

Government of India
Ministry of Agriculture
Department of Animal Husbandry, Dairying and Fisheries
C. C. S. National Institute of Animal Health
Baghpat Uttar Pradesh-250609

F.No. A-1-2/2007/NIAH

Dated: 18th March, 2011

Last date of Receipt: 11th April, 2011 by 03.00 P.M.
Date of opening of Tender/Quotation: 11th April, 2010 by 03.30 P.M.
Earnest Money Deposit: Rs. 5,000/-

TENDER NOTICE

**Engagement of Agency for providing two Laboratory Assistant on outsourcing basis for the
CCS National Institute of Animal Health, Baghpat**

Sealed competitive bids are invited by the Institute from reputed and registered Service Provider Firms for providing **Two Laboratory Assistant** to the Institute on outsourcing basis for a period of 6 month depending upon the requirement of the Institute, from time to time as per the terms and condition set forth in this tender.

The Services of the agency would be required initially for a period of six month, extendable further subject to the need of the Institute. The tender will be opened in the presence of representatives of the firms who may also be present if they wish at the time of opening of tender.

Scope of the work of Manpower

The tentative requirement of manpower, educational bench-marks and responsibilities of manpower to be engaged by the Institute during the period of the contract shall be as under:

Sl. No.	Category of Manpower required (tentative)	No. of Manpower required (tentative)	Educational Qualification	Responsibilities
1.	Laboratory Assistant	Two (2)	Essential:- B.Sc. in Biotechnology/ Microbiology/ Chemistry from a recognized University/ Institution. Desirable:- (i) M.Sc. in Biotechnology/ Microbiology/ Chemistry from a recognized University/ Institution. (ii) Two years experience in research/ manufacture of vaccines and biologicals in	i- To carry out microbiological and analytical tests related to diagnosis and quality control of Veterinary Biologicals. ii- To carry out work related to clinical pathology, blood collection, and any

			a recognized Government/ Autonomus institution in manufacturing/ testing biologicals.	other work related to clinical laboratory.
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The above responsibilities are only tentative and may vary depending upon the volume of work, functional requirements etc. Any variation in the requirement of manpower shall be communicated to the agency at sole discretion of the Director of the Institute.

The personnel deployed will adhere to the working hours of the Institute. However depending upon the exigencies of work, the personnel may be required to work late **beyond office hours or on closed holidays for which they will be compensated.**

1. Tenders

- A.** Sealed tenders may be delivered, to the **Director, CCS National Institute of Animal Health, Department of Animal Husbandry, Dairying and Fisheries, Ministry of Agriculture, Government of India, Baghpat** by **11th April, 2011, latest by 1500 hrs.** The tenders are to be sealed in a cover super scribing the envelope “**Engagement of Agency for providing two Laboratory Assistant**”.
- B.** Tenders must be written in English. All correspondence in connection with or arising from a bid shall be in English/Hindi.
- C.** **The price should be quoted in Indian rupees.**
- D.** **Single Bid System** systems will be adopted. The envelope shall contain the bid **and the EMD.** The cover shall superscribed clearly as for “**Engagement of Agency for providing two Laboratory Assistant**” on the envelopes. **Unsealed materials will not be accepted.**
- E.** Tenders may be submitted in sealed envelope super scribed “**Engagement of Agency for providing two Laboratory Assistant**” due on addressed to

*The Director,
C.C.S. National Institute of Animal Health,
Department of Animal Husbandry, Dairying and Fisheries,
Ministry of Agriculture,
Government of India,
Baghpat, UP*

Tenders can also be deposited in the tender box kept in the Administrative block of the CCS NIAH, Baghpat.

- F.** The tender document should contain the following: -
 - (i) The Performa at **Annexure-I** duly filled in and attached with required documents and certificates.
 - (ii) Demand Draft/FDR for **Rs 5,000/-** Earnest Money Deposit.
 - (iii) **Rate is to be quoted on monthly basis for manpower.**
 - (iv) All other required documents.
- G.** The initial period of contract could be for one year subject to the necessary approval of the competent authority or filling of regular post. **On filling of regular post the contract will be terminated automatically. Service charges/rates quoted by agency would be fixed and valid for a period of one year.**

2. Late Tenders

- (i) Any tender received by the CCSNIAH after the deadline for submission of tender will be rejected and returned unopened to the Tenderer.

3. Opening of Tender

- (i) **All tenders will be opened in public on 11th April, 2011, latest by 1530 hrs 2011, at the conference room, C.C.S. National Institute of Animal Health, Baghpat (U.P.)** Department of Animal Husbandry, Dairying and Fisheries, Ministry of Agriculture, Government of India, Baghpat, Uttar Pradesh-250609. Tenderer or their representatives may be present during this meeting.

4. Documents establishing tenderer's eligibility and qualifications:

Only registered and bona-fide Service Providers/ Agencies having experience of at least three (3) years of supplying manpower service to the Ministeries/ Departments/ Govt. Organizations/ Public Sector Undertaking/ Corporate Sector/ Autonomous Bodies etc. are eligible to apply.

- (i) Registration certificate of agency for providing services.
- (ii) Proof of recent ESI and EPF transaction.
- (iii) TAN No. proof of the agency.
- (iv) Proof of recent Service Tax transaction.
- (v) Company brochure showing the profile of the company.
- (vi) Copies of proof having executed similar job in two govt. deptt./public undertaking/autonomous bodies.
- (vii) The firm should also produce Income Tax Clearance Certificate (ITCC) for the last three (3) years and Sales Tax Clearance Certificate/VAT.
- (viii) The Agency must have recorded a minimum turnover of 50.00 lakh (Rupees Fifty Lakh Only) in each of last three years through execution of contractual services of supplying manpower. The agency should attach financial statement for the last three (3) years to corroborate their claim of turnover.
- (ix) There should be no legal suit/criminal case pending or contemplated against the Proprietor of the agency or any of its Directors (in the case of Pvt. Ltd. Company) on grounds of moral turpide or for violations of any of the laws in force. The agency must enclose this declaration at the time of submission of tender.

5. Earnest money

- (i) The tenderer shall furnish, as a part of its tender, Earnest Money Deposit of **Rs. 5,000/-**.
- (ii) The earnest money is required to protect the NIAH against the risk of tenderer's conduct, which would warrant the security's forfeiture.
- (iii) The earnest money shall be in one of the following forms:
 - a. A bank guarantee issued by a reputable bank located in the country and valid for 6 months.
 - b. A bank draft payable to **"Pay and Accounts Officer (Extn.), Deptt, of Agriculture and Cooperation, New Delhi"**
- (iv) Any tender not accompanied by earnest money will be rejected.

- (v) Unsuccessful tenderer's earnest money will be discharged or returned as promptly as but not later than ninety days.
- (vi) The successful tenderer's earnest money will be discharged upon the tenderer signing the contract.
- (vii) The earnest money may be forfeited:-
 - a. If a tenderer with draws its tender during the period of tender validity specified by the tenderer on the tender form of
 - b. In case of a successful tenderer, if the tenderer fails to sign the contract.

6. Period of validity of tenders

- (i) Validity of tenders shall be 180 days after the date of tender opening. A tender valid for a shorter period shall be rejected by the NIAH as non-responsive.
- (ii) In exceptional circumstances, the NIAH may solicit the tenderer's consent to an extension of the period of validity. The request and the responses there to shall be made in writing (or by cable). The earnest money provided shall also be suitably extended. A tenderer may refuse the request without forfeiting its earnest money. A tenderer granting the request will not be permitted to modify its tender condition.

Only those who fulfill the following minimum criteria need submit their bids:

- a. The agency should not have been black-listed by any organization.
- b. It should be willing to take up the contract on the terms and conditions as mentioned below.
- c. The manpower will have to be supplied by the agency within 5 days of award of contract.

7. Emoluments

- (i):- The agency will make payment to the staff on a monthly basis by the 7th of each month in the form of cheque at the premises of the Institute, Baghpat in front of Officer of the Institute. The agency will submit the invoice/claim to the Institute on a monthly basis duly supported by proof of disbursement of salary to the staff, in triplicate, for payment. The payment to the agency shall be released within 45 days from the date of receipt of invoices, provided the claim of the agency is found to be in order from all angles. The Income Tax deducted at source and such other taxes/levies as are required by the to be deducted shall be deducted from the charges payable to the agency. The agency shall furnish details of disbursement made to the staff indicating the amount remuneration received from the Institute against each individual, amount deducted on account of statutory deduction such as ESI, EPF etc. and net amount paid to each individual duly supported by details of payment made to the contractual staff before presenting claim for next month. The proof of payment of statutory obligations such as ESI, EPF etc. and any other applicable Taxes accompanied by Form 3 A must be furnished by the agency indicating the names of employees and amount deposited in respect of each, failing which subsequent payment to the agency shall be withheld.

8. Terms and conditions

The agency should meet the following criteria following criteria for evaluation of tender:-

1. Based on the requirement of Lab Assistant, the candidates recommended by the agency will be short listed for engagement by the Director of the Institute through a screening/test/Interview and the decision of the Director, CCSNIAH, Baghpat will be final in this regard. In case of the Director, CCSNIAH, Baghpat in its discretion finding any deployed person is not desirable or suitable for whatever reasons in the sole discretion of the Director and upon so being notified by the Director, the agency shall be liable to withdraw such person(s) forthwith and substitute by a person(s) acceptable to the Institute.
2. The persons engaged by the agency should not have any police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of each person recommended by them. The character and antecedents of each person provided by the service provider agency will be got verified by the service provider agency before their deployment after investigation by the local police, collecting proofs of identity like past work experience, proof of residence and recent photograph and a certification to this effect will be submitted to this institute by the service provider agency. The service provider agency will also ensure that the personnel deployed are medically fit and will keep a record a certificate of their medical fitness.
3. The service provider agency shall engage necessary persons as required by the service provider agency from time to time.
4. The service provider agency's persons shall not claim any benefit/ compensation/ absorption/ regularization of services from this institute under the provision of industrial disputed act, 1947 or contract labour (regulation and abolition) act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider agency to this institute.
5. The persons of the service provider agency shall not divulge or disclose to any persons any details of office, operation process, and technical know how, security arrangements, administrative/organizational matters as all are confidential/secret in nature.
6. The service provider agency's personnel working should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote and enhance the image of this institute. Service provider agency shall be responsible for any act of indiscipline on the part of the persons deployed by him.
7. The persons deputed by service provider agency shall not be below the age of 18 years.
8. They shall not interfere with the duties of the employees of this institute.
9. This institute may require the service provider agency to dismiss or remove from the office, any person of persons, employed by the service provider, who may be found to be incompetent or for his/ her/ their misconduct and the service provider shall forthwith comply with such requirements. The service provider agency shall replace immediately any of its personnel if they are found to be unacceptable to this institute because of security risk, incompetence, conflict of interest a breach of confidentiality or improper conduct upon receiving written notice from office.
10. The service provider agency shall ensure proper conduct of his persons inside the office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking and tobacco or any other prohibited substances.

11. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider agency shall be the responsibility of the service provider agency.
12. The service provider agency will be responsible for complying with the obligations under the Labour Laws in respect of minimum wages and various other provisions for all its employees deputed to work for the Institute. Agency wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable from time to time including minimum wages act, employees provident fund, ESI act etc. and this office shall not incur any liability for any expenditure, whatsoever on the persons employed by the agency on account of any obligation.
13. The service provider agency will submit the bill in triplicate. The payment will be made after deduction of taxes deductible at source under the law in force.
14. The Agency shall not sub contract the services of personnel sponsored by them.
15. The Institute reserves the rights to terminate the contract at any stage if the performance of the Agency is not found to be satisfactory.
16. The Institute is not bound to accept the lowest quotation and / or assign any reasons for rejecting any or all the bids.
17. Payments to the service provider agency would be strictly on certification by the officer with whom he is attached that his services were satisfactory and attendance as per the bill preferred by the service provider agency.
18. No wages will be paid to any person deputed by the service provider agency in respect of the day(s) of absence from duty.
19. The service provider agency will provide the required personnel for a shorter period also in case of any exigencies as per the requirement of this institute.
20. The service provider agency shall provide a substitute would in advance if there is any probability of the persons leaving the job due to his/ her own personal reason. The payment in respect of the overlapping period of the substitute shall be responsibility of the service provider agency.
21. The service provider agency shall be contactable at all times and shall acknowledge immediately messages on receipt on the same day. The service provider agency shall strictly observe the instructions issued by the institute in fulfillment of the contract from time to time.
22. This institute shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider agency.
23. That the agency on its part and through its own resources shall ensure that, the goods, materials and equipments etc., are not damaged in the process of carrying out the services undertaken by it and shall be responsible for any act (s) of commission or omission on the part of its staff and its employees, etc. If this institute suffers any loss or damage on account of negligence, defaults or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to this institute for the same. The agency shall keep this institute fully indemnified against any such loss or damage.

24. This institute will monitor the attendance sheet of the personnel deployed by the agency on the basis of which wages/ remuneration will be decided in respect of the person at the approved and agreed rates.
25. The successful bidder shall furnish a performance security deposit equivalent to one month salary of engaged man power in the form of account payee demand draft, fixed deposit receipt, banker's cheque of bank guarantee in favour of "The Pay and Account's Officer, Pay and Accounts Office (Extn.), Department of Agri. And Cooperation, Shastri Bhawan, New Delhi" safeguarding the interest of this institute in all respects, the performance security deposit will be forfeited in case of supply of manpower delayed beyond the period stipulated by this institute on non-compliance of the terms of agreement by the service provider agency or owing to frequent absence from duty/ misconduct on part of manpower supplied by the agency.
26. The successful bidder will enter into an agreement with this institute for supply of suitable manpower as per the requirement of this institute on these aforesaid terms and conditions. The agreement will be valid for a period of six months commencing from the date of signing of the contract of agreement and shall continue to be in force in the same manner, unless terminate in writing. The contract may be increased subject to necessary approval of competent authority. The service charge/ rates quoted by the agency shall be fixed for a period of one year and no request for any change/ modification shall be entertained before expiry of the period of one year. Any statutory increase in the wages/ DA, etc is to be absorbed by the service provider agency if any changes take place during the contract period. The contract of agreement is extendable by six months subject to satisfactory performance of the agency and such amendments as may be mutually agreed to.
27. The service provider agency shall not assign, transfer, pledge or sub-contract the performance or services without the prior written consent of this institute.
28. However the contract of agreement can be terminated by either party giving one-month's notice in advance. If the agency fails to give one-month's notice in writing for termination of the Contract of agreement then one month's wages, etc. and any amount due to the agency from this institute shall be forfeited.
29. That on the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute of account of termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
30. The technical evaluation committee will assess the ability of the agencies to supply the requisite number of personnel in deferent categories based on its record, profile and on such other criteria as it may fix. Financial bids of only those of the bidders will be opened technical bids are found to be fit in the assessment of the Technical Evaluation Committee.
31. In the event of any dispute(s) arising touching any of the clauses of the Contract of Agreement, the matter shall be referred to the Director, C.C.S. National Institute of Animal Health, Baghpat whose decision will be binding on both the parties.

32. The Agency will be required to deposit Performance Bank Guarantee for an amount of Rs. 15,000/- (Rupees fifteen thousand only) within one month from the date of notification of award. The Performance Bank Guarantee will be valid upto 3 months beyond the date of expiry of the contract.
33. In case of any loss, theft, sabotage etc. caused by or attributable to any of the personnel deployed by the agency, the Institute shall have the right to claim damages from the agency.

8. Award Criteria

A. The NIAH will award the contract to the successful Tenderer whose tender has been determined to be substantially responsive and finalized based on the suitability of the agency with reference to the prescribed criteria and competitiveness of the price quoted provided further that the Tenderer is determined to be qualified to perform the contract satisfactorily. Tenderers are advised to quote service charges at competitive rates. However, if the terms and conditions are not found as per the prescribed norms, the claim of the lowest quotee will be ignored.

9. NIAH Right to accept any Tender and to Reject any or all Tenders

A. The NIAH reserves the right to accept or reject any tender, and to annul tender process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or tenderers or any obligation to inform the affected Tenderer or tenderers of the grounds for the NIAH's action.

10. Notification of award

- A. Prior to the expiration of the period of tender validity, the NIAH will notify the successful Tenderer in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its tender has been accepted.
- B. The notification of award will constitute the formation of the contract.
- C. Upon the successful Tenderer's furnishing of the contract the NIAH will promptly notify each unsuccessful Tenderer and will discharge its Earnest Money.

11. Signing of Contract

A. The Agency, on award of the contract should execute an agreement of Fifty Rupees stamp paper with NIAH, Baghpat incorporating the terms and conditions.

12. Security Money

- A. Within fifteen (15) days of receipt of the Notification of contract award, the successful tenderer shall furnish to the NIAH the Security Deposit equivalent to one month hiring the manpower for management of animals at the NIAH.
- B. The Security Deposit shall be in one of the following forms:(a) Bank Guarantee, issued by a reputable bank or demand draft payable to "Pay & Accounts Office, Deptt. of AHD&F, New Delhi.
- C. The security deposit (as performance security) shall be returned to the agency on the expiry of the contract period on furnishing usual clearance/no demand certificate. The security deposit shall be returned on the expiry and termination of the contract subject to conditions that the agency has indemnified the NIAH for all payments to the staff. The agency while requesting for release of the security deposit shall certify that all payments including labour laws obligations have been

fulfilled and that the NIAH authorities shall not be responsible for such payments to the staff arising out of the decision of the labour court, if any.

D. Failure of the successful tenderer to sign the contract and /or furnish the security deposit shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money, in which event the NIAH may make the award to the next lowest evaluated tenderer or call for new tenders.

13. Resolution of Disputes

A. The NIAH and the agency shall make every effort to resolve amicable by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

B. For resolution of disputes, appropriate legal action shall be initiated in consultation with the Department of Legal Affairs, Government of India. Relevant sections of Indian laws as amended from time to time shall be applicable and binding on the tenderer.

14. Acceptance

A. Acceptance both provisional and final regarding the “**Engagement of Agency for providing two Laboratory Assistant**” will be by the Director, C.C.S. National Institute of Animal Health, Department of Animal Husbandry, Dairying and Fisheries, Ministry of Agriculture, Government of India, Baghpat, Uttar Pradesh-250609 or his authorized representative.

Yours faithfully

(K.A.Naveen)

Joint Director

C.C.S. National Institute of Animal Health

Annexure –I

Technical Information for providing the manpower for the management of the animals

S. No.	Particulars	To be filled in by the tenderer
1.	Name of the Tender Agency & date of Establishment:	
2.	Details of EMD i. Amount ii. Draft No. iii. Date iv. Issuing Bank	
3.	Detailed officer address of the agency with office telephone number, fax number and the name of the contact person:	
4.	Name and address of the director/owner of the agency with tel/mobile no:	
5.	Essential details with copies of certificate for the following:- a- Registration b- Income Tax Clearance for last (3) years c- Sales Tax Clearance/ VAT d- PF Registration e- ESI Registration f- Experience certificate for last three (3) years to the effect that there is no litigation against the agency. Whether registered with all concerned government authorities and having the proof of recent transaction (labour license no/EPF/ESI/Registration number)	
6.	Enclose and affidavit duly certified by the notary at the location of the agency/head quarter, that the tenderer has never been black listed or punished by any criminal offence/breach of contract and that no police, vigilance enquiry/criminal case is pending.	
7.	Whether firm has any legal suit/ criminal cases pending against it for violation of PF/ESI, minimum wages act or other laws (give details). The firm/Agency must enclosed a certificate indicating that there is no criminal/ legal suit pending or contemplated against them.	
8.	Experience in dealing with Government Departments/ Clients (here, indicate the names of the Departments and attach copies of contracts/orders placed on the agency)	
9.	Whether a copy of the terms and conditions duly signed, in token of acceptance of the same is attached?	
10.	Whether agency profile is attached (Enclose the details of the workforce with infrastructure facilities)? Proof of financial status (turn over details) of the agency in form of balance sheet for the last three years:	
11.	Service tax registration no:	

Note: It is mandatory to attach the attested copy of required certificates/proof with above information.

Rates
(To be filled and submitted by the Manpower Agency)

S. No.	Personnel	Wages (for one personnel per month only)
1.	Laboratory Assistant a. Minimum wages as per wages act b. ESI c. EPF d. Any other charges Total (in words)	
2.	Service charges*, if any, per month @ %	
3.	Service tax*, per month @ % (It should)	
4.	Any other charges* (details to be given), if any, per month	

Note : Attach the latest GO of state/central govt. regarding minimum wages

Date and place

(Name & seal of the authorized signatory of the agency)

DECLARATION:-

We hereby certify that the information furnished above is correct and true to the best of our knowledge. We understand that in the event of information being found false at any stage, the agency will be blacklisted and will not have any dealing with this Institute in future.

(Signature of authorized signatory)

The tender must contain the information as required in the format prescribed as above. The tender which do not contain the information as desired or are not supported by necessary documents will be treated as non responsive and will not evaluated. Only those tenders will evaluated which are determined to be substantially responsive and meet the requirements set forth herein.

Overwriting or erasing in the tender in the tender documents shall render the same invalid.

The rates quoted will not be subject to any revision during the currency of the contract.