appointed in place of contract employee on leave subject to the condition that the contractor maintains 90% attendance per shift of duty.

4.1.3 Uniform and washing charges : The uniform and washing charges will become payable only after the uniforms are provided by the contractor to his employees. Uniform charges will however be reimbursed on a pro rata basis along with monthly bill and the first bill should include arrears, if any. Washing charges are paid from the month the uniforms are supplied to the contract employees by the contractor. However, if during pendency of the contract, it is observed that appropriate uniform have not been issued by the contractor to its employees, for which reimbursement has been claimed by the contractor, then the Centre reserves the right to recover the amount paid towards supply of uniform and washing charges from the subsequent monthly bill of the Contractor.

4.1.4 Bonus: Bonus shall be payable by the contractor to his contract employees once in a year before Dussehra/Diwali or when a contract employee's service is discontinued. The amount of bonus payable is 8.33% subject to maximum of **Rs.6997.00** per annum (the ceiling for calculation purpose from the salary or Wage of **Rs.7000.00** per month) as per Section 12 of Bonus Act. The eligibility limit for payment of Bonus from the Salary or Wage of Rs.21,000/- per month as per Section 2 (13) of Bonus Act, 1965. As per amendment to the Payment of Bonus Act 1965, all employees drawing a basic salary (Base Pay) of less than or equal to Rs.21,000/- per month are eligible for Bonus.

4.2 The monthly running bill of the Contractor will become payable at the end of each month on submission of a monthly claim to the Accounts Officer, and on due certification by the Officer-in-Charge of satisfactory services against the claim. The Contractor payment will be released only after you disburse the salary to your contract employees as per Clause No. 4.5 every month.

4.3 The Officer-in-Charge / Accounts Officer is authorized to deduct any amounts as determined by the Centre Director from the amounts due to the Contractor for any deficiency in services, provided by the Contractor.

4.4 Payment of Contractor's bill shall normally be made within 15 days of submission subject to the claim being found proper in all respects and in accordance with the terms and conditions of the contract. All payments will be made after deduction of taxes and duties at source as applicable from time to time.





Ref:NCB/W- 163605/2017-2018 (N)

Tender Notice No.016/2017-2018

4.5 Payments to the contract employees shall be disbursed by the 7th of the succeeding month in the presence of the Account Officer, or any authorized officer of NCBS. If 7th happens to be a holiday, payments shall be made the previous working day. The Contractor shall notify all his employees / workers of this date in their appointment order, and follow this very strictly, whether the Centre has paid the Contractor's bill or not. The payment of salary and all other benefits such as bonus and over time to the contract employees shall be disbursed in the presence of Accounts Officer or any authorized officer of NCBS.

4.6 No claims will be entertained in respect of any discrepancy or defect or short claim if such demand is not made within 90 days of payment of the final bill.

4.7 Security Deposit: A security deposit @ 10% of the contract value shall be provided by the Contractor within 15 days of awarding of Contract, failing which the entire amount shall be recovered in the first 4 months' running bill. Alternatively, a Bank Guarantee from a Commercial Bank for the equivalent value may be furnished for the period of agreement with 3 months grace period.

The security deposit is refundable after expiry of the agreement subject, to (a) any claims on the Contractor, (b) after the Contractor certifies and confirms by submitting proof wherever possible as desired by Accounts Officer that the Contractor has paid bonus, all premium as PF/ESI, (c) that the contractor has submitted a statement to each of the employees who had worked under him, the moneys deposited as premium on ESI, Insurance, etc. The Centre reserves the right to deduct from the security deposit any amount for damages/deficiencies in service by the Contractor or to meet any statutory deficiencies. The security deposit does not carry any interest. The Centre shall have the absolute right to deduct from the security deposit and/or any amount payable to the Contractor and any damages as may be determined by the Centre Director, whose decision shall be final on account of any act or omission in the Contract, by the Contractor.

4.8 It is important for the Contractor to note that the rate quoted shall be inclusive of all taxes and duties/escalation and shall remain valid for the period of the agreement, i.e. 2 years from the date of Work Order. Any increase or decrease in the rates shall be only in respect of Statutory duties / levies and such claim /s shall be valid only with adequate documentary evidence. Any decrease in the duties/levies during the period of agreement, shall entail corresponding reduction in the contract amount. If no details or break-up of taxes, duties/levies, etc. are indicated, it will be assumed that the quote submitted is inclusive of all taxes/levies/duties, etc.

5. Penalties

5.1 The Contractor shall pay any claim made by the Centre for any deficiency (both tangible and intangible) in service. Such amount may also be deducted from bills payable to the Contractor. It may be noted that the Centre shall have the right to forfeit the Security Deposit in full or part for any due/damages caused by the Contractor. If the Security Deposit or outstanding bills of the Contractor is found inadequate, then such monetary recoveries shall be effected from any amount payable to the Contractor against this or any other contract until the dues of the Centre are fully settled. If the claim of the Centre could not be met in this manner, the Contractor shall pay up all such claims if a demand is made by NCBS.

6. Suggestions register:

6. The Contractor will maintain a complaints/suggestions register prominently displayed and take immediate action on every complaint in consultation with the Officer-in-Charge. This register will be open to the authorised person at the Centre for inspection and supervision at all times.





Ref:NCB/W- 163605/2017-2018 (N)

Tender Notice No.016/2017-2018

7. Safety, security and insurance

7.1 The Contractor shall follow all security rules of the Centre and instructions received from time to time regarding personnel identity cards, material movement, etc. of the Contractor.

7.2 During the pendency of the agreement, the contractor shall be liable fully to compensate all concerned for any loss, damage of construction of works, construction, plant & machinery, person, property, etc. including third party risks arising due to causes attributable to the agreement. The decision of the Centre Director will be final & will be binding on both parties.

7.3 The contractor shall take Employees Liability Insurance of prescribed value for their employees. It must be adequately covered all employees/workers under Workmen Compensation Act, 1928 as amended from time to time. Before starting the work, the Contractor shall produce the original insurance policy and the license of the workers where applicable to the Centre.

8. Miscellaneous

8.1 The work mentioned in the schedule is only indicative. The Centre reserves the right to increase or decrease the quantum of work. The contractor shall execute the work on the same terms and conditions and rates throughout the period of agreement.

8.2 The contractor shall meet the designated Officer of the Centre every day to receive the details of issues / complaints to be attended and after attending to these complaints, a report on the same has to be submitted to the concerned Officer.

9. Dispute and resolution

9.1 Any dispute or differences that may arise between the parties shall be referred to the sole arbitration of the Centre Director or his nominees and the Contractor shall have no right to object to the appointment of the Director or his nominee as the sole arbitrator. The decision of the arbitrator shall be final and binding on the parties. The venue for arbitration shall be Bangalore and no other place. The provisions of the Arbitration and Conciliation act, 1996 as / amended from time to time shall apply. The courts in Bangalore shall have exclusive jurisdiction to deal with any or all disputes between the parties.

10. Primacy of Documents

The tender documents, subsequent communication exchanged and the work order as well as all annexures shall be part and parcel of this agreement. If there is any discrepancy between the above documents, the statement in the following documents will apply with primacy for communications issued after the work order, any pre-order correspondence as accepted jointly, followed by work order, tender documents and annexure thereof, i.e. tender documents and annexures have least primary, if any clause or detail there has been superseded by communication after the opening of bids if jointly accepted, work order or subsequent communication to the Contractor.

11. Amendments to Work Order / agreement:

Any amendment to the Work Order/agreement shall be valid only if both parties have agreed to such amendment(s) in writing duly authenticated by authorised personnel of both parties.

For and on behalf of
National Centre for Biological Sciences


Head-Purchase





Ref:NCB/W- 163605/2017-2018 (N)

Tender Notice No.016/2017-2018

ANNEXURE – A – Scope of Work

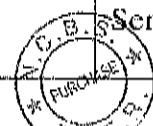
1. Providing laboratory animal facility services (Semi-skilled): Daily mice and rats cage changing, watering, feeding, washing and autoclaving/fumigation of animal cages, lids, covers, water bottles, clean room sandals, IVC racks, fumigation of racks and other consumables.
2. Animal Facility housekeeping work (un-skilled): sweeping and mopping/scrubbing of animal rooms/corridors floors and walls
3. Animal Facility laundry service (un-skilled): washing and pressing of lab coats.
4. Incinerator operation (un-skilled): burning of dead animals in our incinerator machine.
5. Operating autoclave and Cage n Rack washer machines (Semi-skilled).
6. Skilled works like Monitoring of animal colonies, assisting animal users, helping veterinarians in procedures, maintaining animal and cage census, record keeping as per our facility SOPs, packing of animals for exporting, receiving animals on arrival during night times/after office hours, holiday care of lab animals, assisting in animal anesthesia and euthanasia, orientation and training of new animal facility users, supervising the day to day animal facility work.
7. Disinfection/decontamination of animal rooms.

Approximate quantum of work per month:

1. Total floor area of animal facility: 3600 Sqm (V1 has 1500 Sqm and V2 & V4 including BSL2 labs has 2100 Sqm).
2. Rat cages for daily changing, washing, autoclaving and preparing: 6000 Nos.
3. Mice cages for daily changing, washing, autoclaving and preparing: 24000 Nos.
4. Xenopus frogs' tanks cleaning: 100 Nos.
5. Autoclave cycles: 250 Nos.
6. Incineration operation: 8 hours.
7. Fumigation of Racks: 32 Nos.
8. Housekeeping area: 3952 sqm.
9. Laundry service: 4000 coats.

Indicative manpower requirement and salary details:

Sl. No.	Qualification and Experience	Category	Indicative number
1	Bachelor's Degree in any Biological Discipline + minimum 3 years' experience in laboratory mice and rats management; handling, restraining, sampling and dosing techniques.	Skilled	2 Animal Technicians
2	12 th class (PUC) passes with minimum 2 years' experience in above mentioned animal facility work; need certificate from reputed animal facilities with SPF animal colonies/GLP standard.	Semi-skilled	10 Animal Care Takers
3	10 th class (SSLC) passes with minimum 5 years' experience in above mentioned animal facility work; need certificate from reputed animal facilities with SPF animal colonies/GLP standard.	Semi-skilled	08 Animal Facility Helpers
4	10 th class (SSLC) passes with minimum 2 years' experience in above mentioned animal facility work; Housekeeping & Laundry service.	Un-skilled	04 Support Service Staff





Ref:NCB/W- 163605/2017-2018 (N)

Tender Notice No.016/2017-2018

Terms and conditions:

1. The contractor should appoint sufficient number of workers with minimum qualification of class 10th pass (read and write English/Hindi language).
2. Contractor has to send the selected workers one-week prior for training at NCBS animal facility.
3. Contractor has to make arrangement for providing service on all days including government holidays and Sundays (It is very sensitive, critical and essential service).
4. Contractor should not change the workers without the permission of the facility in-charge.
5. Contractor has to send trained stand-by worker in case of absentees.
6. Contractor should provide uniform and shoes (2 pairs/year), identity card, ESI, PF facility for all the workers.

*** Contractor should fulfill all the statutory requirements like ESI, PF, ELI and BONUS to all the workers.**

*** Contractor should compensate the workers appropriately for working on national holidays; Republic Day, May Day, Independence Day.**





Ref:NCB/W- 163605/2017-2018 (N)

Tender Notice No.016/2017-2018

PROFILE OF EXPERIENCE IN ANIMAL HOUSE FACILITY

(PLEASE ATTACH ADDITIONAL SHEET, WHEREVER NECESSARY)

ANNEXURE – B

1. Name and status of the Proprietor / Director / Partner :
2. Qualification :
3. Average age of the work men :
4. Experience in : Government / Public Sector / Research Institute Private Institution
 - a. Position held :
 - b. Reasons for leaving :
 - c. Length of service & designation in each post (attach additional sheet, if necessary) :
 - d. Do you have experience of running a system similar put to tender. If yes, please give details :
5. If you think you have expertise in the work put to tender, please give a brief write up on that. :
6. Any other information :

- Signature :
- Name :
- Designation :

- Name & Address of the company with seal :

- Date :





Ref:NCB/W- 163605/2017-2018 (N)

Tender Notice No.016/2017-2018

ANNEXURE - C
IMPORTANT NOTE FOR THE BIDDER

1. The employees/ workers employed shall be trained and experienced to handle the services as per the Scope of work mentioned in the Annexure 'A'. If such experienced hands are not available, either because the service is extremely specialised and only in house training is possible, at least a certain percentage of employees/workers shall be experienced / trained who shall be able to impart training / expertise to others.
2. The Contractor shall provide the name and details of his personnel. A list of all the names shall be submitted at the beginning of the contract, along with a copy of each appointment order and whenever there is a change. No personnel will be changed unless NCBS has asked for it or without advance approval of NCBS.
3. The Contractor shall ensure that no contract employees nor anyone from his side use NCBS transport to come to the workspot or return. The Contractor shall use emergency services like medical help and emergency vehicles of NCBS in the event of any accident or emergency to his employees, though all responsibility for such accidents and any injury / death and or loss / damage will fully rest with the Contractor.
4. At all point of time, there must be a minimum of 90% workers attendance in each shift. Any absence or shortage beyond this may be managed by giving over time; shortage or absenteeism beyond this percentage will be penalized including termination of the contract. Payment will however be restricted to actual number of people as physically provided in each month.
5. The Tenderer must indicate the deviation in Annexure – E, with reasons thereof and only if such deviation (s) is/are part of the work order issued by NCBS, will the deviation (s) become part of the agreement.
6. The rates quoted shall be valid for 2 years from the date of Work Order followed by joint agreement.





Ref:NCB/W- 163605/2017-2018 (N)

Tender Notice No.016/2017-2018

ANNEXURE – E

SCHEDULE OF DEVIATIONS FROM SPECIFICATIONS/CONDITIONS

All deviations from the specifications/conditions shall be filled in by the bidder in this schedule.

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The bidder hereby certifies that the above mentioned are the only deviations from Technical Specification of this tender. (State NIL if no deviation is envisaged.)

Signature	
Name	
Designation	
Name of the company	
Date	
Seal of the company	





Ref:NCB/W- 163605/2017-2018 (N)

Tender Notice No.016/2017-2018

ANNEXURE – F
GENERAL TERMS AND CONDITIONS & STATUTORY OBLIGATIONS:

The selected Contractor will strictly observe and follow the following statutory regulations/acts as well as any new rules / changes as applicable, during the period of this contract. He shall be solely responsible for failure to fulfill these statutory obligations. The successful bidder shall indemnify / is deemed to have indemnified NCBS against all such liabilities which are likely to arise out of the Contractor's failure to fulfill such statutory obligations. All documents, registers pertaining to this contract shall be maintained meticulously and shall be provided periodically for inspection. The salient features of the statutory regulations/acts are listed below and it is the responsibility of the selected Contractor that these regulations/acts and their amendments from time to time are strictly adhered to in totality. Even if the Contractor appointed for this contract may be exempt from any or all of the following employee-friendly legislation, it is incumbent on all Contractors to cover all their employees / workmen cover by this tender with these cover / benefits.

1. The Contract Labour (Abolition & Regulations Act, 1970):

The selected Contractor shall obtain and produce license from the Labour Commissioner's office. They will maintain and submit to us for inspection on demand such records as Muster Roll, Payment Register, Advance Register, Fines Register, etc.

2. Payment of Wages Act:

It is necessary that the Contractor's employees are paid their wages payable for one month of working by 7th of the succeeding calendar month.

The Contractor will receive payment from us only after you have disbursed in full the wages payable to his employees. The wages shall be distributed in our premises and one of the representatives from the Centre will be nominated to witness the disbursement of the wages, and sign the disbursement report.

3. Provident Fund Act:

The selected bidder shall cover their employees under the Provident Fund Scheme. The premia shall be paid as per existing rule partly deducted from their employees and the balance shall be from contribution from the successful bidder, proof of such payment shall be submitted (including employee's and employer's contribution) every month as provided under Section 12 of the Act.

4. Employees State Insurance Scheme:

The successful bidder shall cover all your employees under Employees State Insurance Scheme as provided for under the relevant rules and shall remit the premium without default.





Ref:NCB/W- 163605/2017-2018 (N)

Tender Notice No.016/2017-2018

5. Minimum Wages Act:

The successful bidder shall pay well above the minimum wages to each of their employees. Such rates shall be the rate implied or agreed between NCBS and the Contractor.

6. Workmen's Compensation (ELI) :

All employees/ workers shall be covered for injury / death under Workmen's Compensation Act 1923 by an Employer's Liability Insurance in the name of the Contractor to cover all employed by the Contractor in NCBS. ELI premia is of the order of 3% on salary + DA subject to a maximum salary of Rs.4,000.00

7. Payment of Bonus Act, 1965:

Bonus shall be paid to all employees who have worked for a minimum of 30 days in the relevant accounting year shall be paid bonus. Bonus will be limited to 8.33% of total salary earned in the relevant accounting year. Bonus shall be paid every year one week before Diwali.

8. Karnataka Labour Welfare Fund Act, 1965.

9. General :

Contribution towards PF, ESI & ELI shall be paid to the Contractor only in succeeding months on submission of proof of having paid the premia / subscription. Premia towards ELI shall be paid to the Contractor on a pro-rata basis every month on submission of original policy and receipt. All premia/ contribution / subscription collected towards such benefits shall be/shall have been promptly paid towards the purpose for which it is collected. If for any reason this has not been possible, the Contractor shall promptly inform NCBS, which will suggest ways and means to put such unpaid amounts to proper use.





Ref:NCB/W- 163605/2017-2018 (N)

Tender Notice No.016/2017-2018

ANNEXURE - G
PRICE BID

1. Name of the firm along with Registration No. :
2. PF Registration No. :
ESI Registration No. :
(copies to be enclosed)
3. Registered address of the firm :
4. Status of the firm (tick what is relevant) : (Co-operative, Proprietary, Partnership, Private Limited Co., etc.,)
- 5.No. of employees proposed to be deployed for running the contract
(i) Bsc., Qualification
(ii) PUC Qualification
(iii) SSLC Qualification
(iv) Others, if any
(a) Total Bid Amount per month inclusive of all taxes and duties as mentioned in Scope of Work at Annexure "A"
6. Monthly salary & other Contributions payable to each worker / employee under:
(a) the Minimum Wages Act (as per Govt. of Karnataka norms) and other statutory provision (and requirements as enumerated by NCBS in these documents and as applicable) in force as on date (indicated with break up in the columns below).
(b) you propose to pay (please indicate in column furnished in Table B below)
7. The percentage of salary (S. No. 1 in Table -B below) to be paid by the Contractor for various statutory benefits are listed below indicating percentages to be paid by the Contractor, the part to be collected from the employee, and total.

TABLE A

Sl.No	Statutory Benefits	% to be collected from employee	% to be paid by the Contractor	Total %
1	PF	12	13.15	25.15
2	ESI	1.75	4.75	6.5
3	Bonus	-	8.33 *	8.33 *
4	ELI (Workmen's Comp)	-	3.00	3.00
	Total	13.75	29.23	42.98

- The amount of bonus payable is 8.33% subject to maximum of Rs.6,697.00 per annum (the ceiling for calculation purpose from the salary or Wage of Rs.7,000.00 per month) as per Section 12 of Bonus Act. The eligibility limit for payment of Bonus from the Salary or Wage of Rs.21,000/- per month as per Section 2 (13) of Bonus Act, 1965.





Ref:NCB/W- 163605/2017-2018 (N)

Tender Notice No.016/2017-2018

8. Total bid amount per month inclusive of all taxes and duties as per Scope of Work and other details as contained in the tender document (please furnish in table below based on scope of work as shown in Annexure -- A):

TABLE - B

Sl. No.	Description	Animal Technicians	Animal Care Takers	Helpers	Support Service Staff
I. Amount payable by the Contractor to the Contract Employees					
1	Salary (Basic + VDA)				
2	Bonus, 8.33% OF Rs.7,000/- ceiling per month				
3	Uniform	Rs.600.00	Rs.600.00	Rs.600.00	Rs.600.00
4	Washing Charges	Rs.100.00	Rs.100.00	Rs.100.00	Rs.100.00
II. Amount payable by the Contractor towards Statutory Payments					
1	PF				
2	ESI				
3	ELI (Workmen's compensation) / Groups Ins.				
4	Taxes, duties, levies etc., (pl. provide break up details)				
III. Amount payable to the Contractor					
1	Supervision & Administrative expenses & Contractor's margin				
	Sub Total per employee				
	No. of employees proposed				
	TOTAL (Rs.) per month				

9. Total Monthly Rate in respect of the following:- Rate for one man day under each category

Sl. No.	Description	Requirement of manpower as estimated by the bidder	Salary per man day	Rate per month in Rs. (including all duties taxes)
a	Animal Technicians			
b	Animal Care Takers			
c	Helpers			
d	Support Service Staff			

- Specify designation and experience in the field with level for each column
- Please specify and attach separate sheets, if necessary
- All efforts have been made to indicate our requirement. However it is the responsibility of the contractor to fulfill the scope of work as per our requirement without any extra cost. Therefore adequate care must be taken before bidding to ensure that all items are covered.
- In order that the bidders have a clear idea, it is important that the perspective contractors visit NCBS to see the area and work and have discussions before submitting the bids.





Ref:NCB/W- 163605/2017-2018 (N)

Tender Notice No.016/2017-2018

All amounts in Table – B to be indicated in figures. In the event of any discrepancy/erasures only the lowest figure will be considered. The Contractor shall quote salary, supervision & admin. charges, contractor's margin, (Sl.No. 1, 10 & 11 above) and the rest are either percentages of salary or fixed as indicated herein. Uniform and Washing charges are Rs. 400+50 per month. The

Contractor shall supply 2 sets of uniform within a month of award of contract and a fresh two sets will be issued if the contract is renewed beyond one year by the 13th month if renewed for 2nd year.

The monthly and periodical premia/subscription on all the above shall be paid by the Contractor and the quantum to be paid by the employee shall be collected from each employee by the Contractor or deducted from their salary. The quantum on Leave salary and Accommodation & Food are 6% and 7% of salary respectively.

The statutory benefits, uniforms, etc. listed above are comprehensive. It is incumbent on the contractors to include any statutory or safety precautions, benefits, etc. as prevailing under various statutes and to claim premia or costs thereof under Sl. No. 11 "any other" and indicate details thereof or separately. (pl. attach additional sheets, if necessary).

Signature, Name, Address and
Seal of the proprietor / Managing Partner etc.

Name :

Seal of the Company :

Designation :

Signature :

Date:

