##### NATIONAL CENTRE FOR BIOLOGICAL SCIENCES



**Works Contract for manning BMS Systems at NCBS, GKVK Campus, Bangalore – 560065**

## TENDER DOCUMENTS

## SCIENTIFIC, ENGINEERING SERVICES &

## MAINTENANCE DIVISION

**2013**

**Tender Reference No: NCBS/BMS/001/2013-14.**

NATIONAL CENTRE FOR BIOLOGICAL SCIENCES

Tata Institute of Fundamental Research

GKVK Campus, Bellary Road, Bangalore - 560 065.

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**Tender ref. No: NCBS/BMS/001/2013-14**

Sealed tenders are invited (in 2 COVER system) by The Director, NCBS, at the above office from Maintenance Contractors with experience in similar works at SLC in NCBS Campus. Agency/Contractor who has done similar type of work or Contract with proven technical and financial capacity, possessing required infrastructure for the above work only will be considered.

# Name of work: - Work Contract for manning BMS systems at NCBS Campus, GKVK,

# Bangalore - 560065

### ­­­­­­­­­­­­­­­Estimated Value of work : Rs.11,68,880/- (Rupees Eleven Lakhs and sixty eight thousand and eight hundred and eighty only)

### Earnest Money Deposit : Rs.23377/-

#### Period of Contract : (3 + 9) MONTHS

IMPORTANT NOTE:

**1. All bidders to attend the PRE-BID MEETING on 14/08/2013 at 15.30Hrs., in the office of Head-SES&M, NCBS. It is important for the vendor to attend the pre-bid meeting to understand the exact requirements.**

2. Currently, to maintain the similar BMS system, 4 Technicians are engaged. In our experience, this is the bare minimum manpower requirement, to maintain the system. ***However, contractors can specify manpower deployment pattern they propose to adopt for this work after thoroughly studying the scope of the work and clearly understanding the same by attending the PRE-BID meeting. The vendors shall have all their doubts cleared in the PRE-BID meeting. It is completely contractor’s responsibility to fix the staff deployment pattern and to fulfill the requirements of NCBS. The figure mentioned above is indicative only.***

1. **PRICE BID (Cover-II), shall be submitted in separate cover and shall not be placed in TECHNICAL BID (cover-I)**

**TENDER SUBMISSION:**

Tenders shall be submitted in TWO COVER SYSTEM, simultaneously in separate sealed covers, superscribed as “COVER-I: TECHNICAL BID” and “COVER-II:PRICE BID”. Tenders will be received up to 15.00 hrs on 21st August, 2013 at the above address.

COVER-I of the tender will be opened on the same day at 15.00 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:**

**1. EMD** as specified above in the form of Demand Draft of a Scheduled Bank guaranteed by the

Reserve Bank of India, in favor of National Center for Biological Sciences, TIFR,

Bangalore - 65. No other mode of payment for EMD be accepted.

**2**. Entire tender document (Inclusive of Annexure-A to Annexure-E), duly signed & sealed in

every page by the contractor, along with technical information. Any deviations from the

tender conditions, specifications, makes etc in Annexure -C.

**3.** Reference of similar completed & ongoing works.

**4**. Confirmation saying that Schedule I (Annexure F) are completely filled, and kept in price

bid.

**5.** Valid labor license to undertake AMC works, PF, ESI registration copies etc.

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

PRICE BID for MAINTEANCE WORKS in SCHEDULE-I (Annexure-F), duly filled up, 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

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**Tender notice No: NCBS/BMS/001/2013-14**

# NAME OF THE WORK: Works Contract for Manning BMS Systems at NCBS

# Campus, GKVK, Bangalore.

1. **Scope of Contract**

1.1 The Contractor will, for the time being, provide services at National Centre for Biological Sciences UAS-GKVK Campus, Bellary Road, Bangalore – 560 065

1. Annexure – A –Scope of work & Tentative Guidelines for the Work Involved in the Scope
2. Annexure – B – General Terms and conditions.
3. Annexure – C–Schedule of Deviations
4. Annexure – D–Statutory Obligation.
5. Annexure – E – Undertaking from the contractor
6. Annexure – F – Schedule- I (Price Break up for Maintenance works)

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 “B”.

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 covered in this contract.

**2. Quality and scope of services**

* 1. The Contractor shall appoint trained staff having a good bearing 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 penal 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 / supervisor / 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. 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.
  3. The Contractor shall depute such supervisor as proposed by him, who shall be available to supervise the Contract employees and interact on daily basis with Officer-in-Charge regarding delivering the specified services.
  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 Center’s premises or in connection with the services referred to herein.
  5. The Contractor will immediately replace any employee found to be unfit in any manner immediately or on receipt of advice from any authorized person in NCBS.
  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.
  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 “D”. It is understood and agreed that the Contractor will provide suitable uniforms with company insignia, 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, ELI 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. to be furnished (whether running/monthly or final) by the contractor for reimbursing the same every month.

**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 same or more than minimum wages.

**c)** 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 'D' attached. All 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 furnished by the contractor for reimbursement.

**d)** The contractor shall maintain a muster role, 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.

**e)** 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.

* 1. 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 demand from NCBS.

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.

1. **Tenure & Termination**
   1. The contract with the Centre will be initially for a period of 3 months and if the services are found to be satisfactory, the contract may be extended for a further period of 9 months. The Centre reserves the right to extend the contract for one more year on the same terms and conditions. The Centre reserve the right to terminate the Contract during the pendency of the Contract period if the performance is found unsatisfactory
   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. 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.

**Risk Clause:** Notwithstanding the other terms therein, the Centre at its option will be entitled to terminate the contract and to avail service 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 in addition to penalty.

* 1. **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:

**(a)** If the Contractor being an individual or a firm if 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 and 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.

**(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.**

1. 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.

4. 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 :

1. Theft or pilferage of property of NCBS
2. Fire, flooding, breakage or damage
3. Violence or physical attack on the Campus
4. 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 found appropriate by the deemed authority. The decision of the Centre Director shall be final in such matters.

**4. Payment Terms:**

* + 1. The contractor shall submit bills after the 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.
    2. The monthly bills submitted by the contractor shall be only for actual salary, uniform content and margin. The other benefits like PF, ESI, ELI, S.T etc., can be claimed every month separately with proof of documents and the same will be reimbursed. The contractor will not be entitled for any of the above benefits.
    3. PF, ESI and ELI will be reimbursed to the contractor only on production of registration No./ ESI card/payment of ELI premium.

4.1.4 **Bonus:** Bonus shall be payable by the contractor to his contract employees once in a year before Diwali or when a contract employee's service is discontinued. The amount of bonus payable is 8.33% (of Basic + VDA) subject to maximum of Rs.3,499/- per annum.

* + 1. 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’s payment will be released only after disbursing the salary to contract employees every month.
    2. The Officer-in-Charge 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.

4.2.3. 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.

4.3 Payments to the contract employees shall be disbursed by the 7th of the succeeding month in the presence of the Officer-in-Charge, 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 Officer-in-Charge or any authorized officer of NCBS.

4.4 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.

4.5 **Security Deposit:**

The person/persons whose tender(s) may be accepted shall permit NCBS at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 10% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 10% of the tendered value of the work, subject to a maximum of Rs. 5.00 Lakhs. Such deductions will be made and held by NCBS by way of Security Deposit unless he / they has / have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities of fixed deposit receipts. In case a fixed deposit of any Bank if furnished by the contractor to the NCBS as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the NCBS to make good the deficit.

Security Deposit will be released only after the completion of the defects liability period of 3 months after the date of completion of the work.

Security Deposit will not be refunded till clearance certificate from labor officer is obtained by Contractor. However, if there is genuine difficulty to obtain a clearance certificate, Engineer – In – Charge will make a reference to Labour Officer before releasing Security Deposit. If no reply is received within a reasonable period, say 1 month from the date of such reference then Engineer – In – Charge may make his decision to release based on his discretion.

4.6 **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.**

**4.7** 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.

1. **Safety, Security and Insurance**

**5.1** 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.

**5.2** 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.

The contractor shall take Employees Liability Insurance of prescribed value for their employees. It must adequately cover 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.

1. **Miscellaneous**
   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.
   2. The contractor or his supervisor 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.
2. **Dispute and Resolution**

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.

1. **Primacy of Documents**

The tender documents, subsequent communication exchanged and the work order as well as all annexure 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 annexure 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.

1. **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 authorized personnel of both parties.

**ANNEXURE - A**

Works Contract for manning BMS Systems at NCBS

NCBS, a premier Biological research centre, has various facilities, hence, the essence of this contract is to achieve ‘Zero Break-down’ and to maintain the system such that it is always normal, for its optimum performance. All efforts are to be made with up to date maintenance in achieving this.

Contractors shall engage and deploy staff on every day basis. So engaged staff shall have ability to read BMS systems drawings, understand the Services/ Systems & provide trouble free maintenance.

**Scope Of Work**

SITE: NCBS-TIFR, GKVK campus, Off Bellary Road, Bangalore – 65.

One room (BMS room) has been designated as control room in the basement of SLC. This room will should be maintained on 24x7 basis. The following systems needs to be monitored by the contract employees, during their watch:-

1) CCTV (Closed Circuit TV)

2) BMS (Building Management System for AC)

3) Fire Detection & Alarm System

4) Gas Fire Extinguishing System FM 200

5) Gas Bank for CO2, N & Helium/Argon

6) PA System for general broad cast

Contract employees/ Watch keepers hired for manning the control room will be suitably cross trained on the above systems. They are to be rotated periodically in shift. The Watch Keepers are to be alert at all times to ensure prompt action in case of emergencies (viz. fire, flooding/ water ingress and any breach of security).

The duties of Contract employees/ Watch Keepers of BMS Control Room (SLC) are broadly enumerated as under:-

**PRIOR TO CLOSING UP ON WATCH**

1) Should report to watch keeper at Control room and enter details in the log book.

2) Should take a walk around the basement area to ensure safety of all spaces in the

basement.

3) Take full briefing from the previous watch keeper regarding the status of all systems

indicated above.

4) Go through log book and get acquainted with the events of previous watch and also check

any pending actions.

5) Establish contact with the security personnel on watch at the basement during the watch.

6) Check telephone communication is working alright.

7) Check the recordings of all the cameras.

8) Maintain cleanliness of the Devices / Equipments at BMS Control room.

9) Clean the CCTV camera lens periodically ( once in a month)

10) Any accidents like Fire, needs to be checked and confirmed, then announcement has to be

made through PA system accordingly.

11) Data on CCTV server has to be backed-up onto a storage device, once in a month.

**DURING THE TENURE OF WATCH:**

1) Monitor the CCTV and if any suspicious movements are observed, intimate the security office and also alert the security guard positioned at the basement.

2) Ensure that the PA system is functional at the start of the watch.

3) Monitor the BMS especially the status of AHU’s and intimate any abnormalities to AC shift watch keeper at plant room via substation.

4) Monitor the temperature parameters of -80 degree freezers and cold rooms, intimate

abnormalities to instrumentation and HVAC section respectively.

5) Monitor the fire detection and alarm panel. Any abnormality to be reported to substation/Security office.

6) Monitor the FM200 system and alarm panel. Any alarm on the panel needs to be checked

immediately, log the details and check the detectors location immediately and take the necessary action without any delay.

7) Monitor the Gas Bank Area (shaft adjacent to UPS room) at least once a watch to monitor

the level of various gases. Any abnormalities (low level of gases) to be reported to Lab

Manager.

8) Maintain cleanliness of the BMS room taking help from housekeeping staff.

9) Take rounds of -80 degree freezer spaces at least once a shift to report any abnormalities to

Instrumentation section.

**HEADING OVER WATCH TO NEXT WATCH KEEPER**

1. Ensure that the incoming watch keeper has reported to the substation and has gone around

spaces mentioned above and is fully acquainted with the job at hand.

2. Inform the next watch keeper any action pending on action in hand during the job.

3. Incoming watch keepers should report at least 15 minutes prior commencement of watch to

ensure proper handling over/taking over of watch.

**BOOKS TO BE MAINTAINED**

1. Log books for all the above systems.

2. Telephone Directory(Important Telephone No’s)

3. BMS Room Document (brief on all systems for quick reference)

**NOTE**:

1. Monthly testing/ rectification needs to be carried out.

2. Whenever open fault/ False alarm observed/found, person should visit the concerned place

for fire, smoke etc and should check the detector condition and the surroundings and act

accordingly.

3. Contractor should keep the surrounding area of detectors clean to avoid malfunctioning.

4. Any accidents occurred due to negligence / inexperience during work is purely the responsibility of the contractor

**PERSONNEL TO WORK AT NCBS;**

The contractor has to manage & execute all the entrusted work. For the purpose of continuous monitoring and maintenance of the system throughout the year, contractor has to deploy adequate number of qualified and experienced staff members at site on every day basis to carry out the dedicated work. If required, the staff may be deployed on shift basis (3 shift per day basis). These staff members shall carryout the works as per the plans & schedules in consultation with the concerned engineer. These staff members shall also carry out all other works as entrusted by the concerned engineer pertaining to BMS related works/services of NCBS and shall never say ‘no’ to any of the relevant requirements of NCBS.

Depending on the quantum of work and exigencies, the manpower deployed shall vary as required. The contractor, after studying and understanding / gauging the requirements of NCBS, shall fix a staff pattern at his/her discretion for normal running of the system, and strictly adhere to it.

It is fully the responsibility of the contractor to deploy qualified Technical Support Executive with hands on experience with BMS, Fire Alarm system equipments, CCTV,etc., as applicable. The minimum requirements are as follows. As per our experience a minimum number of 4 persons are required for executing the work taking into account the leaves and holidays.

Currently, to maintain the similar BMS system, 4 Technical Support Executives are engaged. In our experience, this is the bare minimum manpower requirement, to maintain the system. ***However, contractors can specify manpower deployment pattern they propose to adopt for this work after thoroughly studying the scope of the work and clearly understanding the same by attending the PRE-BID meeting. The vendors shall have all their doubts cleared in the PRE-BID meeting. It is completely contractor’s responsibility to fix the staff deployment pattern and to fulfill the requirements of NCBS. The figure mentioned above is indicative only.***

The following are the qualification & experience pre-requisites of the staff deployed:

|  |
| --- |
| **QUALIFICATIONS & EXPERIENCE:**  **Any Graduate with 0 to 2 years relevant experience. Hands on experience using**  **Computers and good command/ fluency over English language is preferable.** |

It is fully the responsibility of the contractor to deploy qualified staff with hands on experience, relevant License/permits to handle works.

Contractor should provide Uniforms, Shoes, safety & protection gear, Identity Cards, working tools etc. to the staff deployed, at no extra cost.

Contractor will ensure consistency of work and work force, correct trouble shooting, good workmanship, follow all safety procedures and will make all necessary efforts to maintain healthy environment and reliable services. High attrition rate of staff is not acceptable, and shall remain less than 25% per year

If any of the staff member appointed by Contractor is found to be ‘not competent’, he has to be replaced by a right person within a stipulated time as given by Engineer In charge, NCBS.

All the relevant documents pertaining to staff deployed, like copies of job appointment order with the contractor, address proof, photocopy of ID card etc. and any other details as sought shall be provided to NCBS, by the contractor under his responsibility for the correctness.

Wages of the staff deployed should not be less than as that mentioned in Minimum Wage Act applicable to the respective category/experience, as on date. The ESI, PF, gratuity, bonus etc., labor law, other rules & norms requirement as found required for contracts of this nature should be met. The same details shall be submitted along with tender bid.

In no case, the contractor or his/her employees shall claim job / employment with NCBS. No transport facility shall be provided for the contractors employees by NCBS.

It is purely contractor’s responsibility to get his staff acquainted with the site condition, operation and maintenance procedure, Equipment detail, Safety devices, Scope of work etc.

In case of delay, repetition of work, non compliance, inadequate staff etc. fine will be imposed as per the fine clause mentioned.

Safety aspects in work places have to be followed as per relevant standards & codes. Any accident or damage to death will be treated as negligence & it is purely the responsibility of contractor. NCBS is not responsible for any accidents or damages to death. Safety of all the staff under this contract is the sole responsibility of the contractor.

Contractor is responsible for the behavior & conduct of his workmen and hence they should be properly educated and controlled.

No work shall be partially or fully stopped for want of personnel or tools or instruments. If such an event occurs, the fine will be levied.

**‘Fine’ CLAUSE:**

The Availability & functioning of BMS systems is very essential and critical. Non-availability may result many tangible & non tangible losses in research work.etc.

Contractor should depute experienced personnel to carry out maintenance work in such a way that the repetition of the problem should be avoided.

Hence all the work routine, servicing, breakdown maintenance has to be carried out in accordance with all standards and statutory norms with minimum time and maximum accuracy to ensure maximum availability. Failure in meeting the above requirements will attract the ‘fine’ clause as below.

1. **Absenteeism:** No absenteeism shall be allowed. In case of absence of any staff in the agreed staff pattern, fine will be imposed at one and half times the rate for the day the staff remains absent.
2. **Non-Compliance of work:** In the event of failure of compliance of awarded work in stipulated time fine will be imposed as per double of actual expenditure incurred in attending the same by other agency.
3. In case of repeated problems where the service personnel fail to diagnose the problem properly, fine will be imposed at the rate of Rs.450.00 per repeats.

NCBS / concerned engineer will be authorized to deduct amount from the contractor bill or security deposit or initiate any other action as found suitable.

# Specific Note

Contractor must visit the site, understand the site condition, type of work involved, quantum of work etc., for carrying out works, before quoting.

Quoting firms, familiar with working in similar kind of installation & proven technical & financial record & having PF, ESI registration & labor license only shall quote. Previous month paid challan to be produced every month to claim the bills.

Contractor will ensure that all routine and preventive maintenance is done in a systematic and controlled manner so as not to disturb the lab activities.

**Documentation –** Submission of daily / monthly / quarterly / yearly reports as per NCBS formats for:

1. Maintaining Individual maintenance check list.
2. Preparation of schedule of work / updating of records.
3. The performance details, observation remarks
4. Inventory and history records.

The contractor should ensure that the staff deployed will come by wearing uniforms, safety shoes and displaying identity cards on person.

All works to be carried out in accordance with relevant Indian Standards.

As the work involved is specific in nature, the contractor will ensure proper supervision at all times.

In case of deficiency fine will be imposed.

Running of the system under abnormal condition or in risk will attract fine. Contractor will be responsible for any act of sabotage, misdeed, in-discipline, negligence on the part of contractor or his employees. Penalty or fine or legal action, as decided by Director, NCBS shall be imposed on the contractor.

IMPORTANT: Cleanliness and aesthetic finish are very important in NCBS. Hence any kind of work, be it maintenance, shifting or new work, generated dust & debris should be properly cleaned. Work finish should be neat and appealing.

All spaces / areas where work is carried out shall be cleaned and left spic & span after completion of work.

# Terms & Conditions

Quote as per annexure attached. Quote for Annual (1 year) charges. Indicate taxes separately.

Contractor shall take necessary precautions to ensure safety of his men during the period of

contract in NCBS. NCBS will not be responsible, nor be liable for any accident, damage, loss to

his men. Any act of commission or omission which jeopardizes the safety / security of the

centre, the contractor will be fined by the centre and any expenses whatsoever incurred

towards the work that need to be discharged by the centre on account of this, shall be suitably

recovered from the contractor, as deemed fit and as decided by NCBS. NCBS reserves the right

to not to consider the lowest bid.

The contract is initially for a period of 3 months. Based on the satisfactory performance,

it may be extended for another 9 months. NCBS may extend the contract for period of one more

year at same cost, terms & conditions.

***Annexure – B***

***GENERAL TERMS AND CONDITIONS OF CONTRACT***

**Note:**

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 specialized 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 work spot 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 per day. In any case there shall be 100% daily attendance is to be ensured. 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 – C, 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.

**Rate Chart – Schedule – I (Annexure –F)**

Total monthly amount payable is per month inclusive of all taxes, Service tax, duties & other statutory levies for the Scope of Work as per Annexure-F and Rate Chart Schedule-I.

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

**ANNEXURE – C**

**SCHEDULE OF DEVIATIONS**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No** | **Requirement of the Centre** | **Sl. No. As per schedule** | **Deviation Proposed** |
|  |  |  |  |

**Name and Address of the Tenderer Signature of the Tenderer**

**ANNEXURE – D**

## STATUTORY OBLIGATIONS:

The 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 tende5r with these cover / benefits.

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

The 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 contracts 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. The PF contribution of Employer will be 13.61% on (Basic + VDA), but restricted to Rs.6,500/- (Basic + VDA) per month.

**4. Employees State Insurance Scheme:**

The contract shall cover all your employees under Employees State Insurance Scheme as provided for under the relevant rules and shall remit the premium without default. Incase if the ESI coverage is not possible, the have to be covered under equivalent and suitable insurance.

**5. Minimum Wages Act:**

The contract 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 / depth 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 or Rs. 3499/- whichever is less. Bonus shall be paid every year one week before Diwali.

1. **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.

**Miscellaneous**

NCBS will not be responsible for death, accident or injury to the Contractor’s employees engaged by him, which may arise in the course of their duty at our premises, nor shall we be responsible and be liable to pay damages or compensation to such persons or to third parties. The Contractor shall at all times indemnify and keep NCBS indemnified against all claims which may be under the Workmen’s Compensation Act, 1923, or any statutory modifications thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workman or other person/ person at the Centre or premises, building, equipments etc. is attributable to the Contractor or his workmen, such damages shall be made good by the Contractor or his workmen, such damages shall be made good by the Contractor.

IN WITNESS WHEREOF the parties here to have set and subscribed their respective signatures and seal to the writing herein above on the date, month and year mentioned herein.

**“CENTRE” “CONTRACTOR”**

**WITNESS:**

ANNEXURE – E

NATIONAL CENTRE FOR BIOLOGICAL SCIENCES

Tata Institute of Fundamental Research

Engineering Services & Maintenance

**UNDER TAKING BY THE TENDERER**

**Tender notice No: NCBS/BMS/001/2013-2014**

* + 1. **I /we intend to carryout the subject work by resorting to engage……………. members in work force in a month.**

|  |  |
| --- | --- |
| **Details of Operations** | **No of Persons Proposed** |
| **Technical Support Executives** |  |
| **TOTAL WORK FORCE** |  |

* + 1. **I/We undertake to pay the wages equal to or more than the minimum wages as applicable (Wages fixed by Ministry of Labour, Government of India (or) Government of Karnataka (or) Department recommended wages whichever is higher)**
    2. **I/We undertake to contribute for workers towards PF, ESI, and ELI from the employer’s side as fixed by the relevant authorities.**
    3. **I/We undertake to pay the Bonus at the rate of 8.33 % of the total wages or Rs. 3,499/- whichever is less.**
    4. **I/We are fully responsible for the safety and security of the men, material, tools & equipment used in the scope of the contract.**

**Name and Address of the Tenderer Signature of the Tenderer**

**Annexure – F : Schedule- I**

**TABLE A**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ***Sl No*** | ***Statutory Benefits*** | ***% to be collected from employee*** | ***% to be collected by the Contractor*** | ***Total %*** |
| 1 | PF | 12 | 13.61 | 25.61 |
| 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 | 29.69 | 43.44 |

\* The amount of bonus payable is 8.33% subject to maximum of Rs. 3,499 per annum (the ceiling for calculation purpose from the salary or Wages of Rs. 3,500.00 per month as per Section 2(13) of Bonus Act, 1965.

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*** | ***Technical Support Executive*** |
| 1 | Salary (Basic) + (VDA) | ( ) + ( ) |
| 2 | Conveyance, Communication allowances |  |
| 3 | Accommodation and food Allowance, if any |  |
| 4 | Transport Allowance, if any |  |
| 5 | Communication / Telephone Allowance, if any |  |
| 6 | Risk Contingency, if any |  |
| 7 | Uniform, safety shoes, ID card etc. (minimum shall be Rs.400/- p.m.) |  |
| 8 | Washing allowances (minimum shall be Rs.200/- p.m.) |  |
| 9 | Contractors Supervision, Administrative and overhead expenses (includes Records, documentation, Registers, Submission of Statement, Supervisors, labour licence, bank Guarantee, tools, equipment, etc.. |  |
| 10 | Contractors Profit margin |  |
| 11 | **Total Direct Expenditure (1 to 10) Reimbursable Expenditure** |  |
| 12 | PF (13.61% on Basic + VDA), restricted to Rs.6500/- (of Basic + VDA) |  |
| 13 | Bonus (8.33% on Basic or 3499, whichever less), as per existing norms |  |
| 14 | ESI at 4.75% on Gross Salary except (Washing allowance + Yearly Bonus), OR equivalent suitable insurance |  |
| 15 | ELI (Workmen’s Compensation) |  |
| 16 | Service tax 0f 12.36% on ‘total direct expenditure’ indicated at Sl. No.11 above. |  |
| 17 | **Total of Re-imbursable Expenditure (12 to 16)** |  |
| 18 | **Total Expenditure (11 + 17)** |  |
| 19 | **No. of employees proposed** |  |
| 21 | **Total expenditure per Year** |  |

* 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.

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, 9 & 10 above ) and the rest are either percentages of salary or fixed as indicated herein.

**The Contractor shall supply 2 sets of uniform and one set of safety footwear which consists of safety shoes, socks (minimum two pairs) within a month of award of contact and a fresh set will be issued if the contactor is renewed beyond one year by the 13th month if renewed for 2nd year.**

**The monthly and periodical permia/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.**

Total in words: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(SIGNATURE OF THE CONTRACTOR) (DATE) (COMPANY SEAL)