

बसु बिज्ञान मन्दिर

BOSE INSTITUTE

P-1/12, C.I.T. Scheme VII-M, Kolkata 700 054

BIDDING DOCUMENTS

For Tender Notice No.

BI-K/E-TEND/13/2018-19

To be addressed to:

Acting Registrar,
Bose Institute, Centenary Building,
P-1/12, CIT Scheme - VII -M
Kolkata - 700054 (INDIA)



Ref: BI-K/E-TEND/13/2018-19

INVITATION TO BIDS

Director, Bose Institute, Kolkata, West Bengal, India invites *online* offers from reputed, resourceful & bonafied Govt. Regd. Agencies for empanelment for outsourcing of manpower of Bose Institute, Kolkata.

SI.	Name of the items	Qty.	Bid security (EMD)
No.			
1.	Empanelment of Agencies	18	INR 1,15,000.00
	for outsourcing of		
	Manpower		

- The total strength is subject to change as per requirement of the Institute.
- Description of Work in Schedule -I & II
- The EMD submitted will be adjusted towards Performance Security (Rs. 5.70 lakh) to be deposited by the successful bidder.

SI.	Particulars	Date & Time
No.		
1.	Date of uploading of NIT & other documents (Online)	01.11.2018
	(Publishing date)	
2.	Documents download start date (Online)	01.11.2018 at 12:30 hrs.
3.	Clarification Start date (Offline)	01.11.2018 at 13.00 hrs.
	Queries to be sent to the mail id bipurchase@jcbose.ac.in)	
4.	Clarification End date (Offline)	09.11.2018 at 13:00 hrs.
5.	Prebid meeting to be held at the seminar room of	16.11.2018 at 15:00 hrs.
	Biochemistry department, centenary building, P-1/12, CIT	
	Scheme VII-M, Kolkata - 700054.	
6.	Amendment (if any) (On line)	20.11.2018 at 17:00 hrs.
7.	Bid submission start date (On line)	22.11.2018 at 16:00 hrs.
8.	Documents download end date (Online)	30.11.2018 upto 17:00 hrs.
9.	Bid Submission closing (On line)	30.11.2018 at 17:00 hrs.
10.	Last Date of submission of Earnest Money Deposit & Tender	03.12.2018 within 13:00 hrs.
	Fees (Off line)	
11.	Bid opening date for Technical Proposals (Online)	04.12.2018 at 13:00 hrs.
12.	Date of uploading list for Technically Qualified Bidder (online)	To be notified later
13.	Date of uploading the final list of Technically Qualified Bidder	To be notified later
	(online) after disposal of appeals, if any.	
14.	Date for opening of Financial Proposal (Online)	To be notified later



Ref: BI-K/F-TFND/13/2018-19

<u>SECTION - A</u> INSTRUCTION TO BIDDERS

- **A. General guidance for e-Tendering**: Instructions / Guidelines for electronic submission of the tenders have been annexed for assisting the vendors to participate in e-Tendering.
- Registration of Vendors: Any vendor willing to take part in the process of e-Tendering will have
 to enrol and get registered in the Central Public Procurement (CPP) Portal, NIC, GOI through
 logging on to http://eprocure.gov.in/eprocure/app and the vendor is to click on the link for eTendering site as given on the above.
- 2. **Digital Signature certificate (DSC)**: Each vendor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders as applicable from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Clause A.1. above. DSC is given as a USB e-Token.
- 3. The vendor can search & download N.I.T. & Tender Document(s) electronically from computer once they log on to the website mentioned in Clause A.1. using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
- 4. **Submission of Tenders**: Tenders are to be submitted through online as stated in Clause A.1. in two folders at a time for each bid, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded should be virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).
- 5. A. **Technical Proposal:** The Technical proposal should contain scanned copies of the following in two covers (folders).
 - (a) Statutory Cover containing the following documents:
 - (i) NIT (Download the NIT & upload the same using digital signature)
 - (ii) Acceptance of confirmation to the bid evaluation criteria.
 - (iii) Details of providing similar natured service done in the past with proof certificates. Proof of assistance at least 5 completed assignments within last seven years.
 - (iv) Details of present assignments with proof certificates.
 - (v) Performance certificate from the past and present Principal employers.
 - (vi) Company profile.



Ref: BI-K/E-TEND/13/2018-19

(vii)	Audited financial statement for last 03 financial years (2015 - 2016 & 2016-17 and 2017-18). Copies of the profit and loss account card and balance Sheet.
(viii)	Bank Solvency Certificate showing their limit of solvency upto a minimum amount of Rs. 60 lakh
(ix)	Credentials
(x)	Additional documents, if any.
(xi)	A copy of certificate of incorporation

b. **Non-statutory Cover** containing the following documents :

The bidder has to upload Documents related to Trade license, Labour license in accordance with labour rules & regulation Act, IT, PAN, Professional Tax Registration, E.S.I and P.F. Registration etc.

Note: Failure to submit any of the above mentioned documents (listed under 5(a) & (b) may render the bid liable to be summarily rejected for both statutory and non-statutory cover.

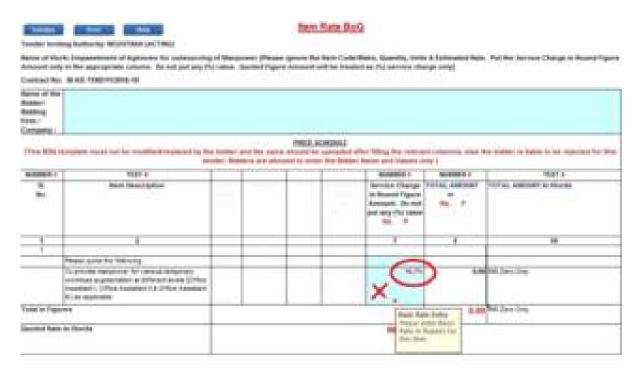
5.B. **Financial Proposal:**

- a. The financial bid should contain the Bill of Quantities (BOQ) corresponding to this tender, which is available on the tender webpage as an MS-Excel file.
- b. This file must be downloaded and opened with MS-Excel. The rate being quoted by the bidder must be entered in the space marked for this purpose in the file. **Quoted rate** will be encrypted under BOQ. **In case quoting any rate in Tender Form, the tender is liable to be summarily rejected**.
- c. All fields in the BOQ file other than those allocated for the name of the bidder and the rate(s) being quoted are non-editable.
- d. The BOQ file must be saved after this and should be uploaded using digital signature.
- In the BOQ the bidder should quote the service charge percentage in round figure amount. During financial evaluation the quoted amount figure will be treated as percentage service charge value. If any query regarding the BOQ, the bidder may contact 033 2569 3208 / 3305. The bidder must note that once the BOQ is opened for evaluation, it will not be possible to resolve the discrepancies in the BOQ, if any.

Acceptable method of BOQ input is as per Screen shot - I Screen Shot - I

	Hunty MIDSTANA (ACTIVIS)	
	mentioned of Agencies for between long of Management (Phase expressive constraint for our part and Put-releas, Section Figure	e ignore the tions l'outerfloire, lisseetin, toute à l'admissée have. Fut the hannius (flange et floure) Il bissouré aut les Raciest en PLI parties (Margin 1997)
	TEMOTERING TO	
na of the best ting		
in POS Services	n Paul and in Profited Spinsor in the Miller and the James Species Millers are also	PRICE SCHOOL: If there is a product of the filling the reserved columns, may the bedom to below to be reported to
MARKET T	70/1	MANUEL MANUEL TELEFO
2	Ret-lineryties	Service Charge TUTAL ASSISTED TOTAL ASSISTED IN THOSE IN T
-		
700	during the federating. The instances for control empirish; and approximation of efficient works (175cm) Act of 175cm; reported to \$175cm; Automorphic	NAME OF THE PARTY
1000		
1000		Sig. Fig. Self. Somer and Faire Security Self.

BOQ input as per Screen Shot - II is not acceptable Screen Shot - II





Ref: BI-K/E-TEND/13/2018-19

- 6. Earnest Money Deposit & Tender Fees:
 - (a). Demand Draft / Bankers Cheque / Bank Guarantee towards Earnest Money (EMD) as prescribed in the N.I.T. should in favour of "Bose Institute, Kolkata" payable at Kolkata.
 - (b). Demand Draft / Bankers Cheque / Bank Guarantee towards Earnest Money (EMD) as prescribed in the N.I.T. in favour of "Bose Institute, Kolkata" payable at Kolkata (original hard copy) alongwith a covering letter stating the bank details for releasing the said EMD online by the Institute, as per norms and submitted to the Purchase Section (Import) of the Centenary Building, P-1/12, CIT Scheme VII-M, Kolkata 700054.
 - (c). Bidder must upload copy of valid registration certificate for EMD exemption.
- (d). The successful / selected bidder has to deposit a Performance Security of Rs. 5.70 lakh, out of which Rs. 1.15 lakh will be adjusted from the EMD (Bid Security) amount.

THE ABOVE STATED STATUTORY / NON-STATUTORY DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER

Click the check boxes beside the necessary documents in the My Document list and then click the tab "Submit Non Statutory Documents" to send the selected documents to Non-Statutory folder.

Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents.

N.B.: Failure of submission of any of the above mentioned documents as stated in SI. No. A.5.(a). and SI. No. A.5.(b). And 6 (a) & (b) will render the tenderer liable to be rejected for both statutory & non statutory cover.



1. Tender Evaluation Committee (TEC): Evaluation Committee constituted as per Order of the competent authority of Bose Institute, Kolkata.

- 2. Opening & evaluation of tender: If any vendor is exempted from payment of EMD, copy of relevant Government Order needs to be furnished and uploaded in the portal as PDF file.
- 3. Opening of Technical Proposal: Technical proposals will be opened either by the Incharge, Registrar's Office / Assistant Registrar / Accounts Officer / Audit & Finance Officer, Bose Institute, Kolkata or their authorized representatives electronically from the website using their Digital Signature Certificates (DSC).
- 4. Intending tenderers may remain present if they so desire
- 5. Cover (folder) for Statutory Documents (Ref. SI. No. A.5.(a).) will be opened first and if found in order, cover (folder) for Non-Statutory Documents (Ref. SI. No. A.5.(b).) will be opened. If there is any deficiency in the Statutory Documents the bid will summarily be rejected.
- 6. Decrypted (transformed into readable formats) documents of the non-statutory cover will be downloaded & handed over to the Tender Evaluation Committee.
- 7. Pursuant to scrutiny & decision of the Tender Evaluation Committee, the summary list of eligible tenderers will be uploaded in the web portals.
- 8. During evaluation the committee may summon the tenderers & seek clarification / information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

9. Financial Proposal:

Ref: BI-K/E-TEND/13/2018-19

- a). The vendor is to quote the rates online in the space marked for quoting rate in the BOQ. For optional quotes the bidder may quote separately in the additional sheet as enclosed in the Financial Cover.
- b). Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the vendor.
- c). Penalty for suppression / distortion of facts:

If any tenderer fails to produce the original hard copies of the documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission of false documents by the tenderer and action may be referred to the appropriate authority for prosecution as per relevant IT Act.

(d). Rejection of Bid:

Director, Bose Institute reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Institute's action.

(e). Award of Contract:

The Bidder whose Bid has been accepted finally (both technical and financial), will be informed by the Institute authority for award of contract.

The notification of award will constitute the formation of the Contract.



Ref: BI-K/E-TEND/13/2018-19

Contents:

SI. No.	Item
01.	Introduction to Bose Institute, Kolkata (BI)
02.	BI's needs and special manpower requirements
03.	General Terms & Conditions
04.	Selection Process Criteria
05.	Remuneration and Terms of Engagement of Services
06.	Important Information for participating agencies / firms
07.	Force Majeure
08.	Arbitration and Jurisdiction
9.	Applicable Law
10.	Contact details for submission
11.	Schedule-I (requirement, education qualification and experience of various functions)
12.	Schedule-II (remuneration, deduction, charges and taxes thereof)
13.	Financial bid proforma
14.	Declaration
15.	Affidavit
16.	Form No. 1 - 3
17.	Check List



Ref: BI-K/E-TEND/13/2018-19

1. Introduction of Bose Institute, Kolkata (BI)

The institute has evolved over the years into a multi-disciplinary research organization with stress on fundamental research in its pursuit of advancement of knowledge in Science and technology and at the same time developing highly competent and able scientific manpower for the country. The institute has on its staff highly qualified and experienced scientists working in the field of Biological, biochemical, Chemical and Physical sciences placed in long established departments of Physics, Chemistry, Botany, Microbiology, Biochemistry, and Biophysics, and the research sections on plant Molecular & Cellular Genetics, Animal Physiology, Immuno-technology and Environmental science. Besides, there are service centres such as Regional Sophisticated Instrumentation Centre (RSIC) now CIF, Central Instrumentation Facility, BIC, Library, Workshop etc. The wide ranging and comprehensive base of available scientific infrastructure also comprises of the Acharya J. C. Bose High Altitude Research Centre at Darjeeling and experimental field stations at Falta and Madhyamgram in West Bengal catering to the need and requirements of scientists in their researches. Bose Institute has thus, very effectively and successfully achieved the major objectives for which it was established and continues to grow in its scientific excellence contending with the best in biochemical, biophysical and physical sciences.

2. BI's needs and special manpower requirements:

The Outsourcing Company/s shall have to provide manpower for various temporary workload augmentation at different levels in various departments/campuses of Bose Institute. Online tenders are invited in two bid system from reputed Outsourcing/manpower placement agencies/companies based in Kolkata having sound background in providing experienced and qualified manpower in different reputed organizations, appropriate registrations, and fulfilling Pre qualification criteria set out in this document. The interested firms should not be black listed by any Government Department / Board Corporation / Nagarpalika / Municipal Corporation & any other Govt. Department for which the firm is supposed to give undertaking in this context. In case it is brought to our notice at any point of time, the firm/s offers will be rejected and legally penalized.



Ref: BI-K/E-TEND/13/2018-19

SCHEDULE - I

Requirement, Education Qualification and Experience of Various function in BI

Department : LIBRARY (Centenary Building, Kolkata)

Total no of personnel required: FOUR (04 nos.)

Designations: Library assistant (03 nos.), Library assistant (Digital) (01 no.)

- > Essential Qualifications:
- > For Library Assistant:
 - o Graduate with B.Lib.Sc [preferably with MA/MSc or M.Lib.Sc.]
 - Strong knowledge of using different library softwares i.e. D-Space, Koha with RFID system
 - Minimum three (03) years' experience of working in a research library under DST/CSIR.

> For Library Assistant (Digital):

- o Graduate with B.Lib.Sc [preferably with MA/MSc or M.Lib.Sc.]
- Strong knowledge of installation, maintenance & implementation of different library softwares i.e. Seafile, Document Management Systems, D-Space, Koha with RFID system
- o Minimum three (03) years' experience of working in a research library under DST/CSIR.



Ref: BI-K/E-TEND/13/2018-19

Department: Falta Experimental Farm, 24 PGS (S)

No. of personnel required: 1 (One) No

Name of the post: Senior Technical Assistant

- Essential qualification: M.Sc. in any branch of Biological Sciences.
- ➤ Desirable qualification: At least 5 years experience in Rural Development Work and plant tissue culture experience. The incumbent must agree to stay near Falta Experimental Farm in his own arrangement and willing to go to remote tribal villages as and when necessary.

Department: Accounts (Centenary Building, Kolkata)

No. of personnel required: 4 (Four) Nos

Name of the posts: Data Entry Operator (1 No.)

- Essential qualification: Graduate in any discipline having adequate experience in Accounts Work like salary, pension etc.
- Name of the posts: 1 (One) No of Data Entry Operator
- ➤ Essential qualification: Graduate in any discipline with knowledge of Accounts Work & Computer
- ➤ Desirable Qualification: Hands on experience in working in Tally & any other ERP packages

Name of the posts: Assistant (1 No.) (Centenary Building, Kolkata)

- ➤ Essential qualification: Graduate in any discipline with knowledge of Accounts Work & Computer
- Desirable Qualification: Hands on experience in working in Tally & any other ERP packages



Ref: BI-K/E-TEND/13/2018-19

Name of the posts: Accounts Assistant (2 Nos.)(Centenary Building, Kolkata)

- ➤ Essential qualification: Post Graduate in any discipline with knowledge of Accounts Work & Computer or CA/ICWA inter with knowledge of Computer.
- Desirable Qualification: Hands on experience in working in Tally & any other ERP package

Department: Animal House Madhyamgram, Kolkata No. of personnel required: 2 (Two) Nos

Name of the posts Animal House & Laboratory Technicians

- ➤ Essential qualification: MSc. in Zoology/Physiology/Nutrition/any branch of Life Sciences or M.V.Sc. in Veterinary/Animal Sciences
- ➤ Desirable Qualification: At least one year working experience in a state of the art animal research facility.

Department: Environmental Science Section (Centenary Building, Kolkata) No. of personnel required: 1 (One) No

Name of the posts: Data Entry Operator/Office Assistant/Clerk Essential qualification: Graduate in any discipline with basic knowledge of Computer and expertise in handling administrative and accounts related job for Environmental Sciences Section.

Department: Workshop (Main Campus, Kolkata)

No. of personnel required: 1 (One) No Name of the posts: Assistant

Essential qualification: B. Tech in Electrical/Electronics and

Instrumentation

Desirable qualification: M. Tech in Electrical/Electronics and

Instrumentation



Ref: BI-K/E-TEND/13/2018-19

Experience; Minimum 3(Three) years experience in preparation of Tender Document, Estimate, Billing, Noting, Drafting, Maintaining the Log Books of Mechanical, Electrical & Carpentry work etc.

Department: Administration (Centenary Building, Kolkata)

No. of personnel required: 3 (Three) Nos Name of the posts: Assistant (1 No.)

Essential qualification: Bachelors Degree from a recognized University, Good drafting skill. Excellent communication skills and hands on experience in MS Word, MS Excel, Internet, etc. Good typing speed of 40 words per minute in English.

Name of the posts: Assistant Software Programmer (2 Nos.)

Essential qualification: Bachelor Degree in Computer Science & Engineering/Information Technology/MCA from a recognized University. Proven knowledge of PHP, MySQL, & javascript (Preference will be given to applicants having working experience in the relevant fields. Should have experience in data entry work.

Department: CAPSS (Salt Lake, Kolkata)
No. of personnel required: 1 (One) No
Name of the posts: Assistant (01 No.)

Essential qualification: Graduate in any discipline with basic knowledge of Computer and expertise in handling administrative and accounts related job for CAPSS.

Department: Overseer Cell (Centenary Building, Kolkata)

No. of personnel required: 1 (One) No Name of the posts: Assistant (1 No.)

Essential qualification: Graduate in any discipline with good communication skill and basic knowledge of Computer (MS Office), expertise in preparation of civil work schedule and other contingent work



Ref: BI-K/E-TEND/13/2018-19

Annexure-I

SCHEDULE - II

<u>SI.</u>	<u>Particulars</u>	<u>Office</u>	<u>Office</u>	<u>Office</u>
<u>No.</u>		<u>Assistant</u>	<u>Assistant</u>	<u>Assistant</u>
		(Grade-I)	(Grade-II)	(Grade-III)
		(in Rupees)	(in Rupees)	(in Rupees)
<u>1.</u>	<u>Basic</u>	<u>16500.00</u>	<u>14500.00</u>	<u>13500.00</u>
<u>2.</u> <u>3.</u>	HRA (20%)	3300.00	<u>2900.00</u>	<u>2700.00</u>
<u>3.</u>	Performance Incentive (@10% of	<u>1650.00</u>	<u>1450.00</u>	<u>1350.00</u>
	Basic)			
<u>4.</u>	Transport Allowance	3000.00	3000.00	3000.00
<u>5.</u>	Gross Wage	<u>24450.00</u>	<u>21850.00</u>	<u>20550.00</u>
<u>5.</u> <u>6.</u>	EPF@13% (on basic)Employer's			
	<u>Contribution</u>	<u>2145.00</u>	<u>1885.00</u>	<u>1755.00</u>
<u>7.</u>	Mediclaim & W.C.	<u>998.00</u>	<u>998.00</u>	<u>998.00</u>
<u>8.</u>	<u>Labour Welfare Fund</u>	<u>01.00</u>	<u>01.00</u>	<u>01.00</u>
	Contribution.			
<u>9.</u>	CTC per head per 26 days/	<u>27594.00</u>	<u>24734.00</u>	<u>23304.00</u>
	month & 8hrs duty/ day			
<u>10.</u>	EPF@12% (on basic) Employee's			
	Contribution	<u>1980.00</u>	<u>1740.00</u>	<u>1620.00</u>
<u>11.</u>	<u>Prof. Tax</u>	<u>130.00</u>	<u>130.00</u>	<u>130.00</u>
<u>12.</u>	<u>Total Deductions</u>	<u>2110.00</u>	<u>1870.00</u>	<u>1750.00</u>
<u>13</u>	Net Wage per head per 26 days/	<u>22340.00</u>	<u>19980.00</u>	<u>18800.00</u>
	month & 8hrs duty/ day (5-12)			

N.B.:-Criteria of educational qualification for the designations mentioned in Schedule II is delineated below:

- 1. Master Degree, CA/ICWA & Graduates with CA/ICWA (Inter), M.Tech., B.Tech. can only be deployed as Office Assistant Grade-I.
- 2. Graduates or equivalent from a recognized Board/University can only be deployed as Office Assistant Grade-II.
- 3. Persons having minimum qualification of Secondary and Higher Secondary or equal qualification can only be deployed as Office Assistant Grade III.



Ref: BI-K/E-TEND/13/2018-19

3. General terms and conditions:

- 1) The empanelment shall remain valid for a period of one year and renewable thereafter for maximum period of 02 years depending on the satisfactory performance of the agency on mutually agreeable terms.
- 2) The selected agencies' overall responsibility will be pertaining to supply of manpower having respective qualification & experiences as stipulated in **Schedule-I** and **Schedule-II** at the premises of the **Institute** and will ensure due discharge of assigned duties of the said Manpower to the satisfaction of the **Institute**.
- 3) The agency must not deploy any personnel beyond <u>60</u> years of age in any of the premises. If at any stage, violation of the same is noticed, the service charges paid for such personnel will be recovered from the agency with penal interest (10%) from service charges of the agency and/or the due service charges for such personnel will not be released by the Institute.
- 4) The agency should fulfill all the obligations and liabilities of any model employer of such persons as may be deployed by the agency at the premises of the Institute and shall also be responsible as employer of such persons to settle all the claims and disputes raised by and/or on behalf of the persons deployed by or under it including the claims that may raise in respect of employments, non employments, terms and conditions of employment and in respect of such services rendered and termination of employment of the said deployed persons by and under it. The Institute shall in no manner whatsoever is liable in any such case.
- 5) The Institute from time to time according to its requirements may ask the agency to increase or reduce the personnel deployed at its premises and the agency should act accordingly.
- 6) The Service Charges for providing the manpower service to be claimed separately per month and salary/remuneration to such manpower to be paid within 7th day of succeeding month. The Institute will reimburse such payment to the agency within 15 days from the date of submission of bill alongwith all supporting documents.
- 7) The performance incentive mentioned in <u>Schedule II</u> shall be determined based on the performance report made by the immediate Reporting Officer of such personnel at an interval of one year.



Ref: BI-K/E-TEND/13/2018-19

- 8) The deployed personnel of the agency may be allowed to enjoy 8 (eight) days of casual leave and 30 (thirty) days of paid leave in a year to be calculated monthly on pro-rata basis and balance of any such leaves will expire at the end of the calendar year, if such situation is occasioned. The entitlement of leave will be governed by the instructions from the Institute from time to time.
- 9) GST as applicable will be paid by the **Institute** to the **agency** in Monthly Bill at the time of payment of the said bill.
- 10) The personnel deployed by the agency will be eligible to <u>remuneration</u> at the rate as mentioned in **Schedule II** along with EPF ESI as applicable and mentioned therein. The agency shall ensure that all payments are credited directly to the beneficiaries' bank account.

The agency shall submit the deposit challan/ receipt of ESI and EPF of the preceding month alongwith the claim bill of the respective month.

- 11) The **agency** will be solely liable to pay any tax, levy, fines, penalties and damages charges which might be imposed upon them by any competent authority under existing provisions or otherwise, under law.
- 12) The **agency** shall be wholly and exclusively responsible for due performance of all the obligations under the Contract Labour (Regulation& Abolition) Act, 1970, Employees State Insurance Act, 1948, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Employees Compensation Act, 1923 or any other legislation as may be applicable in respect of the personnel deployed by the **agency** in the premises of the **Institute**. If the **Institute** is ever made liable to pay any amount or fulfill any obligation in respect of any such person, the **agency** shall indemnify the **Institute** to the full extent of the liability incurred and obligation fulfilled or payments made including the legal expenses, if any and the **Institute** shall be entitled to recover the said amount from the **agency**, from the monthly service charges or by way of encashment of the performance security or any mode and manner or recovery whatsoever, including appropriate civil and criminal actions.
- 13) In respect of bonus, separate order(s) will be issued by the Institute against claims of the agency at the statutory rate of 8.33% as per the law operating on the subject, if applicable.
- 14) The personnel deployed by the **agency** shall be entitled to compensation for accident and other liabilities in respect of the personnel during duty hours, as applicable under respective labour laws of the appropriate Government and the same shall be the sole liability of the **agency**.



Ref: BI-K/E-TEND/13/2018-19

15) This agreement is for providing of the services as mentioned **not an agreement for supply of contract labour**. It is clearly understood that the personnel to be deployed for the purpose shall be the employee of the agency (sole responsibility of the agency) only and not employee of the Institute. The Institute shall not be liable for any obligations/responsibility contractual, legal or otherwise towards the personnel deployed by the agency in any manner whatsoever.

4. Selection Process and Criteria

Bl aims to select a Firm with a proven track record in providing experienced manpower and staff to Government Organizations and institutions.

In order to meet the pre qualification criteria the interested bidders should submit the necessary supporting details with bid document.

Short listing will be on the basis of the bids submitted as per the tender documents.

Pre-qualification criteria for Manpower Service Provider / Agencies:

- 1) A firm / company (in case of consortium, the leader of the consortium) registered / incorporated in India. A copy of certificate of incorporation must be submitted along with the tender.
- 2) Minimum annual turnover of INR 1.5 crores (INR or its equivalent in foreign currency) from provided manpower outsourcing services in the last 3 years, i.e., FY 2015-16 FY 2016-17 and FY 2017-18. Copy of the profit and loss account and balance sheet (audited) for the last three years must be submitted along with the Tender.
- 3) The firm / company (in case of consortium, the leader of the consortium) registered / incorporated in India, in the same name and style shall be a well established, with at least 5 (five) years of existence in the field of similar type of manpower outsourcing services.



Ref: BI-K/E-TEND/13/2018-19

5) experience of having successfully completed similar type of manpower outsourcing (in the areas of office / administrative jobs like office assistant / data entry operator / accounts assistant etc.) services during last seven years ending 30th September, 2018 should be either of following:-

- (a) Three similar completed works each costing not less than the amount equal to 22.80 lakh each.
- (b) Two similar completed works each costing not less than the amount equal to 34.20 lakh each.
- (c) One similar completed works costing not less than the amount equal to 45.60 lakh each.

Supporing documents including P.O. copies as proof of supply of manpower required above should be enclosed.

- 6) Registered Office/Principal place of Business/Head Office of the bidder should be Kolkata and the bidder should be based in Kolkata. Manpower to be supplied should be from Kolkata or its nearby areas.
- 7) The bidder should have registration with EPF, ESI and GST, Professional Tax, ISO Certification and also with the Regional Labour Commissioner (Central).
- 8) The bidder should also hold license under Contract Labour (Regulation and Abolition) Act, 1970.

P.S.: Evaluation for prequalification shall be done only on submitting required document uploaded on CPP Portal & BI website as well as in the form of hard copy. The financial bid will be opened only of pre-qualified bidders / Outsourcing Firms based on the technical documents submitted along with the tenders and those who are technically compliant.

5. Remuneration and Terms of Engagement of Outsourcing Services

There is no remuneration offered for participating in the tender & selection process. Participating Firms are required to submit a Financial Offer only on Proforma of Financial Bid of tender

document. First technical bid will be Opened/Evaluated and then financial bid of only qualified bidders will be opened.

BI shall consider awarding the contract to the eligible bidder whose bid is determined as the lowest evaluated responsive bid in the line of tender's requirement.

The payment terms shall be as follows:

- a) Payments will be released on monthly basis as mentioned in Annexure II, and approved by the competent authority.
- b) The payments will be released against pre-receipted bills in triplicate. The agency is required to pay the monthly remuneration in the name of deployed personnel directly through bank transfer. The proof of payment with attendance sheet, EPF / ESI compliance documents must be submitted to BI for release of payment. Payment will be made within 15 days of submission of bill along with complete documents.
- c) All payment will be made subject to TDS (Tax Deduction at Source) as per the Income Tax Act, 1961 and other taxes if any as per Government of India rules.



Ref: BI-K/E-TEND/13/2018-19

6. Important Information for participating consultants/agencies/firms

- 1. Interested agencies/firms are expected to examine carefully all instruction, information, forms, annexure etc. Failure to comply with the requirement of documents shall be at the firm's own risk. Applications which are not substantially responsive to the requirement of the TENDER documents, shall liable to be rejected.
- 2. Interested agencies/firms seeking clarifications on the TENDER documents may come with Queries in pre bid meeting only

The queries must be in the following format only.

Sr. No.	Page No.	Clause No.	Clause as per TENDER	
1				
2				

- 3. BI shall endeavor to respond to the questions raised or clarifications sought by the firms. However, BI reserves the right not to respond to any questions or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the BI to respond to any question or to provide any clarification if deemed unfit.
- 4. BI may also on its own motion, if deemed necessary, issue interpretations and clarifications to all agencies/firms on website. All clarifications and interpretations issued by BI shall be deemed to be part of the Tender. Verbal clarifications and information given by BI or its employees or representative shall not in any way or manner be binding on BI.
- 5. Any addendum thus issued will be uploaded on BI's website and in CPPP also.
- 6. Bl reserves the right, express or otherwise, to take decisions, or use any discretion pursuant to these Terms and Conditions. The Director, Bl shall be the final decision making authority for all decisions taken in the course of the selection process.



Ref: BI-K/E-TEND/13/2018-19

- 7. By participating in the selection process all participating agencies/firms shall agree in full to these Terms and Conditions for which undertaking should be given.
- 8. All participating agencies/firms shall go through detailed guidelines and shall agree to abide by the conditions mentioned in this document. By participating in the selection process, all participating agencies/firms shall deem to have agreed in full to these Terms & Conditions.
- 9. Any participating agencies/firms found to have provided false information at any point before, during or after the selection process, shall be liable for immediate disqualification.
- 10. Any participating agencies/firm failing to observe the Terms & Conditions shall be declared ineligible and shall be liable to immediate disqualification at any point during the selection process.
- 11. The decision of the Director, BI for the selection process shall be final and binding on all participating agencies/firms and no disputes of any manner shall be entertained.
- 12. All participating agencies/firms are doing so on their own initiative. BI shall not reimburse any expenses incurred. By participating in the selection process, it is deemed that all participating agencies/firms have indemnified BI against any losses, expenses of any manner incurred by the participating agencies / firms during the selection process whether tangible or intangible, direct or indirect.
- 13. BI reserves the right to cancel or suspend the selection process without citing any reasons for the same.
- 14. All information made available to BI during the course of the selection process shall be considered as privileged information. BI shall not use this information for any purpose other than the selection process
- 15. BI reserves the right to amend these Guidelines at any time without giving prior notice. Additionally, BI reserves the right to read "and" "or" conjunctively or disjunctively to bring any instructions, statements within the scope of these Terms and Conditions.



Ref: BI-K/E-TEND/13/2018-19

- 16. Include or including shall mean including but not limited to, or without limitation. Contain or containing shall mean limited to a particular subset.
- 17. All titles in this document or any particular section therein are for guidance only.
- 18. Notwithstanding anything contained in this Tender documents, BI reserves the right to accept or reject any Proposal and to annul or suspend the bidding process and reject all Proposals without assigning any reason hereof, at any time prior to the issuance of Letter of Acceptance (L.O.A.) without incurring any liability or consequences or any obligation to inform the affected agencies / firms of the grounds for rejection.

19. Joint venture between participating firms will not be allowed.

- 20. Proof for fulfillment of selection criteria mentioned in the Tender document should be submitted. If the application is submitted without valid documents, OR is not in the Prescribed Formats, the application will be rejected. All requisite documents as asked for in the tender should be uploaded in the CPP Portal.
- 21. No firm shall contact BI on any matter related to its application after the time of submission of application, unless requested so in writing. Any effort by agencies/firms to influence BI in their decision in respect of evaluation will result in rejection of the Application.
- 22. BI reserves its right to call for clarifications / original of the supporting document for verification, as deemed fit and also to cross check for any details as furnished by the agencies/firms from past executed projects / Clients / Consultants etc. It is to be noted that pre qualification may be completed without seeking any subsequent additional information.
- 23. Notwithstanding anything contained in this Tender documents, BI reserves the right to accept or reject any Proposal and to annul or suspend the bidding process and reject all Proposals without assigning any reason hereof, at any time prior to the issuance of Letter of Acceptance (L.O.A.) without incurring any liability or consequences or any obligation to inform the affected agencies / firms of the grounds for rejection.

- 24. Information furnished in the TENDER Document will be kept confidential.
- 25. All information has to be typed and submitted in the prescribed formats only. Agencies/firms should ensure that hard copy is without errors.
- 26. Application duly filled with all the requisite information, supporting documents and covering letter duly signed by Authorized Representative/ Signatory of the consultants/agencies/firms shall be submitted in a sealed envelope by the time and date as specified in the Notice.
- 27. The bidders will not outsource the work to any other associate/franchisee/third party under any circumstances. If it so happens then BI will impose sanctions which will include: forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders) and termination of the Contract for default.
- 28. BI may by written notice sent to the bidder to terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for BI's convenience, the extent to which performance of work under the work order and /or the contract is terminated, and the date upon which such termination becomes effective. BI reserves the right to cancel the remaining part and pay to the selected vendor an agreed amount for partially completed Services.
- 29. In the event of the bidder's company or the concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with BI, should be passed on for compliance by the new company / new division in the negotiation for their transfer.
- 30. Bidders automatically agree with BI for honoring all aspects of fair trade practices in executing the work orders placed by BI.
- 31. The bidder will be responsible for any damage to equipments, property and third party liabilities caused by acts on part of its deployed personnel's at BI's premises. All equipment will be used only for the purpose of carrying out legitimate business of BI's organization and will not be put into any other use.
- 32. The staff deployed by the vendor will maintain office decorum. They will be courteous, polite and cooperative and able to resolve the users' problems.

7. Force Majeure

1. Notwithstanding the provisions of the tender, the Bidder will not be liable for forfeiture of its performance guarantee, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

- 2. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of BI either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 3. If a Force Majeure situation arises, the empanelled Bidder will promptly notify BI in writing of such conditions and the cause thereof. Unless otherwise directed by BI in writing, the Bidder will continue to perform its obligations under the contract as far as reasonably practical and will seek all reasonable alternative means for performance not prevented by the Force Majeure event. BI may terminate this contract, by giving a written notice of minimum 30 days to the Bidder, if as a result of Force Majeure, the Bidder being unable to perform a material portion of the services for a period of more than 60 days.

8. Arbitration and Jurisdiction

BI and the bidder will make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the work order. If any dispute will arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute will be referred to arbitrator, to be appointed by BI and the award of the arbitration, as the case may be, will be final and binding on both the parties. The cost of arbitration proceedings shall equally be borne by both the parties.

Such arbitration will be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules there under and any statutory modification or reenactment, thereof. The arbitration proceedings will be held in Kolkata.

9. Applicable Law

The work orders will be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. Any default in the terms and conditions of the tender by the bidder will lead to rejection of bid/work order and forfeiture of EMD/Security Deposit.

10. Contact details for submission

For any details the bidders are requested to contact the office of the Depty Registrar of the Centenary Building of Bose Institute, P-1/12, CIT Scheme VII-M, Kolkata 700054 (Ph # 033 2569 3211).

APPLICATION FORM

То

The Director Bose Institute P-1/12, CIT Scheme VII M, Kolkata 700054	
Sir	
I / We are / are desirous to firm to provide manpower for : Category and hereb	
The Technical Proposals in sealed cover is submitted her power point presentation during the validity of our proportion proposal is binding upon the proponent and that the salarising out of contract negotiations. It is also understood accept any proposal that you receive.	osals. It is understood that the me is subject to modifications
	Authorized
	Signatory Name
	&Title of the Signatory
	Name of the Agency
	Address
Place:	
Date:	

DECLARATION:

I / We agree that the decision of the Employer in relation to pre-qualify the applicants, addition or deletion will be final and binding to me / us.

All the information and date furnished here with are correct to my /our best of knowledge.

I / We agree that we have no objection if inquiries are made about our works in its related areas and any other inquiry regarding all projects and works listed by us in the Performa.

Signature with Seal of the company

Place:

Date

FINANCIAL PROPOSAL & UNDERTAKING.

FROM: TO: [Name & Address of the Outsourcing Firm]
Sir,
Subject: Providing Manpower on outsourcing basis
1. We
2. Our financial proposal shall be binding upon us.3. We certify that we have not engaged any Agents, nor we have paid any fee to any Agent for procuring this Outsourcing service.
4. We understand that you are not bound to accept this proposal.5. Undertake and solicit to furnish security deposit of as per technical bid for the services before awarding the work in case of L1 bidder
7. We undertake the responsibility to resolve the issues of arising out of deployment of outsourced staffs as per Labor Contract (Regulation & Abolition) Act, 19 and as per central labour law and legislation.
8. In case the services rendered by my firm or by us are not satisfactory or failure on our part, BI may initiate action towards termination of the contract.
9. In case of any dispute with the any of the outsourced staff deployed in Bose Institute through our agency, we solicit the undertaking to support with factual detail of the case to BI.
10. We undertake not to raise any condition against the tender as conditional tender is liable to be rejected.
11. We undertake that all tender terms and condition are binding to me or us.
12. In case of erratic and non workable rates, clarification may also be sought by BI for further approval.
Yours faithfully,
Signature Full Name: Designation:

Address: (Authorized

Representative)

Form No.

1

DETAILS OF PARTICIPATING OUTSOURCING FIRM

SI. No	Description	Details
1.	Name of the firm	
2.	Sole Applicant/JV/ Consortium	
3.	Ownership of the firm / company	
4.	Address with Pin code	
5.	Board/PBX number	
6.	Fax No	
7.	Email-ID of the firm	
8.	Web address/ URL	
9.	Contact person	
10.	Landline number	
11.	Mobile number	
12.	Contact person's Email ID	
13.	Year of Incorporation of the Firm	
14.	Place of Incorporation	
15.	Number of Employees (As on 31 st	
	March 2018)	
16.	Turnover of the Company for the	
	past 3 financial years	
	2015-2016, 2016-17, 2017-2018	
17.	Net worth of the company as on	
	31 st March,2018	
18.	Number of Offices with locations	
19.	Address of the registered office	
	within Kolkata	
20.	Whether ISO Certified (Details if	
	yes)	
21.	Others (please elaborate)	

FORM NO.

2

SUMMARY OF RELEVANT EXPERIENCE

Sl.	Name of	Date from	Date of	Total service	Whether
No.	organization to which outsourcing service have been/are being provided by the agency	which agreement executed with such organization	agreement termination	period	relevant supporting document attached or not

Form No.

3

SUMMARY OF KEY PROFESSIONALS AVAILABLE WITH FIRM

SI no.	Key Professional name	Key Qualification	Total Years of Experience of the Firm / Vendor	Area of Expertise
1	2	3	4	5



Tender Notice No. ::

Name of the Bidder ::

Sl. No.	Particulars	Yes	No
1.	Whether tender is uploaded in two bid form i.e. Technical bid and		
	Price bid.		
2.	Whether all pages of the tender document are uploaded.		
4.	Whether Bid Security (Earnest Money Deposit / EMD) is		
	furnished.		
5.	Whether Bid Security is uploaded with the technical bid.		
6.	Whether Bid Form in the official letter head is uploaded.		
7.	Whether Bid Security Form has been uploaded.		
8.	Whether Price Bid Form as per PROFORMA has been		
	submitted, as well as uploaded on CPP Portal		
9.	Whether Technical Bid Form uploaded along with EMD.		
10.	Whether Performance certificates from the past and present		
	Principal employers has been uploaded.		
11.	Whether the qualification requirement for submission of the		
	tender has been examined, fulfilling and agrees with the terms		
	and conditions.		
12.	Annual turnover of the bidder shall be above of Rs.1.5 crores in		
	last 3 consecutive years.		
13.	Registered Office in Kolkata		
14.	Registration details with EPF, ESI, and Service Tax, Professional		
	Tax, ISO Certification and also with the Regional Labour		
	Commissioner (Central).		
15.	Proof of assistance in at least 5 completed assignments within last		
1.0	seven years i.e. 2011-12 to 2017-18.		
16.	License under Contract Labour (Regulation and Abolition) Act,		
10	1970.		
18.	Company profile.		
19.	Audited financial statement for last 3 years (2015-16, 2016-17 &		
20	2017-18).		
20.	PAN Reference, TAN Reference.		
21.	Copies of last 03 years Income Tax return filed with the Income		
	Tax authorities.		

^{*} Please put tick $(\sqrt{})$ mark whichever is applicable.

Date:

Signature of the bidder with seal

(Name and Designation of the Signatory in Capital Letters)

PROFORMA OF FINANCIAL BID (In Rs.)

Amount quoted in words shall be considered as final for evaluation of the bid/s. All applicable taxes will be as per Govt. of India guidelines and as applicable from time to time.

Financial bid document copy is to be uploaded in CPP Portal.

Name of the bidder	Service charges	
	(To be quoted by the bidder)	

The above Proforma is indicative only. The bidder has to quote their service charge in the BOQ only.

Signature of the bidder with date and seal