



बसु बिज्ञान मन्दिर

BOSE INSTITUTE

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

BIDDING DOCUMENT

For Tender Notice No. BI-K/E-TEND/07/2019-20

**To be addressed to:
The Registrar (Officiating),
Bose Institute, Centenary Building
P -1/12, CIT Scheme VII-M
Kolkata - 700054(West Bengal) India**



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Ref- BI-K/E-TEND/07/2019- 20

INVITATION TO BIDS

Bose Institute (BI) is a Autonomous Institute under Department of Science & Technology, Ministry of Science & Technology, Scientific research, Government of India. The Director, Bose Institute, Kolkata, West Bengal, India invites *online* offers from reputed, resourceful & bonafied Agencies/Firms/Companies to enter into a contract for providing extra departmental hands and conservancy staffs for miscellaneous, contingent and auxiliary works at 07 nos. different Premises of Bose Institute located at Kolkata as well as in other districts of West Bengal.

Sl. No.	Description	No. of Manpower	Bid security (EMD)
1.	Empanelment of Agencies for supply of Extra departmental hands and Conservancy staffs	130	INR 8, 50,000.00

- **The total strength of manpower to be engaged is subject to change as per requirement of the Institute.**
- **Description of Work in Annexure-I**

Sl. No.	Particulars	Date & Time
1.	Date of uploading of NIT & other documents (Online) (Publishing date)	25/07/2019 at 14:00 hrs.
2.	Documents download start date (Online)	26/07/2019 at 10:00 hrs
3.	Clarification Start date (Offline) Queries to be sent to the mail id bipurchase@jcbose.ac.in	29/07/2019 from 11:00 hrs
4.	Clarification End date (Offline)	01/08/2019 upto 13:00 hrs
5.	Pre-bid meeting to be held at the seminar room of Biochemistry Department, Centenary Building, P-1/12, C.I.T Scheme VIIM, Kolkata - 700054.	02/08/2019 at 14:00 hrs.
6.	Amendment (if any) (On line)	06/08/2019 at 14:00 hrs
7.	Bid submission start date (On line)	07/08/2019 from 11:00hrs.
8.	Documents download end date (Online)	14/08/2019 upto 17:00 hrs
9.	Bid Submission closing (On line)	16/08/2019 upto 17:00 hrs
10.	Last Date of submission of Earnest Money Deposit & Tender Fees (Off line)	16/08/2019 upto 14:00 hrs.
11.	Bid opening date for Technical Proposals (Online)	19/08/2019 at 14:00 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 (online) after disposal of appeals, if any.	To be notified later
14.	Date for opening of Financial Proposal (Online)	To be notified later



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SECTION - A

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.
1. **Registration of Vendors :** Any vendor willing to take part in the process of e-Tendering will have to enroll 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 e-Tendering 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-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 to the bid evaluation criteria.
 - iii. Details of providing similar natured service done in the past with proof certificates.
 - iv. Details of present assignments with proof certificates.
 - v. Performance certificate from the past and present Principal employers.
 - vi. Company Profile.
 - vii. Audited financial statement for the last 03 financial years (2016-17, 2017-18 and 2018-19).
 - viii. Bank solvency certificate of **Rs 1.25 crore** issued by bank not more than 03 months older.
 - ix. Credentials
 - x. Additional documents if any.
 - xi. An Affidavit stating that the Company/Firm/Agency is not/has not been black listed ever by Central/any State Government/PSU (Attach attested copy).

5. B. **Non-statutory Cover** containing the following documents:

i) The bidder has to upload Documents related to Trade license, Labour license in accordance with labour rules & regulation Act, IT, PAN, Professional Tax Registration, GST registration, E.S.I and E.P.F. Registration etc. The certificate must be valid on the date of submission of tender and upto date.

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. However the Institute reserves the right to ask for any shortfall documents with regard to 5(a) & (b) as per rule.

6. Financial Proposal:

- a. The financial bid should contain the Bill of Quantities (BOQ) corresponding to this tender, which is available on the tender webpage (C.P.P. portal) 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 numerical value (round figure). During financial evaluation the quoted numerical value 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.

7. Earnest Money Deposit:

- (a). Demand Draft / Bankers Cheque / Bank Guarantee towards Earnest Money (EMD) of Rs 8, 50,000/- (Rupees:- Eight lakh fifty thousand) only 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)**along with 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, Kolkata700054.

**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.

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

Item Rate BoQ

Validate Print Help

Tender Inviting Authority: **Registrar (Officiating)**

Name of Work: Empanelment of Agencies for supply of Extra departmental hands & Conservancy staffs [Please ignore Item Code, Quantity, Units] quote the service charge in appropriate column in numerical value do not put any (%) value. Quoted numerical value will be treated as % service charge during evaluation

Contract No: BI-K/E-TENDI/09/2017-18

Name of the Bidder/ Bidding Firm / Company :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Quote the service charge in numerical value do not put any (%) value. Quoted	Total Amount of the service charge in numerical value	TOTAL AMOUNT In Words
1	2	3	4	5	7	8	10
1.01	Empanelment of Agencies for supply of Extra departmental hands and Conservancy staffs				45.00	45.00	INR Forty Five Only
Total in Figures						45.00	INR Forty Five Only
Quoted Rate in Words						INR Forty Five Only	

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

Item Rate BoQ

Validate Print Help

Tender Inviting Authority: **Registrar (Officiating)**

Name of Work: Empanelment of Agencies for supply of Extra departmental hands & Conservancy staffs [Please ignore Item Code, Quantity, Units] quote the service charge in appropriate column in numerical value do not put any (%) value. Quoted numerical value will be treated as % service charge during evaluation

Contract No: BI-K/E-TENDI/09/2017-18

Name of the Bidder/ Bidding Firm / Company :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Quote the service charge in numerical value do not put any (%) value. Quoted	Total Amount of the service charge in numerical value	TOTAL AMOUNT In Words
1	2	3	4	5	7	8	10
1.01	Empanelment of Agencies for supply of Extra departmental hands and Conservancy staffs				45%	0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words						0.00	

Basic Rate Entry
Please enter Basic Rate in Rupees for this item.



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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 need to be furnished and uploaded in the portal as PDF file.
3. **Opening of Technical Proposal:** Technical proposals will be opened either by the **Registrar (Officiating)/ Deputy Registrar/ 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. Sl. No. A.5. (a).) will be opened first and if found in order, cover (folder) for Non-Statutory Documents (Ref. Sl. No. A.5.(b).) will be opened. If there is any deficiency in the Statutory Documents the bid will summarily be rejected. **However the Institute reserves the right to ask for any shortfall documents as per rule.**
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 of 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:**
 - a). The vendor is to quote the rate online in the space marked for quoting rate in the BOQ. For optional items as mentioned in the specifications may be quoted 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.
10. **Penalty for suppression / distortion off acts:**

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.
11. **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.
12. **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.

13. Pre-Qualification of the Bidder

- a) The bidder, in the stature of a private limited company/proprietorship / partnership firm, Association of Persons (likely Companies & Firms) having trade license and other requisite documents must be able to deploy good quality experience personnel preferably having relevant work experience.
- b) The bidder should follow the pay structure at the rates applicable in respect of casual worker whose wages are regulated by provision like the minimum wages Act of Govt. of India, Ministry of Labour & Employment Office of the Chief Labour Commissioner(C).
- c) The bidder should have been registered with the authority of EPF, ESI, and GST, and other applicable statutory taxes etc. and also with the Regional Labour Commissioner (Central).
- d) The bidder should have minimum 5 Years experience in providing extra hands and conservancy staffs in Govt. organizations/ PSUs/ reputed private concerns.
- e) The bidder should hold valid labour license in accordance with the labour rules & regulation Act and should be acquainted about the clauses of the Labour Rules (Regulation) Bill, 2005 and any amendment thereafter.
- f) The bidder should have experience in providing at least 150 (Rupees: One hundred fifty) personnel to any reputed organizations at present or in last 3 (three) years in the desired field.
- g) Average annual financial turnover for similar works during the last three financial years, ending March 31, 2019, i.e. 2016-17, 2017-18 and 2018-19 should be more than Rs. 05.00 Crore per annum. (Relevant certified copies of the Annual Accounts to be enclosed).In case Annual Accounts of 2018-19 is not ready, CA certificate may please be provided.
- h) Experience of having successfully completed similar works during last 07 (seven) years ending last day of month previous to the one in which applications are invited, i.e., March'2019 should be any of the following :
 - i) Three similar completed works costing not less than the amount equal to Rs. 1.70 Crore each, or
 - ii) Two similar completed works costing not less than the amount equal to Rs. 2.50 Crore each, or
 - iii) One similar completed work costing not less than the amount equal to Rs. 3.40Crore.

NB: - However, for evaluation purposes, proportionate annual value of the work order will be reckoned.

Definition of "Similar Works" – the Company/Firm/Agency should have rendered their services for providing Men-power of similar nature to any Government Departments/PSUs/Autonomous bodies/Universities/Research Institutes satisfactorily. Necessary relevant documents to this effect shall have to be enclosed.

- i) An Affidavit stating that the Company/Firm/Agency is not/has not been black listed ever by Central/any State Government/PSU (Attach attested copy).
- j) Conditional bids shall not be considered and will be out rightly rejected at the very first instance.
- k) The Service Provider Company/Firm/Agency should have its bank account in the name of the Company/Firm/Agency in any Commercial Bank.
- l) Bank solvency certificate of Rs 1.25 crore issued by bank not more than 03 months older.



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TERMS AND CONDITION & GENERAL CONDITION



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TERMS OF REFERENCE

1. Entire responsibility in respect of compliance of labour rules, as issued by **Government of India** from time to time will lie upon the contractors.
2. The contractor will remain bound to abide by Institute Securities norms.
3. The contractor should ensure and do regular monitoring so that the job are executed in desired manner in a proper way and also report to the Institute authority from time to time.
4. Safety measure to be taken by the contractor for their working personnel. In case of accident/ injury, if any, the wounded are required to be attended without making any delay. Injured person(s) to be properly compensated by the contractor as per the Government rules.
5. Attendance duly signed by the department In- Charge for raising the bill is mandatory.
6. Quotation to be submitted in our prescribed format only along with supporting credentials in the similar field of work.
7. Monthly bill will be released by Institute on submission of duly certified bill.
8. The performance report has to be collected from respective departments/ Sections about the deployment of the worker, if found not suitable, the worker has to be replaced.
9. Any loss/ damages of the Institute property, if occurs, will be adjusted against the security deposit and monthly bill of the contractor.
10. The tools and tackles will be provided by Institute.
11. Proof of address and identity proof of the workers deployed at Institute will have to be provided by the contractor.
12. For any queries related to nature of the job to be undertaken the interested bidder may contact Overseer Cell at Centenary Building Campus, P-1/12,C.I.T.Scheme-VIIM,Kolkata-700054.
13. Institute Authority reserves the rights to accept and/ or reject any/ all quotations at its own discretion. The reasons for rejecting the tender of a prospective bidder will be disclosed only when enquiries are made.
14. Contractor will be fully responsible to sort out all the problems and to comply with all statutory provisions regarding P.F. & E.S.I., GST and other statutory matter in connection with extra hand and conservancy staff. Contractor will ensure easy withdrawal of P.F. balance of extra hands staff and conservancy staff when they are willing to do so.
15. **Period of Contract:** Initially one year, and can be extended on existing rates and terms for another two years on year to year basis subject to satisfactory performance.
16. Preference will be given to the most experienced, reputed & also on the basis of the credentials of the bidders.

17. Only technically complied bidders should be contacted for price bid opening,
18. The registered office or one of the branch offices of the Service Provider Company/ Firm/Agency should be located in Kolkata.
19. **PRE-BID MEETING:** A Pre-Bid meeting will be held as per time schedule and venue given in page 2. Those Service Provider Company/Firm/Agency or their Agents who wish to be present may attend the said meeting.
20. The Contracting Company/Firm /Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other Company/Firm /Agency, whatsoever.
21. The Tenderer will be bound by the information furnished to BI at the time of submitting the tender or at subsequent stage. In case, any such documents furnished by them are found to be false at any stage, it would be deemed to be a breach of terms and conditions of contract making it liable for legal action, besides, termination of contract.
22. The manpower deployed by the Company/Firm/Agency shall be required to work normally as per the BI working days, i.e., from Monday to Saturday from 9:45 a.m. to 6:15 p.m. hrs with half an hour lunch break from 01:00 p.m. hrs to 01:30 p.m. hrs. However, in the event of exigency/urgency of work in public interest, the manpower so deployed will also be called upon to work late or on holidays including Sundays.
23. The contracting Company/Firm/Agency shall furnish the following documents in respect of the persons who will be deployed at BI before the commencement of work:
 - a) List of persons shortlisted by the Agency for deployment in B containing their full details such as date of birth, marital status, address, educational and profession qualification, experience, Pan Card/Aadhar Card for his/her address proof etc.
 - b) Bio-data of the person with a photograph affixed.
 - c) Character Certificate from a Gazetted Officer of the Central/State Government.
24. The Service Provider shall provide Identity Cards to all the hired manpower so deployed in Bose Institute carrying the photograph of the person and such personal information as name, date of birth, designation and identification mark etc.
25. The Service Provider shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in Bose Institute.
26. The Service Provider shall ensure proper conduct of its personnel in office premises and enforce prohibition of consumption of alcoholic drinks, Paan / Paan Masala and smoking of Bidi/ Cigarettes, loitering without work etc.
27. For all intents and purposes, the Service Providing Company/Firm/Agency shall be the Employer within the meaning of different labour Legislations in respect of manpower so deployed in BI. The manpower deployed by the Agency in the BI shall not have any claims of Master and Servant relationship nor have any principal and agent relationship with BI.
28. The Service Providing Company/Firm/Agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to manpower deployed in BI. BI shall, in no way, be responsible for settlement of such issues, whatsoever.
29. BI shall not be responsible for any damages, losses, claims, financial or other injury to any manpower deployed by Service Providing Company/Firm/Agency during the course of their performing the functions/duties, or for any payment towards any compensation, as the case may be.
30. In case of termination of this contract on its expiry or otherwise, the manpower deployed by the Service Providing Company/Firm/Agency shall not be entitled to, and, will have no claim, for any absorption nor for any relaxation for absorption in the regular/other capacity in BI.

33. Financial:

- I. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of Rs 8, 50,000/- (Rupees Eight lakh fifty thousand) only, in the form of a Demand Draft/ Pay Order drawn in favour of Bose Institute, Kolkata failing which the tender shall be rejected out rightly.
- II. The EMD in respect of the Agency/Company/Firm which does not qualify the Technical Bid (First Stage) and unsuccessful bidders shall be returned without any interest.
- III. Further, if the Agency finally selected fails to enter into contract/deposit the requisite amount of performance security, within 21 days from date of placing the order, the amount of EMD shall stand forfeited without giving any further notice.
- IV. Bids, offering rates which are lower than the Minimum Wages (as applicable to Central Government orders) for respective categories (Kolkata falls under A category of the Central Minimum Wages) will be rejected.
- V. In case of breach of any terms and conditions stipulated in the contract the Performance Security Deposit of the Agency will be liable to be forfeited by BI besides annulment of the contract.
- VI. The Company/Firm/Agency shall, first disburse the remuneration to the deployed manpower for the preceding month latest by 10th of the following month and, thereafter, submit the bill, in triplicate, along with the attendance sheet and proof of disbursement of payment to BI.
- VII. The payment of staff after 10 day of each month will attract penalty at @ Rs.2000/- of per day which shall be deducted from the pending bills of the Company/Firm/Agency. The remuneration should be paid to the respective personnel by directly transferring the amount in his/her Bank Account.
- VIII. No wages/remuneration will be paid to any person for the days of any un-authorized absence from the duty.
- IX. The Institute will release the payment to agency within 15-days from the date of submission of bill complete in all respect.
- X. The Claims in bills regarding Employees State Insurance, Provident Fund, and GST etc. should be necessarily accompanied with documentary proof pertaining to the concerned month's bill. A proportionate amount of the bill/ whole of the bill amount shall be withheld till such time the necessary documentary proof is furnished.
- XI. The Contractor shall submit monthly Pre- receipted bills (affixing the revenue stamp) for payment at the agreed rate at the closing date of each month and be paid within 15 working days from the date of submission after checking compliance documents. Payment will be released only after submission of proof of disbursement of wages to the personnel deployed at the Institute by the contractor. The contractor will have to submit bank statement as a proof of payment of wages and other statutory dues like EPF/ESI/GST etc. All payments will be subject to deduction of Income-Tax at source as per Income Tax Act/Income Tax Rules/GST Rules.
- XII. The selected agency is required to maintain attendance register and register with wages to ensure timely and accurate payment to the workers that may be engaged for this work. However, any increase in VDA declared by the Govt. will be considered on written request of the Contractor. No profit/service charge on increased amount of VDA will be considered for making payment by the Institute.

34. FRAUD AND CORRUPT PRACTICES

I. The Company/Firm/ Agency and its respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, BI may reject the bid without being liable in any manner, whatsoever, to the Company/Firm/ Agency, if it determines that the Company/Firm/ Agency has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding process. In such an event, the said Company/Firm/ Agency shall not be eligible to participate in any tender issued by BI for a period of 2 (two) years from the date such Company/Firm/ Agency is found/declared guilty by BI.

II. For the purposes of this clause 1, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) "Corrupt Practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the execution of the LOA or after the executive of the Agreement, as the case may be, any person in respect of any matter relating to this contract or the LOA or the Agreement, who at any time has been or is legal, financial or technical advisor of the Authority in relation to any matter concerning the said contract;
- b) "Fraudulent Practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c) "Coercive Practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the Bidding process;
- d) "Undesirable Practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a conflict of Interest; and
- e) "Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among Company/Firm/ Agency with the objective of restricting or manipulating a full and fair competition in the Bidding Process;

INSTRUCTION TO BIDDER

Bidding documents will be available online in www.eprocure.gov.in/cpp and Institute website www.jcbose.ac.in.

Bidder is advised to submit the quotation strictly in accordance with the terms and conditions and specification contained in the **QUOTATION DOCUMENTS** and not to stipulate any deviation or condition.

Signature on Quotation (s)

- i. The bidder must upload the bidder information form duly filled up.
- ii. Quotation by a partnership firm/ consortium of firms must be furnished with names of all partners and be signed in the partnership name, followed by signatures and designation of authorized partner or other authorized representatives, to be uploaded. The copy of partnership deed/consortium agreements should also have to be uploaded.
- iii. Quotation by a corporation/ company must be signed in the legal name of the corporation/ company, by the President/ Director or by the secretary or other person, or persons authorized to bid on behalf of such corporation/ company with seal of the corporation/ company, to be uploaded.
- iv. Satisfactory evidence of authority of the persons signing on behalf of the bidder be furnished and uploaded.

DEFINITION OF TERMS

In this contract (as herein after defined) the following words and expression shall having meaning hereby assigned to them, except where the context otherwise require.

1. Institute' shall mean Bose Institute, with its premises located at 93/1, Acharya Prafulla Chandra Road Kolkata-700009 and shall include its authorized representative, successors and assignees.
2. The ' CONTRACTOR' shall mean the person or persons, firm Association of Persons / Bodies of Individual / Limited Liability Partnership or company or corporation or consortium of firms or companies, whose BID has been accepted by Institute and includes the Contractor's legal representative, his/her successors and permitted assigns.
3. The 'QUOTATION/TENDER' shall mean the proposal/ offer along with supporting documents, submitted by the bidder for consideration by the Institute.
4. The "QUOTATION/TENDER DOCUMENT" shall mean the documents issued by Institute to prospective Bidders, containing various terms & conditions, scope of work, any requirement etc. or generally laid and various sections spelling out the basis procedure, modes, methods and formalities for the Bidder to prepare the BIDs, for submission to Institute. The BID documents shall include the invitation to BID, instructions, proposal forms and all addenda/ corrigenda/ amendment issued by the Institute.
5. The ' LETTER OF ACCEPTANCE OF QUOTATION' shall mean an official invitation from Institute to successful bidder to the effect that his/ their quotation has been accepted in accordance with the provisions contained therein.
6. The 'WORK' shall mean and include all works to be executed, all items and things to provided/ done and service and activities to be performed by the CONTRACTOR in accordance with the contract.

7. The 'CONTRACT' shall mean the agreement between Bose Institute and the CONTRACTOR, duly signed by the parties to the Agreement, through their authorized representative, for the execution of the work included in the BID DOCUMENT, LETTER OF ACCEPTANCE of BID, agreed variation to the BID DOCUMENTS if any. SCHEDULE OF RATES and other relevant documents submitted by the Contractor and as accepted by Institute.
8. The 'MONTH' shall mean the calendar month according to the Christian Calendar. 'DAY' unless herein expressly defined otherwise, shall mean Christian calendar day of 24hours.

Validity of QUOTATION

Quotation submitted by the bidder shall remain valid for acceptance for a period of 120 (one hundred twenty) days from the date of opening of the quotation. Bidder shall not be entitled during the said period to revoke or cancel the BID to vary the same or any terms thereof without the consent in writing of the Institute. In the event of the bidder revoking the BID or varying any term in regard thereof the **bidder's EMD shall be forfeited**.

Right of Institute to accept or reject the BIDs

The right to accept the BID in full or in part shall rest with the Institute. However, Institute does not bind itself to accept the lowest BID. Director, Bose Institute reserves the right to accept or reject any or all tenders either in part or in full. The reasons for rejecting the tender of a prospective bidder will be disclosed only when enquiries are made. The BIDs, in which any of the particulars and prescribed information is missing or is incomplete in any respect and/ or the prescribed conditions are not fulfilled, shall be considered non – responsive and are liable to be summarily rejected. BIDs not meeting the BID evaluation criteria as stipulated in the documents shall be summarily rejected.

Signing of the Contract

The successful bidder shall be required to execute the Draft **Contract Agreement** on a non – judicial stamp paper of Rs 100/- (Rupees One Hundred only) within fifteen (15) days of the issue of the **work order**. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled.

Performance Security

The successful Tenderer will have to deposit a Performance Security Deposit@ 10% of the total annual value of the contract, within 21 days of issue of the formal work order. The Performance Security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of Bose Institute, Kolkata or Fixed Deposit Receipt (FDR) from a Commercial Bank. The Performance Security should remain valid for a period of 90 days beyond the entire date of completion (including extended period) of all the contractual obligation of the Company/Firm/Agency. The performance security of the Agency /Firm/Company will be released after 90 days from the date of the completion of the contract.

Annexure - 1
Description of Work

The work would have to be undertaken by the said Contractor under this agreement shall be as follows:-

Supply of total 130 numbers personnel (which may vary as per requirement) for ensuring the work (office assistant, peon, building maintenance, driver, conservancy staff etc as applicable) at different premises for 8 hours 30 minutes (including recess time of 30 minutes) in day starting from 9-45 AM to 6- 15PM.

Category of workers	Rate of workers
<ul style="list-style-type: none">• Un Skilled• Semi Skilled• Skilled• Highly Skilled	As per the rate of Govt. of India, Ministry of Labour & Employment Office of the Chief Labour Commissioner(C). <i>(Latest Notifications from time to time)</i>

The total strength is subject to change as per requirement of the Institute.



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General Conditions.

- 1) If any of the men engaged is found not suitable for the purpose, the Contractor immediately, i.e. within 24 hours should arrange for the replacement of the said personnel and inform the administration accordingly.
- 2) The Contractors should be solely responsible for the contract and on behalf of his men, issue necessary identity card bearing the signature of the Contractor to its men at his own cost.
- 3) The Contractor should also submit photocopy of the posting/ appointment letter of each of its men deployed at Institute and if the Contractor withdraws and/ or deploys any person in the premises of Institute according to its own exigency of work or on advice of Institute, photocopy of the/ appointment letter of such newly deployed men of the Contractor should also be immediately furnished to the Institute.
- 4) The Contractor should submit details like name, father's name, residential address, contract number of the personnel deployed by him in the Institute to the concerned authority.
- 5) P.F., E.S.I. and GST, as admissible and applicable, will be deposited to the appropriate authority by the vendor. The vendor will submit copies of challans to Institute at the time of submission of bill.
- 6) Security Measure in respect of materials, personnel will be regulated and governed as per existing practice and as may be advised by Institute from time to time. All instruction/ directive in this regard and as would be intimated from time to time by Institute shall be obligatory for compliance by each personnel deployed by the Contractor.
- 7) Payment to his engaged worker have to be made in the Institute premises on the 1st working day of the month.

8) Force Majeure

- a) 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, its delay in performance or other failure to perform its obligation under the contract is the result of an event of Force Majeure.
- b) For purpose 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.

9) 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 re-enactment, thereof. The arbitration proceedings will be held in Kolkata. The court of jurisdiction will be Kolkata.

10) 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

11) Contact details:

For any details the bidders are requested to contact the office of the Overseer – Cum – Caretaker of the Centenary Building of Bose Institute, P-1/12, CIT Scheme VII-M, Kolkata 700054 (Ph# 033 2569 3212). For any BOQ related query the bidders are requested to contact 033 2569 3208 /3305.



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Ref: BI-K/E-TEND/07/2019-20

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]

Date:[insertdateofBidSubmission]TenderNo.: [insertnumberforInvitationforbids]

1. Bidder's Legal Name [insert Bidder's legal name]
2. Bidder's Year of Registration: [insert Bidder's year of registration]
3. Bidder's Legal Address :
4. Bidder's Authorized Representative Information

Name: [insert Authorized Representative's name] Address:

[insert Authorized Representative's Address]

Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email

Address: [insert Authorized Representative's email address]

5. Attached are copies of original documents of: [check the box(es) of the attached original documents]

Signature of the Bidder Name

Business Address



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BID SECURITY FORM

(To be executed by a [scheduled Bank in India](#) on non-judicial stamp paper)

To
The Director
Bose Institute
P-1/12, C.I.T. Scheme VII- M
Kolkata – 700054.

Dear Sir,

Whereas.....(*Name and address of Bidder*) (*hereinafter called “the Bidder”*) in response to your Tender Notification No.-----dated----- is submitting its bid for the supply of (*Name and/or description of the goods*) (Hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE..... (*Name of bank*) of.....

(*Name of country*), having our registered office at..... (*Address of bank*) (Hereinafter called “the Bank”), are bound to **Director, Bose Institute, Kolkata, INDIA** for the sum of (Amount of the Guarantee in Words and Figures)

for which payment well and truly to be made to the said Institute, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this day of _____ 2019.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
3. Fails or refuses to execute the Contract Form if required ;or
4. Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.
5. This guarantee is valid upto.....(six months from date).

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty-five (45) days after the period of the bid validity,

and any demand in respect thereof should reach the Bank not later than the above date.

Date:

Signature.....

Place:

Seal of Bankers

(Complete Address/Contact Details with Tel./Fax/email etc)

Witness:

1.....

2.....



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DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

We certify that in last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part. We declare that:

- a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and
- b) We hereby certify we have taken steps to ensure that in conformity with the provisions of Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors / managers / employees.

Signature: Name & Designation with office Seal



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BOSE INSTITUTE

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

Ref: BI-K/E-TEND/07/2019-20

PROFORMA FOR PERFORMANCE BANK GUARANTEE (On stamp paper of appropriate value from any Nationalized Bank)

To,

Bose Institute

Dear Sir,

In consideration of Bose Institute (BI) (hereinafter called as the Employer which expression shall include his successor and assigns having awarded to

(here in after referred to as the said Contractor or Contractor' when expression shall wherever the subject of context so permits include its successors and assigns) a contract No. In terms inter alia, of the BI's Letter No. dated. and the General Conditions of Contract and upon the condition of the contractor's furnishing security for the performance of the contractor's obligations and discharge of the contractor's liability under in connection with the said contract upto a sum of Rs.....(Rupees..... only) amounting to 10 % (Ten) percent of the total contract value.

1. We. (here in after called "The Bank which expression shall include its successors and assigns) hereby jointly and severally undertake to guarantee the payment to The Employer in rupees forthwith on demand in writing and without protest of demur or any and all moneys anywise payable by the contractor to The Employer under in respect of or in connection with the side contract inclusive of all The Employer's losses and damages and costs, (inclusive between attorney and client) charges and expenses and other moneys anywise payable in respect of the above to this guarantee up to an aggregate limit of Rs./- (Rupees.....only).
2. We Bank further agree that The Employer shall be sole judge of and as to whether the said contractor has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by The Employer on account thereof and the decisions of The Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by The Employer from time to time shall be final and binding on us.
3. The Employer shall be at liberty without reference to the bank and without affecting the full liability of the bank hereunder to take any other security in respect of the Contractor's obligations and liabilities hereunder or to vary the contract or the work to be done there under vis-à-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the security and/ or any other security (ies) now or hereafter held by the Employer and no such dealing (s) reduction (s) increase (s) or other indulgence (s) or arrangements with the Contractor or release or forbearance whatsoever shall absolve the Bank of the fail liability to The Employer hereunder or prejudice the rights of The Employer against the bank.
4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Contractor but shall in all respect and for all purpose be binding and operative until of all monies payable to the in terms thereof.

5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or dispute having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the bank to The Employer in terms hereof.
6. The amount stated in any notice of demand addressed by the Employer to the bank as liable to be paid to the Employer by the Contractor or as suffered or incurred by The Employer on account of any losses or damages of cost, costs, charges and / or expenses shall be conclusive evidence of the amount so liable to be paid to The Employer of suffered or incurred by The Employer as the case may be and shall be payable by the bank to The Employer in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Employer and liabilities of the contractor arising up to and until midnight of.....
8. This guarantee shall be addition to any other guarantee or security whatsoever that The Employer may now or at any time anywise may have in relation to the contractor's obligations/ or liabilities under and/ or in connection with the said contract, and The Employer shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which The Employer may have or obtain and no for bearance on the part of The Employer in enforcing or requiring enforcement of any other security shall have the effect or releasing the Bank from its full liability hereunder.
9. It shall not be necessary for the Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the bank notwithstanding that any security which the Employer may have obtained or obtain from the contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealized.
10. We the said Bank undertake not to revoke this guarantee during its currency except with the consent of the Employer in writing and agree that any change in the constitution of the said contractor or the said Bank shall not discharge our liability hereunder.
11. We.the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/ difference pending between the parties before the arbitrator and/ or that any dispute is being referred to arbitration.
12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs... (Rupees.....) and this guarantee shall remain in force till and unless a claim is made on us within 3 (Three) months from that date, that is before all the claims under this guarantee shall be forfeited and we shall be relived of and discharged from our liabilities there under.

Datedday of20

For and on behalf of Bank issued

Under Seal

Bose Institute
Kolkata

Tender Inviting Authority: Registrar (Officiating)

Name of Work: Empanelment of Agencies for supply of Extra departmental hands and Conservancy staffs.

Contract No: BI - K/E-TEND/07/2019-20.

Name of Bidder :

Any other information / details from the bidder's side: