



## 2 PART TENDER FOR Service Contract for Engagement of Manpower for Stores and Purchase

Tender Fee: Rs.300/-, EMD – Rs.30,000/-  
Cost of Tender : Approx. Rs.14 Lakhs  
Last date for Sale of Documents: 06/08/2020 till 16.00hrs  
Last date for submission: 10/08/2020 till 14.00hrs,  
Due date for opening bids: 10/08/2020 at 14.30hrs (Only Techno-Commercial Bid)

This tender document contains 20 pages  
(Page 1 to Page 17, Page 20, Cover – I, Techno-Commercial Bid)  
(Page 18 & 19, Cover – II, Price Bid)

Ref: NCB/W-200328/2020-21(C)

**Important Instruction:** The bids shall be enclosed in an envelope and sealed duly marked “Tender for “Service Contract for Engagement of Manpower for Stores and Purchase” Ref. No. NCB/W-200328/2020-21(C)”; 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 responsible for the delay.

Sealed tenders are invited under 2 cover system from Registered and Licensed Contractors of repute for Job Contract at NCBS-TIFR, Bangalore – 560 065. Quotations must be submitted giving complete details using enclosed Tender papers.

The Technical and Financial / Price Bids shall be submitted simultaneously in two (2) cover (sealed) system. The proposals shall be evaluated in two stages: (1) Technical and (2) Price / Financial.. A minimum qualifying mark is set and only those Contractors whose Technical proposals score the minimum mark of 75% and above shall be considered for Financial Evaluation. Technically qualified bidders shall be considered for Financial Evaluation. Thereafter, Financial proposal shall be evaluated. The Commercial Lowest Bidder shall be the first preferred Contractor for the award of Work.

If more than one bidder become L1, the selection will be through competitive process on the basis of comparison technical & financial proposal. The firm obtaining highest score in Technical bid and Lowest price, is the first preferred agency for award of contract.

**Important:** Please read carefully instruction for the Tenderer and Scope of Work. The prospective Contractors should note that high quality of service and professional approach is the essence of this contract.

### GENERAL CONDITIONS

- 1) Contractor should have minimum 5 years experience in providing Manpower for Stores and Purchase (Highly Skilled, Skilled, Semi-Skilled) to the Government / Semi Government Institutions or big organizations for above said nature of jobs specially managing Stores and Purchase.
- 2) The contractor should have a valid PAN number issued by the Income-Tax Authority.
- 3) Should have a valid Registration Certificate of the firm / agency / Company. Firm should be registered / licensed manpower supplier firm with Labour department of any State Govt. / Central Govt. for the supply of skilled, semi-skilled and unskilled manpower.
- 4) Should have an independent GSTNo.
- 5) Should have valid independent ESIC and an independent EPF/PPF Registration.
- 6) Security Considerations: The persons deployed by the agency should NOT have any adverse police records/ criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are deploying. A Certificate to this effect is to be furnished by the Contractor for each Contract Employee to whom the Contract shall be awarded.



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Emoluments which shall be well above the minimum wages as prescribed under the Minimum Wages Act,

**8) The tenders should be submitted in two sealed covers.**

The **First sealed cover - COVER I** should be superscribed “**Techno-Commercial Bid**” and should contain Annexures A-F duly accepted, signed by authorised signatory with seal. The cover shall also contain the following documents :-

- (i) **Company profile including previous experience of manpower deployment to government Departments, Multi - National companies, etc. Please attach copies of Work Orders, Completion Certificate, etc.**
- (ii) Acceptance of terms and conditions specified in these tender documents
- (iii) Demand Draft /Bank Guarantee in lieu for Earnest Money Deposit
- (iv) Solvency Certificate issued by your banker
- (v) Deployment pattern of Management Personnel
- (vi) The Firm must fill all the conditions required under CONTRACT LABOUR REGULATION & ABOLITION ACT 1971.

The **Second sealed cover - COVER II** superscribed as 'Price Bid', **Model – 1 and Model – 2 and bidders must quote for both the models**, should contain **Annexure G** rates which is to be quoted on monthly basis for normal duty of 8 hrs per day per person

- THE ABOVE MENTIONED TWO COVERS SHALL BE SEALED ON THE OUTSIDE WITH WAX SEAL BEARING THE LOGO/NAME OF THE COMPANY SUBMITTING THE BID.
- THESE TWO COVERS SHALL BE AGAIN PUT INTO A SINGLE WAX SEALED COVER superscribed “**Tender for Service Contract for Engagement of Manpower for Stores and Purchase**”, This should be addressed to the Head-Purchase, NCBS-TIFR, GKVK, Bangalore – 65. **The Techno Commercial Bid will be opened on 10/08/2020.** The Financial/Commercial bids shall be evaluated subsequently and only the shortlisted firms will be considered for the price bid opening.

9) 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 Nationalised / Scheduled bank. Alternatively, a Bank Guarantee from a Nationalised / Scheduled 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.

**Micro and Small Enterprises (MSEs):**

1. Micro and Small Enterprises (MSE) must, along with their offer, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME)
2. The MSEs are exempted from payment of earnest money and tender fees subject to furnishing of relevant valid certificate for claiming exemption as per privilege rules of Government of India.
3. The bidder submits registration of Udyog Adhar Memorandum (UAM) by Ministry of Micro Small and Medium Enterprises (MSME) vendors on Central Public Procurement Portal (CPPP). The bidders who fail to submit UAM number shall not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs Order 2012 issued by MSME.

**The following conditions of Tender and Scope of Work shall be considered as “Essential Experience”.**

- A. The Agency should be able to provide suitable deployment plan for management.
- B. The Personnel deployed should have pleasing personality, good communication skills and experience in the relevant fields.
- C. Training and Experience in Purchase and Stores and use of computers and modern office communication equipment and familiar with all latest software.
1. Quotations 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.**
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 in bold with the Tender Title, reference No. and due date, 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 date and 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. NCBS 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 or** all tenders without assigning any reason whatsoever.



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10. The Centre reserves the right to split 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. The tender form should be filled and sealed to reach NCBS on **10/08/2020**. The contractor chosen will have to undertake the work within 10 days from the receipt of the Work Order.
13. Bids shall be accompanied by the following, failing which the offers are liable to be rejected :
  1. License and Registration Certificate issued by competent authority
  2. Organization Structure
  3. List of works on hand/carried out during the last 5 years
  4. Performance Certificate from the existing client(s)
  5. ESI & PF Registration Certificate.
  6. Annexures B,D,E duly filled in
  7. The entire tender document duly countersigned (as a token of acceptance of all terms and conditions indicated in the documents)
  8. Earnest Money Deposit
  9. GST Registration
14. All annexures, attachments/drawings (if any) to this enquiry shall be read as part & parcel of this enquiry.
15. 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.
16. All the bids shall be in the prescribed annexure forms and bear the signature, date, name and designation with company seal 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 Engagement of Manpower for Stores and Purchase**" and Reference No. NCB/W-200328/2020-21(C)

**TENDERS RECEIVED LATE OR 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.**

**1. DEFINITIONS OF TERMS :**

1. Centre or NCBS means National Centre for Biological Sciences, Tata Institute of Fundamental Research, GKVK, Bellary Road, Bangalore – 560 065.
2. Contractor, bidder, firm means the person to whom the work may be awarded.
3. Work Order, Purchase Order or Order shall mean the Work order/contract with associated specifications, tender documents, etc. 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 following annexures are part of the tender documents under reference:
  - a) Annexure – A – Scope of work
  - b) Annexure – B – Profile of experience in providing manpower for Stores & Purchase
  - c) Annexure – C – Important note for the bidder
  - d) Annexure – D – Schedule of Experience of last 5 years
  - e) Annexure – E – Schedule of Deviations from specifications / conditions
  - f) Annexure – F – Statutory obligations
  - g) Annexure –G – COVER II – PRICE BID



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The Bidders shall fill in Annexures B, D, E and G completely and submit them along with their bids. All details and columns shall be filled, and if Annexure E or a particular column (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 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 thereby undertakes to abide by his/her suggestions/instructions, etc. as regards services in this agreement.

1.3 *“Addition / alteration in the Scope of work: At the time of awarding the contract, the quantity to be procured must be re-judged based on the current data, since the ground situation may have very well changed. The tendered quantity can be increased or decreased by 25 (Twenty -Five) percent for ordering, if so warranted. In case of reduction in quantity, the reduced quantity at the same rate and at the same terms and conditions as tendered and any alteration or addition to the scope of work will be communicated to the Contractor and the Contractor shall carry them out .*

## **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 the number and quality of staff as contracted 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 Contractor as soon as the agreement is signed shall submit a list and biodata with photo of their workmen/supervisors/others indicating their name, age, qualification, experience and salary along with copy of appointment orders issued to them. As and when there is a change in the staff posted, a revised list and biodata with photo shall be submitted along with copy of appointment order issued to the new appointee/appointees, simultaneously. Security Considerations: The persons deployed by agency should NOT have any adverse police records / criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are deploying. The successful bidder to whom the work is awarded shall have to submit an undertaking in writing to this effect.

2.2 It is normally understood and agreed between both the parties that the 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 the Contractor alone will be solely responsible for the terms and conditions of their services, safety, health, statutory requirement, etc.

2.3 It is understood and agreed that the Contractor will be held responsible for any disciplinary matters arising out of the work or conduct 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.

2.4 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.

2.5 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.

The Contractor shall be solely responsible to comply with all legal and statutory requirements that arise out of this tender 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 badges/ID cards with photos and 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.

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- 2.6 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. A person should have basic knowledge to read and write in English. He/She shall be between age group of 18 years to 35 years.
- b) The Contractor shall pay Salary and other Allowances/Benefits as indicated by the Contractor in their tender and accepted by NCBS within the first 7 working days of the month succeeding the month for which the salary is to be paid. In order to ensure high quality of service and having regard to the scope of work and the appropriate level of expertise (i.e., qualification, experience) required for the job, the Contractor should pay such salary / wages which is higher than the statutory wages as prescribed by the Minimum Wages Act, so that quality of service is assured. Such salary shall be well above statutory minimum wages. Any breach of these conditions will render the Contract liable to be cancelled.
- c) If the rates quoted by the Contractor and accepted by the Centre includes bonus, applicable wage increase, miscellaneous, etc., details of what is provided, its cost, etc. shall be furnished periodically. If proof of payment of all benefits are not furnished once in 3 months and once in a year for 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 1<sup>st</sup> 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 outsourced employees posted at NCBS. This should be done immediately but not later than one month from the date of signing joint agreement. The Contractor should ensure that the outsourced employees display this card prominently.

2.7 It is clearly understood and agreed upon that neither the Contractor nor Outsourced 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 a specified period.

2.8 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 & or cost shall be recovered from the contractor's dues/amount payable or shall be paid by the Contractor on a demand from NCBS.

2.9 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 and further indemnify and keep indemnified the contract employees against all loss, claims accrued of any nature due to any act of omission or commission or negligence by the contract employees and contractor. 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 with NCBS's previous consent in writing.



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2.10 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 initially awarded for a period of one year and if the services are found to be satisfactory, the Centre reserves the right to extend the contract for a further period of one year on the same terms and conditions.

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 shall 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 case of failure on the part of the Contractor to complete the contract as per the terms of Contract within the specified contract period 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 herein, 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 as deemed so by the Centre. The contractor shall be liable for any loss which the Centre may sustain by reason of such risk contract in addition to penalty.

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 to 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 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 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 of 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 .



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The contract would be terminated without any notice. Further, the Contractor would be levied penalties, as appropriate as deemed by NCBS. 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 @ 10% per annum 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.

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 elements :

a. Basic + VDA plus all applicable statutory contribution deductions as per the relevant laws.

**\*\* Bonus as per Clause No.4.1.3 is payable on disbursement of Bonus to the Employees.**

PF, ESI and ELI will be reimbursed to the contractor only on production of registration No. / ESI card/payment of ELI premium.

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 Bonus: Bonus shall be payable by the contractor to his outsourced employees once in a year before Dussehra/Diwali or when a outsourced employee's service is discontinued. The amount of bonus payable should be in accordance with the Payment of Bonus Act

4.2 The monthly/running bill of the Contractor will become payable after the end of each month on submission of a bill with all details, data and certification by the Contractor, and on due certification by the Officer-in-Charge about the satisfactory services against the claim, the Contractors payment will be released only after the contractor disburses the salary to the contract employees as per Clause No. 4.5 every month and copies of deposit of statutory dues are enclosed along with the bills.

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



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4.4 Payment of Contractor's bill shall normally be made within 15 working 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.

4.5 Payments by the Contractor to the contract employees shall be disbursed on or before 7<sup>th</sup> of the succeeding month in the presence of the Accounts Officer and / or any other authorized officer of NCBS. If 7<sup>th</sup> happens to be a holiday, payment shall be made on the previous working day. The Contractor shall notify all his employees/workers about the monthly payment date in their appointment order, and follow this schedule 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 and / 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 30 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 Nationalized / Scheduled 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 to be quoted in the Price bid shall be exclusive of all taxes and duties/escalation and shall remain valid for the period of the agreement, i.e. one year from the date of Work Order which may be extended for one more year . 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.**

5 The Contractor shall pay any claim made by the Centre of 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:**

6.1 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 any authorized person of the Centre for inspection and supervision at all times.

**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 issue of identity cards, all material movements (incoming and outgoing ).



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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 and machinery, person, property, etc. including third party risks arising due to causes attributable to the agreement. The decision of the Centre Director shall be final and will be binding on both parties.

7.3 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.

**8. Miscellaneous**

8.1 The work mentioned in the schedule is not exhaustive, but 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 the contract.

8.2 The contractor shall meet the designated Officer-in-Charge of the Centre everyday 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-in-Charge.

**9. Dispute and Resolution**

9.1 Any dispute or differences that may arise between the parties shall be referred for sole arbitration to the Centre Director or his nominee. The decision of the Arbitrator shall be final and binding on the parties. The venue for arbitration shall be Bangalore. 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 clauses 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 annexures thereof, i.e. tender documents and annexures have least primacy, if any clause or detail there has been superceded 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 authorized representatives of both parties.

For and on behalf of  
National Centre for Biological Sciences

  
for Head-Purchase

**Ref: NCB/W-200328/2020-21(C)**

**TENDER SPECIFICATIONS- ANNEXURE – A - SCOPE OF WORK  
STORES – Highly Skilled Category – 3 Nos.**

- 1) Assisting with the general stores function, receiving and issuing goods.
- 2) Open each received box and all received items to examine them for defects or damages, Check-in materials and match purchase orders with received items.
- 3) Checking and unloading deliveries safely in the correct areas.
- 4) Assist in checking stock against packing slips or invoices determining if there are any shortages, damages, missing goods etc.
- 5) Report any damaged items to the supervisor immediately.
- 6) Assist in counting all received items to ensure that required quantity has been received.
- 7) Assist in recording the number of materials received.
- 8) Make arrangements for items to be properly stacked on shelves by rearranging items to ensure appropriate space.
- 9) Place stock in designated storage areas.
- 10) Ensure that items are appropriately placed on shelves and racks according to their types and sizes.
- 11) Label each item according to labelling guides provided by the Stores keeper.
- 12) Issues of items against stores requisition.
- 13) Assists in counting and recording inventory.
- 14) Carries physical verification of stores.
- 15) Assist in creating reports about materials moved.
- 16) Operating and maintaining photocopier machine.
- 17) Assist in maintaining records in proper order.
- 18) Keeping record in prescribed manner.
- 19) Pull out record as and when required.
- 20) Reordering the documents in relevant files.
- 21) General cleanliness and upkeep of the section and ensuring the work place is hygienic and clean.
- 22) Ensure cleanliness and maintenance of the warehouse on a constant basis
- 23) Maintaining the outside area of the stores and yard in a safe clean and tidy condition
- 24) Assists in keeping stockroom, warehouse and loading area in a clean and orderly condition
- 25) Carrying files/documents and other papers to the official concerned within the campus.
- 26) Stock update and maintaining records of CO2 and N2 cylinders.
- 27) Based within Stores, work will vary from office administrative duties through to manual handling both inside and outside in all weather conditions. Overtime may be required from time to time to issue fittings from the stores out of hours for emergency/unplanned works.
- 28) Folding of Corrugated boxes on daily basis from stores and moving it to designated place.
- 29) Assists in disposal of scrap items.
- 30) Cooperating with office staff to maintain proper interaction and a friendly environment within the campus.
- 31) Daily routine store work.
- 32) Any other work assigned by the superior authority.

**Other Responsibilities:**

Need to assist during the time of procurement of Rectified spirit and travelling will be involved for a day or two.

**Skills and Specifications:**

Should be honest, respectful and trustworthy.



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**Purchase – Highly Skilled Category – 1 No.**

1. Inward / Outward of Files on daily basis.
2. Inward Entries of Documents i.e Quotations, Invoice, Bill of Entry, any other correspondence received in Purchase Section and giving to the respective Persons.
3. Issue of Purchase Orders Local / Foreign, (Job involve: taking Photocopies, Scan & sending the Purchase Order to supplier by mail and Courier, And also forwarding to Internal Department i.e Accounts and stores.
4. Forwarding Payment Confirmation to the Suppliers.
5. Submitting Proforma Invoice to Accounts (In case of Advance Payments / Local Payments).
6. Advertisement bills processing taking photocopy & submitting the original to accounts.
7. Attending Suppliers and Students for update on PO's Issued.
8. Assisting the Purchase Assistants for Photocopy or any other work as assigned
9. Photocopying the documents for Purchase Committee meetings.
10. Arranging Files in order & Filing of Payment Confirmations.
11. Register entry in System (MS-EXCEL).
12. Register entry in Indent and PO Book.

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**INFORMATION TO TENDERERS**

The Tender shall be evaluated under 2 (Two) Bid System

- ii) i) Technical Bid
- iii) ii) Financial Bid

**Technical Evaluation shall comprise of**

- I. Mandatory requirements.
- II. Technical Evaluation criteria with marks.

**All the mandatory requirements has to be fulfilled by the Bidder to go to the next stage of Technical Evaluation criteria with marks. The Bidders who are not meeting the mandatory requirement, their offer will be summarily rejected.**

**I. Mandatory requirements:-**

- 1. Copy of valid Establishment Registration Certificate of the Firm.
- 2. Copy of PAN.
- 3. Copy of valid Labour License issued by the Competent Authority.
- 4. Copy of ESI Registration.
- 5. Copy of PF Registration.

<b>TECHNICAL EVALUATION CRITERIA WITH MARKS</b>			
<b>Sl No.</b>	<b>Technical Requirement</b>	<b>Max Marks</b>	<b>Enclosed at</b>
1	Company Profile and Organization Structure	5	
2	Solvency Certificate for Rs.10 Lakhs issued by the Bank – after March 2018	5	
3	Contractor should have minimum 3-5 years experience in providing manpower for Stores & Purchase (Highly Skilled, Skilled, Semi Skilled) to the Government / Semi Government Institutions or bid organizations. (Pl. enclose documentary evidence).	20	
4	Copy of the Work Order for similar nature of work worth Rs.11Lakhs or more in 1 establishment or 2 Orders worth Rs.8 Lakhs each or more or 3 Orders of Rs.6Lakhs or more per annum in one or two different establishments during the last two separate financial years (2017-2018 and 2018-2019).	30	
5	Performance Certificate from the existing clients (issued Jan 2020 onwards – minimum 3) (excluding NCBS)	30	
6	Audited Financial statement of the last 3 years (Balance Sheet & P & L A/C)	10	
	<b>TOTAL MARKS</b>	<b>100</b>	

**The proposals shall be evaluated in two stages: (1) Technical and (2) Price / Financial. A minimum qualifying mark is set and only those Contractors whose Technical proposals score the minimum mark of 75% and above shall be considered for Financial Evaluation.**

**Thereafter, Financial proposal shall be evaluated. The Commercial Lowest Bidder shall be the first preferred Contractor for the award of Work. If more than one bidder become L1, the selection will be through competitive process on the basis of comparison technical & financial proposal. The firm obtaining highest score in Technical bid and Lowest price, is the first preferred agency for award of contract.**

**NOTE: All enclosures should be Flagged properly and enclosed separately for easy verification.**



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**PROFILE OF EXPERIENCE IN ENGAGEMENT OF MANPOWER FOR STORES & PURCHASE  
(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. Security experience in : Government / Public Sector / Research Institute/ Private Institution
  - a. Position held :
  - b. Reasons for leaving :
  - c. Length of service and 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. a) Do you have a control room which is open round the clock. If yes what is the Name, phone No./Mobile No. & the level of person manning it :
  - c. In case of a sudden accident, fire or any emergency, what support in terms of resources your organization can provide? :
6. Have you provided CAR Policy, All Risk Policy, Employees Liability Insurance, etc. in any of your contracts? If yes, give details. :
7. If you think you have expertise in the work put to tender, please give a brief write up on that. :
- Any other information :
- Signature :
- Name :
- Designation :
- Name & Address of the company with Seal :
- Date :

**IMPORTANT**

- a. Please attach the Biodata of the persons who would be posted to NCBS if work order is awarded.
- b. Please enclose name, qualification, experience, etc., of persons.
- c. Please obtain police clearance for people deployed at the Centre



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### **IMPORTANT NOTE FOR THE BIDDER**

#### **ANNEXURE – C**

1. The employees/workers to be deployed by the successful Bidder shall be qualified, properly trained and experienced to handle the services as outlined in the Scope of Work mentioned in 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, address and other details of personnel to be deployed by him. A Certificate stating that the Character and antecedents have been verified should also be furnished. 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 any point of time, there must be a minimum of 90% attendance in each shift. Any absence or shortage beyond this may be managed by giving over time; shortage or absenteeism less than 90% in shift shall be penalized including termination of the contract. Payment shall however be restricted to actual number of people as physically deployed in each month.
5. The Tenderer must indicate the deviation in Annexure-E, with reasons thereof. The deviations indicated by the tenderer shall be form the tender document issued by NCBS. Deviations shall be valid only if it is accepted by NCBS and forms part of the joint agreement.
6. The rates quoted shall be valid for 2 years from the date of Work order followed by joint agreement.



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SCHEDULE OF EXPERIENCE OF LAST FIVE YEARS

ANNEXURE – D

Please furnish list of firms/offices where you have undertaken similar jobs (please use additional sheets, if necessary:)

Sl. No.	Name of the Company with full Address	Period	Contract Value (Rs.)	Contact person & phone Nos.	
		From			
Signature					
Name					
Designation					
Name of the company					
Date					
Seal of the company					

SCHEDULE OF DEVIATION FROM SPECIFICATIONS/CONDITIONS

ANNEXURE – E

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

--

The bidder hereby certifies that the above mentioned are the only deviations from Technical Specifications / Commercial terms and conditions of this tender. (State NIL if no deviation is envisaged.)

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



**STATUTORY OBLIGATIONS:  
ANNEXURE- F**

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 & Regulation 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 7<sup>th</sup> of the succeeding calendar month. The Contractor will receive payment from the Centre only after he has disbursed in full the wages payable to his employees. The wages shall be distributed in NCBS premises and the Accounts Officer or 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 by contribution from the successful bidder as indicated in Annexure B. 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 their employees under Employees State Insurance Scheme as provided for under the relevant rules and shall remit the premium without default.

**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 employees/workers 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/-.

**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. Bonus will be limited to 8.33% of total salary earned in the relevant accounting year as per Bonus Act, 1965 and amendments from time to time.

**8. Karnataka Labour Welfare Fund Act, 1965.**

**9. General :**

Contribution towards PF, ESI & ELI shall be reimbursed 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.

**COVER – II – PRICE BID  
(PRICE BID IS TO BE SUBMITTED FOR BOTH THE MODELS GIVEN HEREAFTER)**

**ANNEXURE – G**

1. Name of the firm along with Registration No. :  
GST Registration No. :
2. PF Registration No. :
3. ESI Registration No. :  
(copies to be enclosed)
4. Registered address of the firm :
5. Status of the firm (tick what is relevant) : (Co-operative, Proprietary, Partnership, Private Ltd. Public Limited Co., etc.,)
6. No. of employees proposed to be deployed
  - a) For estimated quantities as in Annex. A.
    - i) :
    - ii) :
    - iii) :
    - iv) :
    - v) :
    - vi) :
    - vii) :

7. Monthly salary & other contributions payable to each worker /employee under:

a) The Minimum Wages Act (as per Govt. of Karnataka / Govt. of India (whichever is higher) norms) and other statutory provisions (and requirements as enumerated by NCBS in these documents and as applicable ) in force as on date.

The percentage of salary to be paid by the Contractor for various statutory benefits are listed below indicating percentage to be paid by the Contractor, the part to be collected from the employee, and total.

**TABLE A**

<i>Sl.No</i>	<i>Statutory Benefits</i>	<i>% to be collected from employee</i>	<i>% to be paid by the Contractor</i>	<i>Total %</i>
1	PF	12	13.00	25.00
2	ESI	1.75	4.75	6.5
3	Bonus	-	8.33 *	8.33 *
4	ELI(Workmen's Comp.)/Group Insurance	-	3.00	3.00
	<b>Total</b>	<b>13.75</b>	<b>29.08</b>	<b>42.83</b>

\* The amount of bonus payable is 8.33% subject to maximum of **Rs.7,000.00** per annum as per Section 12 of Bonus Act.

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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	Highly Skilled
	No. of Manpower proposed	4
<b>I. Amount payable by the Contractor to Contract Employees</b>		
1	Salary (Basic + VDA)	
2	Uniform	800 00
3	Washing Charges	100 00
<b>II. Amount payable by the Contractor towards Statutory Payments</b>		
1	PF ( Max ceiling of Rs.15,000/- pm)	
2	Medical claim	
3	ELI (Workmen's compensation)	
4	Taxes, duties, levies etc (Pl. provide break up details)	
<b>III. Amount payable to the Contractor</b>		
1	Supervision & Administrative expenses and Contractor's Margin	
<b>TOTAL (Rs.)</b>		
<b>GRAND TOTAL (Rs. Ps.)</b>		

**NOTE: The Contractor shall supply 2 sets of uniform within a month award of Contract and a fresh two sets to be issued if the contract is renewed beyond one year by the 13<sup>th</sup> month, if renewed for 2<sup>nd</sup> year.**

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	Highly Skilled			



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**IMPORTANT:**

- 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 prospective contractors visit NCBS to see the area and work and have discussions before submitting the bids.

The Contractor shall quote salary and contractor's margin and the rest are either percentages of salary or fixed as indicated herein.

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 statutory benefits listed 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 and indicate details thereof or separately. (Pl. attaches additional sheets, if necessary).

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

Name :

Seal of the Company:

Designation:

Signature:

Date: