



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/09/2017-18**

To be addressed to:

The Sr. Prof. & Incharge, Registrar's Office,  
Bose Institute, Centenary Building,  
P-1/12, CIT Scheme - VII -M  
Kolkata - 700054 (INDIA)



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Ref : BI-K/E-TEND/09/2017-18

**INVITATION TO BIDS**

Director, Bose Institute, Kolkata, West Bengal, India invites **online** offers from reputed, resourceful & bonafied Govt. Regd. Agencies for providing extra departmental hands and conservancy staffs for miscellaneous, contingent and auxiliary works at 07 nos. premises of Bose Institute located at Kolkata as well as in other district of West Bengal.

Sl. No.	Name of the items	Qty.	Bid security (EMD)
1.	Empanelment of Agencies for supply of Extra departmental hands and Conservancy staffs	136	INR 1,50,000.00

- *The total strength 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)	29.5.2017
2.	Documents download start date (Online)	29.5.2017 at 15:00 hrs.
3.	Clarification Start date (Offline) Queries to be sent to the mail id <a href="mailto:bipurchase@jcbose.ac.in">bipurchase@jcbose.ac.in</a> )	29.5.2017 at 15.30 hrs.
4.	Clarification End date (Offline)	02.6.2017 at 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.	06.06.2017 at 12:00 hrs.
6.	Amendment (if any) (On line)	08.06.2017 at 17:00 hrs
7.	Bid submission start date (On line)	09.06.2017 at 11:00 hrs
8.	Documents download end date (Online)	19.06.2017 upto 17:00 hrs.
9.	Bid Submission closing (On line)	19.06.2017 at 17:00 hrs
10.	Last Date of submission of Earnest Money Deposit & Tender Fees (Off line)	20.06.2017 within 13:00 hrs.
11.	Bid opening date for Technical Proposals (Online)	21.06.2017 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 (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 e-Token.
  3. The foreign bidders can directly submit their bid through the e-procurement by obtaining their DSC applicable from NIC, India.
  4. 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.
  5. **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.
    - (iv) Details of present assignments with proof certificates.
    - (v) Performance certificate from the past and present Principal employers.
    - (vi) Company profile.



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- (vii) Audited financial statement for last 03 financial years (2013 - 2014, 2014 - 2015 & 2015 - 2016)
- (viii) Bank Solvency Certificate
- (ix) Credentials
- (x) Additional documents, if any.

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 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.**

6. **Earnest Money Deposit:**

- (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.



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**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 Sl. No. A.5.(a). and Sl. No. A.5.(b). And 6 (a) & (b) will render the tenderer liable to be rejected for both statutory & non statutory cover.***

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

**Item Rate BoQ**

Validate    Print    Help

Tender Inviting Authority: **Sr. Prof. & Incharge, Registrar's Office**

Name of Work: Empanelment of Agencies for outsourcing of Manpower [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-TEND/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	To provide Manpower for ensuring the work for Office Assistant, Peon, Building Maintenance, Driver, Conservancy Staff etc.				35.00 ✓	35.00	INR Thirty Five Only
Total in Figures						35.00	INR Thirty Five Only
Quoted Rate in Words						INR Thirty Five Only	

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

**Item Rate BoQ**

Validate    Print    Help

Tender Inviting Authority: **Sr. Prof. & Incharge, Registrar's Office**

Name of Work: Empanelment of Agencies for outsourcing of Manpower [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-TEND/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	To provide Manpower for ensuring the work for Office Assistant, Peon, Building Maintenance, Driver, Conservancy Staff etc.				35% ✗	0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words						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 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 Sr. Prof. & In-Charge, 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. 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.
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.
  - 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.



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**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 Limited Liability Partnership, must be able to deploy good quality experience personnel preferably have some office 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 Service Tax, and other applicable statutory taxes etc. and also with the Regional Labour Commissioner (Central/ State).
- d) The bidder should have minimum 5 Years experience in providing extra hands and conservancy staffs in Govt. organizations/ PSUs/ reputed private concerns. Experience of serving Scientific Research Organizations (Govt. funded) will be given preference.
- e) The bidder should hold labour license in accordance with the labour rules & regulation Act and should be thorough about the clauses of the Labour Rules (Regulation) Bill, 2005 and any amendment thereafter.
- f) The bidder should have experience in providing at least 120 (One hundred twenty) personnel at a time to an organization at present or in last 3 (three) years.
- g) Minimum annual turnover of INR 2.0(two) crores for providing manpower outsourcing services in the last 03 years, i.e., FY 2013-14, FY 2014-15 and FY 2015-16. Copy of the profit and loss account and balance sheet (audited) for the last three years must be submitted along with the Tender.





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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 shall be keeping vigilance in proper execution of job.
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 respect 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.
10. The tools and tackles will be provided by Institute.
11. Proof of address and identity proof of the workers will have to be provided by the contractor.



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13. 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 - VII M, Kolkata - 700054.
14. Offers without relevant supporting documents uploaded will be summarily rejected.
15. Interested parties may quote their rates.
16. 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
17. Contractors will be fully responsible to sort out all the problems and to comply with all statutory provisions regarding P.F. & E.S.I. and other statutory matter in connection with extra hand and conservancy staffs. Contractor will ensure easy withdrawal of P.F. balance of extra hands staffs and conservancy staffs when they are willing to do so.
18. Preference will be given to the most experienced, reputed & also on the basis of the credentials of the bidders.
19. Only technically complied bidders should be contacted for price bid opening,
- 20 **Bidder has to be Kolkata based with registered office in and around Kolkata & they would have to supply manpower from Kolkata & nearby areas.**

**INSTRUCTION TO BIDDER**

Bidding documents will be available online in [www.eprocure.gov.in/cppp](http://www.eprocure.gov.in/cppp) and Institute website [www.jcbose.ac.in](http://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.



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**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 agreement 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.

**DEFINATON 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.



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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 24 hours.

**Validity of QUOTATION**

Quotation submitted by the bidder shall remain valid for acceptance for a period of 60 (Sixty) days from the date of opening of the quotation. Bidder shall not be entitled during the said sixty days’ 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.



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**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 days of the issue of the **Letter of acceptance of BID**. 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 bidder with whom the Institute will enter into agreement for supply of Extra Hand & Conservancy Staff will submit Performance Security deposit **Rs. 2,50,000/- (Rupees Two lakh fifty thousand)** only in the form of Demand Draft/ Bank Guarantee in favour of Bose Institute payable at Kolkata till the end of the contract period.



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**ANNEXURE-I**

**Description of Work**

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

Supply of total 136 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 6-15 PM.

Category of workers	Rate of workers	Agency Charges @
<ul style="list-style-type: none"><li>• Un Skilled</li><li>• Semi Skilled</li><li>• Skilled</li><li>• Highly Skilled</li></ul>	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 Service tax, 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 1<sup>st</sup> working day of the month.





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**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 reenactment, thereof. The arbitration proceedings will be held in 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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**BOSE INSTITUTE**

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

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Ref : BI-K/E-TEND/09/2017-18

**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: [insert date of Bid Submission] Tender No.: [insert number for Invitation for bids]

1. Bidder's Legal Name [insert Bidder's legal name]
2. In case of JV, legal name of each party: [insert legal name of each party in JV]
3. Bidder's actual or intended Country of Registration: [insert actual or intended Country of Registration]
4. Bidder's Year of Registration: [insert Bidder's year of registration]
5. Bidder's Legal Address in Country of Registration: [insert Bidder's legal address in country of registration]
6. 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]
7. 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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Ref : BI-K/E-TEND/09/2017-18

**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, CIT Scheme-VII/M,  
Kolkata - 700054 (W.B.) India

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 unto **Director, Bose Institute, Kolkata, INDIA** (Hereinafter called "the Purchaser") for the sum of ..... (Amount of the Guarantee in Words and Figures) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

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:

contd.....



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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 up to .....(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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**PERFORMANCE SECURITY FORM**

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

To  
The Director,  
Bose Institute,  
P-1/12, CIT Scheme-VII/M,  
Kolkata - 700054 (W.B.) India

Dear Sir,

Sub: Your Contract No. -----dated -----for  
-----

1. You have entered into a contract with reference no as given above with \_\_\_\_\_ (herein after referred to as the contractor) for the supply, installation, and commissioning of \_\_\_\_\_ (herein after referred to as stores) for the price and on the terms and conditions contained in the said contract.
2. In accordance with the terms of said contract, the contractor has undertaken to produce a bank guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being 10 % of the total value of the said stores supplied to you, for the due fulfilment of its obligations to you for due performance as per the contract during warranty period.
3. In consideration thereof, we hereby expressly, irrevocably and unconditionally undertake and guarantee as principal obligator on behalf of the contractor that in the event you submit a written demand to us that the contractor has not performed according to the contractual obligations included in the said contract, we will pay you on written demand, without demur and without reference to the contractor any sum up to a maximum amount of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only). Your demand shall be conclusive evidence to us that such payment is due under the terms of the said contract. Payment by us to you will be made within thirty (30) days from receipt of your request making reference to this guarantee and on demand.
4. This guarantee shall not be revoked without your express consent and shall not be affected by your granting any indulgence to the contractor, which shall include but not be limited to postponement from time to time of the exercise of any powers vested in you or any right which you may have against the contractor and to exercise the same in any manner at any time and either to forbear or to enforce any covenant contained or implied in the said contract or any other course or remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising any of your rights with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on your part or any other indulgence shown by you or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving our Bank from its obligation under this guarantee.



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5. Notwithstanding anything herein contained, our liability under this guarantee is restricted to Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and the guarantee shall remain in force up to and including the \_\_\_\_\_ day of being reported to us by you and returned to us duly discharged.
6. Unless a demand or claim under this guarantee is made on us in writing on or before the aforesaid expiry date as provided above or unless this guarantee is extended by us all your rights under this guarantee shall be proscribed and we shall be discharged from the liabilities hereunder.
7. This guarantee shall not be affected by any change in the constitution of our Bank or of the contractor or for any other reason whatsoever.

Date:

Signature.....

Place:

Seal of Bankers

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

Witness:

1. ....

2. ....