

**TENDER FORM FOR
“Providing of Experienced Skilled and Unskilled
Plumbers”**

Tender Reference: SNB/ENG/NIT/15-16/15/039

Date: 12.02.2016

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

A. NOTICE INVITING TENDER

Sealed bids for “**Providing of Experienced Skilled and Unskilled Plumbers**” at the Campus of Satyendra Nath Bose National Centre for Basic Sciences, Salt Lake, Sector-III, Block-JD, Kolkata– 700098, are invited, from qualified, experienced and resourceful agencies.

A.1. Qualification of the Bidder:

- (a) The bidder should have minimum 3 years of experience within (one work order continuing with the same organization or work orders in different organizations will be considered) last 7 years till December, 2015 in providing of workers, with minimum work order value of Rs.2 Lac per annum.
- (b) The average annual turnover of the bidder shall be minimum of Rs. 8,00,000/- (Rupees Eight Lakh) during last three years.
- (c) The bidder should possess valid trade license and provide registration with EPF, ESI, Service Tax, Professional Tax, PAN etc. and also with the Regional Labour Commissioner (West Bengal).

A.2. Details of the Bid Documents:

- A.2.1 Bid document can be downloaded from the Centre’s Official website <http://newweb.bose.res.in/InfoAnnouncements/Tender.jsp>
- A.2.2 All tenders should be accompanied with an Earnest Money Deposit (EMD) of Rs.12200/- (Rupees Twelve Thousand Two Hundred only) payable in the form of Demand Draft/ Bankers Cheque in favour of S. N. Bose National Centre for Basic Sciences, Kolkata – 700 098.
- A.2.3 The last date of submission of bid is 04.03.16 at 15.00 hours. Technical Bid will be opened on the same date at 16.00 hours.
- A.2.4 The validity of the tender shall be 90 (ninety) days from the date of opening of bid.

REGISTRAR

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

B. INSTRUCTION TO BIDDER

B.1 Submission of Bid:

- B.1.1. The bid 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. The centre reserves the right to reject any bid containing deviations to the terms, conditions and requirements stipulated in the bid document. The Centre also reserves the right to cancel the tender process without assigning any reason thereof.
- 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. Both the parts should be put in one large single envelope with duly sealed superscripting the words "**Providing of Experienced Skilled and Unskilled Plumber Workers**". 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 sealed cover.

PART – I: Technical Bid shall contain the following:

- a. Earnest Money Deposit (EMD)
- b. Bidding document duly signed and stamped on all pages by the authorized signatory as a token of acceptance all terms and conditions.
- c. Details of providing supplying workers in the past and present assignments in similar work with supporting documents.
- d. Documents related to Trade License and IT PAN, Professional Tax Registration, Service Tax Registration (similar work) and license from regional labor commissioner (WB).
- e. Audited/Certified financial statement for last 3 years (2012-2013, 2013-2014 and 2014-2015).
- f. Additional documents, if any.

PART – II: Price Bid shall contain the Price as per schedule of rates enclosed in Annexure-I.

- B.1.4 The tender shall be dropped in the Tender Box kept at the ground floor of the Centre. The due date of Tender Submission shall be as per NIT. Technical Bid shall be opened at 16.00 hours on same day in presence of authorized representative of Bidders. Technically qualified bidders will be invited to be present during opening of the price bid.

B.2. BIDS:

B.2.1. Signature on BID(s)

- i. The bid must contain the name, address and contact details of business of the person or persons submitting the bid and must be signed and sealed by the bidder with his signature on every page of the bid. The names of all persons signing should also be typed or printed below their signatures.
- ii. Bid by a partnership firm / company 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 /Board of Resolution should also be furnished. Proprietorship firm is also eligible.
- iii. 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.
- iv. Satisfactory evidence of authority of the person signing on behalf of the bidder to be furnished.
- v. The bidder's name stated in the bid shall be exact legal name of the firm / company / corporation etc. as registered or incorporated.
- vi. All bidders should be careful before quoting the rate/rates. Absurdly low rate/rates, quoted by any bidder may cause rejection of the tender.

B.2.2 Correction in BID

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

B.3. Transfer of bid documents:

Transfer of BID document downloaded by one bidder to another is not permissible. Similarly transfer of 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.

C. TERMS AND CONDITIONS

1. Earnest Money Deposit (EMD) :

Earnest Money Deposit (EMD) of Rs.12200/- (Rupees Twelve Thousand Two Hundred only) is required to be submitted in Demand Draft/ Bankers Cheque by the tenderer with the technical bid. The Demand Draft/Bankers Cheque must be issued in favour of "S N Bose National Centre for Basic Sciences". 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 monthly bills. Under any circumstances, the centre 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 the rate of 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 Contractor which is to be certified by Engineer-in-Charge.

4. Validity of BID:

Bid submitted by bidder shall remain valid for acceptance for a period of 90 (ninety) days from the date of opening 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. 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 right to reject any or all the BIDs received or cancel the tender without assigning any reason. 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 Contract:

The successful bidder shall be required to execute a **Contract Agreement** accepting terms and conditions stipulated in the NIT on a non-judicial stamp paper of Rs. 100/- (Rs. One Hundred only) within fifteen days of the issue of the **Letter of acceptance**. Stamp paper will be arranged by the lowest bidder at his own cost. 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.

7. Scope of Work:

1. Repair, maintenance & up keeping of existing Sanitary Installations, Drainage System and Water Supply Arrangements i.e up to 100mm dia for G.I. pipe, 200mm dia for C.I pipe, up to 150mm dia C.I soil pipe & up to 150mm dia all PVC pipe at the entire campus of SNBNCBS including Main Building, Bhagirathi Guest House, Krishnachura & Radhachura Hostels, Subarnarekha (Essential Staff Quarter), Director's Bungalow, Security Rest Room, Security Office, Clean Room Building, Stores, Pump House, Sub-station Building, Liquid Helium Plant Building, New Laboratory Buildings, Garage, Gymnasium, Laboratories, Garden and any new installation that may come up during the period of contract inside the campus of the Centre.
2. Replacing all defective, damaged or defunct fittings, fixtures, valves (up to 200mm dia) and pipes of different size of diameter (as stated in sl no.-1) by new fittings and laying of new pipe lines including painting(minor work) if required. Materials and consumables shall be supplied by the Centre.
3. To assist daily operation of pumps to the Centre's pump operator.
4. Daily operation & back washing of Iron Removal Plant at Pump House.
5. If any fittings and fixtures are found inactive, those materials should be tried to repair and re-utilize in the main work.
6. Weekly holiday shall be provided. However, in case of emergency, services will be provided on off days which may be considered as working days subject to get prior approval of Engineering Section.
7. All necessary tools, tackles, equipments etc. shall be supplied by the contractor. Materials and consumables shall be supplied by the Centre.
8. Working Hours: Eight & half Hours per day as per duty roster fixed by the Centre.
9. Necessary earth work in cutting, filling with available earth from suitable location inside campus premises for any repairing work, new installations purposes etc.
10. Periodical cleaning of sewerage pipe lines, storm water pipe lines, gully trap, man holes. In case of emergency situation, aforesaid cleaning works have to be done.
11. Contractor shall arrange and maintain Job Register as his own cost for recording of jobs done by the workers regularly.

8. General Conditions:

- 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.
- 2) The contractor will employ only the Indian citizen, adult, trained, experienced, efficient, and responsible staff with good health and sound mind for the work.
- 3) The Contractor should provide I-cards to its staff. Any change of staff, the Engineer-in-Charge should be informed in advance.

4) The Contractor is only permitted to enter the Centre premises as long the contract remains valid. After termination or conclusion of the contract, contractor will not be allowed to enter in premises of the Centre.

5) Number of workers may be increased or decreased during contract period. Number of workers depends on requirement of the Centre. Present requirement of total number of workers for providing this service is as mentioned below:

Sl. No.	Particulars	Type of Worker	Nos. of the worker
1	Plumber	Skilled	02
2.	Plumber Helper	Unskilled	02

6) 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 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 Labour commissioner, Govt. of west Bengal.

7) 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) 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, 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.

9) The Contractor shall pay wages the workmen within 10th day of every month by way of transfer the amount to the savings bank account of the workmen through NEFT. The Contractor shall also ensure that no amount by way of commission or otherwise is deducted from the wages of the workmen.

10) 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 award.

11) 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 for employment of labour in the Centre.

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

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

14) 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.

9. Termination of the Contract:

The Centre reserves the exclusive right to suspend or cancel or terminate the Contract at any time by giving one month notice if it has sufficient reasons to believe that the contractor has failed to perform or fulfill any obligations of terms & Conditions and liable and responsible for any loss and damage of the property of the Centre. The contractor may terminate the contract by giving one month notice.

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 actual 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 :

Payment of monthly bill will be made on the basis of actual mandays worked at site per calendar month as per Attendance Register and against submitted bill by the contractor along with supporting documents i.e a) 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, e) Electronic challan cum return (ECR) of PF & ESI, f) challan for Service Tax deposited. All documents should be signed with seal by the authorized person of the agency.

13. Period of Contract:

Period of contract will be for one year initially. The contract may be renewed/extended after completion of one year subject to satisfactory performance of the contractor and approval of the Competent Authority of the Centre.

14. Taxes, Duties and Levies:

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

15. Contractor's Subordinate staffs and their Conduct:

A) If and whenever any of the Contractor's employee shall in opinion of the Engineer-in-Charge, 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 Engineer-in-Charge, 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 Engineer-in-Charge, 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 behavior of all the staff, employed directly or indirectly by him.

C) Contractor's personnel entering upon the Centre premises shall be properly identified by a type acceptable to the Centre as an "ID Card" issued by the contractor which must be possessed 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.

16. 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. The Contractor shall indemnify and keep indemnified the Centre against all such damage and compensation whatsoever in respect or in relation thereto.

17. Damage of Property:

The Contractor shall be responsible for making good to the satisfaction of the Engineer in Charge any loss or any damage to all structures and properties within the Centre 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 Engineer-in-Charge.

18. Arbitration:

All disputes or differences of any kind whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or concerning the works or the execution of maintenance thereof of this contract or the construction remaining operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or branch of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a sole Arbitrator.

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 of 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 rules make hereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

19. 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.

20. General Rules:

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

21. 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:

Name of Work: Proving of Experienced Skilled and Unskilled Plumbers.

Tender Ref.: SNB/ENG/NIT/15-16/15/039

Date: 12.02.16

Annexure-1

SCH-1 SCHEDULE OF MINIMUM WAGES PER PERSON PER DAY

Sl. No.	Description	Plumber (Skilled)	Plumber Helper (Unskilled)
A	Minimum Wage per day (minimum monthly wage/26 days)		
B	Employees State Insurance (ESI) [4.75%]		
C	Employees Provident Fund (EPF) [13.36%]		
D	Bonus [8.33%]		
E	Total Cost Per Head per day		

Note: This schedule is as per latest notification (Notification Number-1252/Stat/2RW/32/94/LCS/JLC dt. 02.07.15) issued by the **Office of the Labour Commissioner, Government of West Bengal**, regarding Minimum Wages. Relevant circular is to be attached.

SCH-2 SCHEDULE OF RATES PER DAY BASIS

Sl. No.	Particulars of Cadres	No. of man required per day (C1)	Rate per day as per schedule SCH-1 in Rs. (C2)	Total Cost per day in Rs. C1 x C2
1.	Plumber (Skilled)	02		
2.	Plumber Helper (Unskilled)	02		
3.	Subtotal, (1+2)			

Signature of the Tenderer with date and seal

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SCH-3 SCHEDULE OF RATES PER MONTH BASIS

Sl. No.	Particulars of Cadres	Rate per day in Rs.	Considering maximum 27 mandays per month service	Total Cost per Month in Rs.
1.	Plumber (Skilled)		27	
2.	Plumber Helper (Unskilled)		27	
3.	Subtotal, (1+2)			
4.	SERVICE CHARGE (in percent) on 3			
5.	TOTAL, (3+4)			

Service Tax to be paid if applicable

Signature of the Tenderer with date and seal