

**TENDER FORM FOR  
“Day to Day Maintenance and House  
Keeping of Main Building at SNBNCBS”**

**S. N. Bose Centre for basic sciences  
Block-JD, Sector –III, Salt Lake, Kolkata-700098**

**NOTICE INVITING TENDER**

The Satyendra Nath Bose National Centre for Basic Sciences, Kolkata– 700098, invites sealed bids (in two parts) in prescribed format, from qualified and experienced agencies for providing “**Day to Day Maintenance and House Keeping of Main Building at SNBNCBS**” in the Campus of the Centre.

**A.1. Qualification of the Bidder**

- (a) The bidder must have minimum 3 years of consistent experience in providing similar type of services in reputed Govt. organisations/Educational Institutes/Hostels/PSU/reputed private organisation with one work order value of Rs. 12 lakh (Rupees Twelve Lakh only) or at least two work orders value above Rs 14 lakh (Rupees Fourteen Lakh only) or more during the last three years .
- (b) The average annual turnover of the bidder shall be minimum of Rs. 30 lakh (Rupees Thirty Lakh only) per annum during the last three financial years.
- (c) The bidder should possess valid trade license and provide registration certificate with EPF, ESI, Service Tax, Professional Tax etc. and also with the Regional Labour Commissioner (West Bengal).

**A.2. Bid Documents**

- A.2.1 Bid document can be downloaded from the Centres Official website [www.bose.res.in](http://www.bose.res.in)
- A.2.2 All tenders should be accompanied with an Earnest Money Deposit (EMD) of Rs. 30000/- (Rupees Thirty Thousand only) payable in the form of Demand Draft/ Bankers Cheque in favour of “S. N. Bose National Centre for Basic Sciences”, payable at Kolkata.
- A.2.3 The last date of submission of bid is 29.04.2013 (1500 hrs). Technical Bid will be opened on the same date at 1530 hrs.
- A.2.4 The validity of the tender will be 90 (ninety) days from the last date of submission of bid.

**Acting Registrar**

**Encl:**

- i. Instruction to bidder
- ii. Terms & Conditions including scope of work
- iii. Schedule of Rates

## INSTRUCTION TO BIDDER

### B.1 Submission of Bid

- B.1.1. One complete set of Bid Document will be issued to each bidder. Bid / offer shall be prepared by typing or printing with indelible black ink in the Rate Columns. The tender in original form only shall be submitted by the bidder.
- B.1.2. Bidder is advised to submit the Bid strictly in accordance with the terms and conditions and specifications contained in the BID DOCUMENT and not to stipulate any deviation or condition. Centre reserves the right to reject any BID containing deviations to the terms, conditions and requirements stipulated in the BID document.
- B.1.3. BID shall be submitted in two parts: Part I - Technical Bid and Part II - Price Bid. Part-I and Part-II should be separately sealed and superscripted with the words 'Part I: Technical Bid' and 'Part II: Price Bid', whichever is applicable. Technical Bid and Price Bid duly sealed must be put in two separate envelopes and both the Bids should be put in one large single sealed envelope with the words "**Quotation for Day to Day Maintenance and House Keeping of Main Building at SNBNCBS**" must be superscripted on the top of the single large envelope with tender Ref. No.. The full name, postal address and telephone number, Fax number (if available) of the Bidder shall be written on the bottom left hand corner of the single sealed large envelope.

**PART – I: Technical Bid** shall contain the following:

- a. Earnest Money Deposit (EMD).
- b. Acceptance of confirmation to the terms and conditions.
- c. Copy of work order in support of providing the service executed during the last three years.
- d. Details of present assignments with proof.
- e. Performance certificates where the tenderer has provided the service for the last five (05) years from the past and present organisation.
- f. Company profile.
- g. Documents related to EPF, ESI registration, Trade License and IT PAN, Professional Tax Registration, Service Tax Registration.
- i. Audited financial statement for last 3 financial years (2009-2010, 2010-2011 and 2011-12).
- j. The tenderer should have labour license under Contract labour (regulation & Abolition) Act, 1970.
- k. A list of No. of employees registered under ESI & EPF.

**PART – II: Price Bid** shall contain the price quotation as per schedule of rates enclosed. Price bids of only technically qualified bidders will be opened.

- B.1.4 The bidder is required to submit the BID in person in the tender box kept at the ground floor of the Main Building of the Centre, so as to be delivered on or before the date and time set out for the same. Bids submitted by Registered Post/FAX or e-mail will not be accepted. The Centre will be not responsible for the loss of BID or delay in postal transit.

## **B. 2. BIDS**

### **B.2.1. Signature on BID(s)**

- a. The BID must contain the name, residence and place of business of the person or persons submitting the BID and must be signed and sealed by the bidder with his usual signature on every page of the BID. The names of all persons signing should also be typed or printed below their signatures.
- b. BID by a partnership firm / consortium of firms must furnish names of all partners and be signed in the partnership name, followed by signatures and designations of authorized partners or other authorized representatives. The copy of partnership deed / consortium agreement should also be furnished.
- c. BID 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.
- d. Satisfactory evidence of authority of the person signing on behalf of the bidder be furnished.
- e. The bidder's name stated in the BID shall be exact legal name of the firm/proprietary company / corporation etc. as registered or incorporated.

### **B.2.2 Correction in BID**

All changes / alteration / corrections in the BID shall be signed with date in full by the person or persons signing the BID. **No erasing and / or overwriting are allowed.**

### **B.3. Transfer of BID documents / BIDS**

Transfer BID document purchased by one bidder to another is not permissible. Similarly transfer BID submitted by one bidder to another is also not permissible. No alteration in the essence of BID, once submitted shall be permissible. In case the bidder transfers the BID or modifies / withdraws during the period of validity, his EMD shall be forfeited.

**TERMS AND CONDITIONS**

**1. Earnest Money Deposit (EMD):**

Earnest Money Deposit (EMD) of Rs. **30000/-** (Rupees Thirty Thousand only) is required to be submitted in Demand Draft/ Bankers Cheque by the Tenderer with the tender in Cover -I. The Demand Draft/Bankers Cheque must be issued in favour of "S N Bose National Centre for Basic Sciences", payable at Kolkata. EMD deposited by the unsuccessful tenders will be refunded by way of handing over the original Demand Draft/ Bankers Cheque duly endorsed by the Competent Authority of the Centre. The Earnest Money of the Successful Tenderer will be adjusted against the Security Deposit to recover from the running account bills. Under any circumstances, SNBNCBS will not be liable to pay any interest on the EMD. If the tenderer withdraws or amends its tender in any respect within bid validity period, EMD is liable to be forfeited.

**2. Security Deposit:**

The Security Deposit shall be deducted from the Monthly Bills at 3% of the certified bill value. The EMD shall form part of the Security Deposit.

**3. Refund of Security Deposit:**

The Security Deposit may be refunded without interest within one month after the expiry of the contract period against appeal of the contractor subject to satisfactory performance of the Contract duly certified by Executing Authority/Section.

**4. Validity of Bid:**

Bid submitted by bidder shall remain valid for acceptance for a period of 90 (ninety) days from the last date of submission of the Bid. Bidders shall not be entitled during the said ninety days' period to revoke or cancel the Bid or to vary the same or any term thereof without the consent in writing of the Centre. In the event of the bidder revoking the Bid or varying any term in regard thereof the bidder's EMD shall be forfeited.

**5. Right of the Centre to accept or reject the Bids:**

The right to accept the Bid in full or in part shall rest with the Centre. However, the Centre reserves to itself the authority to reject any or all the Bids received without assigning any reason whatsoever. 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 document shall be summarily rejected.

**6. Signing of the Agreement:**

The successful bidder shall be required to execute an **Agreement** accepting terms and conditions stipulated in the NIT 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 **Agreement** within the period stipulated above, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled.

**7. Scope of Work:**

7.1 The general maintenance of Main Building includes sweeping, cleaning and collection of garbage in the bin adjoining the complex.

7.2 The services are to be provided without interruption. All consumables shall be supplied by the Centre.

7.3 Cleaning, dusting, sweeping (wet) with phenyl/disinfectants of all office rooms, the common public areas such as staircases, inside lift car, terrace/rooftop, balcony, mumty rooms, lift machine rooms, passages, cobwebs, entrance, office space, visitors room, covered corridors, common toilets & attached toilets including vertical separators, door & window shutters, name plates, aluminium glazed partition walls, glass door shutters, furniture of Archive, Clean Room Building etc. at Main Building twice everyday in the morning and evening with proper record duly certified by the Campus Engineer cum Estate Officer.

7.4 Cleaning, sweeping (wet) with phenyl/disinfectants of the laboratories, crèche and their attached toilets etc. in addition to 05 Nos. toilet near Clean room and Store Rooms which are also under scope of work.

7.5 In case of urgency, prior notice would be given to the Contractor for cleaning and sweeping work or any other type of work desired by the Authority of the Centre on Sunday/Holiday for which proportionate extra charge would be given for such working on Sundays/Holydays from the Centre.

7.6 Agency should be ready to do any other work on emergent basis like relocation/rearrangement of furniture, laboratory equipment, packing boxes, from one room to another or one laboratory to another laboratory or its rearrangement or to store the unused/surplus furniture/materials from one place to another inside Main Building, Clean Room, Laboratories out side of Main Building for which no extra payment will be reimbursed.

**8. General Conditions:**

8.1 The Contractor will be responsible for all his employees in observing security and safety regulations and instructions as may be issued by the Centre from time to time.

8.2 The Contractor shall employ only Indian citizen, adult, trained, efficient and responsible staff with good health and sound mind for general maintenance and cleaning services.

8.3 The Contractor should provide I-cards to its staff. Any change of staff, the Campus Engineer cum Estate Officer should be informed in advance.

8.4 In case the furniture/fixtures/linen of the Main Building is damaged due to misuse or mishandling or carelessness by the Contractor or his employees, the Contractor shall immediately inform the Campus Engineer cum Estate Officer. In such a case, the Contractor will be liable to replace the item at his own cost or the Centre shall have the right to recover the loss from the contractor's monthly bill. The decision of the Centre in this matter will be final.

8.5 The Main Building premises are the property of the Centre and the Contractor is only permitted to manage the premises as long the Contract remains valid. Whenever the contract is terminated or the contract is concluded and the Centre decides that the Contractor should not be allowed to run the service, the Centre will be entitled to restrain the Contractor from entering the campus.

8.6 Supply of total number of personnel for providing general maintenance and housekeeping of Main Building as mentioned here in under:

Sl. No.	Name of the Post	Type of Worker	Nos. of the worker	Duty Hours	Days
1	Male cleaner	Unskilled	10	7.00 am to 3.00 pm	Monday to Saturday
2	Female cleaner	Unskilled	02	7.00 am to 3.00 pm	Monday to Saturday

8.7 Weekly holiday is to be provided to the workers by the contractor as per Shop and Establishment Act.

8.8 The Contractor shall maintain the Minimum Wages Rules set by the Ministry of Labour, Government of West Bengal, and in the tender application the categories of the labour to be engaged should be specified as viz. unskilled and semi-skilled. The Contractor will make payment to his staff engaged in the Centre as per the minimum wages rates for these categories, as specified from time to time by the Regional Labour commissioner (State) and follow the Contract Labour Act, 1970 and Rules 1971 in this respect.

8.9 The Contractor's staff will not be treated as the Centre's staff for any purpose whatsoever. The Contractor shall be responsible for strict compliance of all statutory provisions of relevant labour laws applicable from time to time in carrying out the above job. The Centre shall not be liable, to any penalty under relevant rules, enactment or related regulations for which Contractor is responsible under the law.

8.10 The Contractor shall be responsible for fulfilling the requirements of all statutory provisions of relevant enactments viz. Minimum Wages Act, Payment of Wages Act, Industrial Disputes Act, Gratuity Act, Contract Labour Act and all other labour and industrial enactment at his own risk and cost in

respect of all staff employed by him and keep the Centre indemnified for any action brought against it for any violation/non-compliance of any of the provisions of any of the acts etc. The Contractor will abide by all the rules and regulations of the labour laws and rules framed there under and maintain all the Registers required under the above mentioned rules and regulations and the Centre may inspect all such records at any time.

8.11 The Contractor shall pay wages directly to the workman within 10<sup>th</sup> day of every month without any intervention of any labour contract. The Contractor shall also ensure that no amount by way of commission or otherwise is deducted from the wages of the workmen.

8.12 The Contractor shall at his own expenses, take Workman's Compensation Insurance and he shall also obtain from his underwriter of such insurance a waiver of subrogation in favour of the Centre. The Contractor shall further at his own expense, register claims and pursue realization of all insurance claims. He shall produce proof of such insurance within a reasonable time from the date of issue of letter of acceptance of BID.

8.13 The Contractor shall obtain specified license from Regional Labour Commissioner, Govt. of West Bengal, within a reasonable time period after issue of letter of acceptance of BID for employment of labour in the Centre.

8.14 The Contractor shall not appoint any Sub-Contractor for the work assigned to him.

8.15 The Contractor shall make his own arrangements for transportation of his employees, if required.

8.16 Agency should be held responsible if anybody is found availing recess beyond the permissible time and proportionate recovery will be made from his monthly bill.

8.17 The Contractor shall maintain register for recording attendance of their personnel, which can be verified by the Centre.

8.18 The contractor can terminate the contract by serving one month notice subject to written clearance given by the Centre based on satisfactory and sufficient reasons given by the contractor.

**9. Termination of the Contract:**

The Centre reserves the exclusive right to suspend, cancel, terminate the Contract at any point of time without prior notice if it has sufficient reasons to believe that the contractor has failed to perform or fulfil any obligations of terms & Conditions and liable and responsible for any loss and damage of the property of the Centre.

**10. Penalty:**

In the event of the Contractor's failure to execute the work entrusted to it under this Agreement satisfactorily, the Centre shall make alternative



arrangement to do it and the difference of cost incurred by the Centre thereby shall be recovered from the Contractor's unpaid bills and Security Deposit.

**11. Revision of Rate:**

Effect of revision of minimum wage as per revised circular of Office of the Labour Commissioner, Govt. of West Bengal may be considered against contractor's appeal supported by relevant documentary evidence, subject to approval of the Competent Authority of the Centre.

**12. Payment:**

(A) Payment monthly bill will be made on the basis of actual mandays present per calendar month as per Attendance Register and against submitted bill by the contractor along with supporting documents i.e a) Certified Attendance Sheet, b) Receipted payment of wage sheet (minimum wages and other admissible benefits as per contract) to employees for the preceding month, c) Challan for Deposit of ESI, d) Challan for Deposit of Provident Fund for verification by the Centre/any other Statutory Authority. The monthly bill will be released within 21 days from the date of receipt of the bill.

(B) Payment of Security Deposit & Earnest Money will be released only if it is accompanied by the proof of the a) having handed over the complete establishment including all materials and equipments of the Main Building to the authorized representative of the Centre in good condition and b) having vacated the hostels premises or any other premises that may have been allotted to him for discharge of the contractual obligation, c) after successful refund of accumulated amount in PF account of engaged staffs in connection of this contract.

**13. Taxes, Duties and Levies:**

The Statutory deduction of Taxes as applicable on the contract will be deducted form all interim and final bill.

**14. Contractor's Subordinate staff and their Conduct:**

A) If and whenever any of the Contractor's employee shall in opinion of the Centre's authorized representative, be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Centre's authorized representative, it is undesirable for administrative or any other reason for such person/persons to be employed in the works, the Contractor if so directed by the Centre's authorized representative, shall remove such person/persons from employment. Any person/persons so removed from the works shall not again be employed in connection with the works without the written permission of the Competent Authority of the Centre.

B) The Contractor shall be responsible for proper behaviour of all the staff, employed directly or indirectly by him.

C) Contractor's personnel entering upon the Centre premises shall be properly identified by badges of a type acceptable to the Centre which must be worn by them at all times during duty hours.

D) The Contractor will be required to submit details like photograph, name, father's name, address, contact number, educational qualifications and experience of the staffs engaged by him in the Centre at the time of commencement of the contract. Any replacement of staff/s by the Contractor should be immediately informed.

**14. Accident or Injury to Workmen:**

The Centre shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contract saves and except an accident injury resulting from any act or default of the Centre. The Contractor shall indemnify and keep indemnified the Centre against all such damage and compensation whatsoever in respect or in relation thereto.

**15. Damage of Property:**

The Contractor shall be responsible for making good to the satisfaction of the Campus Engineer cum Estate Officer any loss or any damage to all structures and properties within the Student Hostel premises. If such loss or damage is due to fault and/or the negligence or wilful acts or omission of the Contractor, his employees, agents, representatives or sub-Contractors, he shall make good the loss as assessed by the Campus Engineer cum Estate Officer.

**17. Arbitration:**

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before and after extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out or relating to the contract or breach thereof, shall be referred to sole Arbitrator to be appointed by the Director of the Centre at the time of dispute.

It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation or arbitration under the clause.

It is a term of the contract that the cost of arbitration will be borne by the parties themselves equally.

The venue of arbitration shall be Kolkata.

Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof rules make hereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

**18. Jurisdiction:**

The contract shall be governed by and constructed according to the law in force in India. The Contractor shall hereby submits to the jurisdiction of the courts situated at Kolkata for the purpose of actions any proceedings arising out of the contract and the courts at Kolkata only will have the jurisdiction to hear and decide such actions and proceedings.

**19. Site Familiarisation:**

Before quoting, the Tenderer in his own interest shall carry out site visits to know the site conditions and full implications of the assignment. This will also help him in proper assessment of the work. Failure to do so will not absolve the contractor of his responsibility to carry out the work as specified in the Tender Documents. The cost of visiting the site shall be borne by the Tenderer and shall be at his own responsibility and risk.

**20. General Rules:**

Smoking and drinking inside the Centre Campus is strictly prohibited. Violations of this rule shall be prosecuted as per law and discharged immediately.

**20. Declaration:**

I/We have inspected the site of works and have made me/us fully acquainted with the local conditions in and around the sites of works. I/We hereby declare that I/We have gone through the scope of work and Terms & Conditions given in the NIT and understood the same and on the basis of the same, I/We quoted our rates in the Price Schedule which is attached with in the Bidding Documents.

\_\_\_\_\_  
Signature of Tenderer

Address: \_\_\_\_\_

\_\_\_\_\_  
Date:

Office seal

Name of Work: Day to Day Maintenance and House Keeping of Main Building at SNBNCBS.

Tender Ref: SNB/ENGG/NIT/13-14/01

Date: 16.04.2013

**Annexure-1**

**SCH-1 Schedule of Minimum Wages per Person per Month**

Sl. No.	Description	Cleaner (unskilled)
A	Minimum Wage	
B	Employees State Insurance (ESI) [4.75%]	
C	Employees Provident Fund (EPF) [13.61%]	
D	Bonus [8.33%]	
E	<b>Total Cost Per Head</b>	

Note: This schedule must be prepared after taking into account monthly minimum rates of wages as mentioned in the Circular bearing Memo No. 08/Stat/RW/108/568/2012/LCS/JLC dt.01.01.2013 as issued by the Joint Labour Commissioner, Govt. of West Bengal, 6, Charch Lane, 4<sup>th</sup> floor, Kolkata-700001.

**SCH-2 Schedule of Rates for Respective Cadres for Deployment per Month**

Sl. No.	Particulars of Cadres	No. of Personnel required per month (C1)	Rate per person per month as per schedule SCH-1 (C2)	Total C1 x C2
1	Cleaners (10 males + 02 females)	12		
2	SERVICE CHARGE (in percent)			
3	<b>SUB TOTAL-1</b>			
4	SERVICE TAX (in percent)			
5	<b>GRAND TOTAL</b>			

\_\_\_\_\_  
Signature of the Tenderer with date and seal