

# **MAULANA ABUL KALAM AZAD INSTITUTE OF ASIAN STUDIES**

(An Autonomous Body under Ministry of Culture, Govt. Of India)

IB Block, Plot No.166, Sector-III,  
Salt Lake, Kolkata-700016

Notice No. TENDER/MAKAIAS/OUTSOURCING /1/2019-20

Date: 8.05.2019

## **NOTICE INVITING TENDER**

Tenders are invited from reputed agencies/establishments for contract for deployment of the following categories of manpower in the office of MA KAIAS at Azad Bhavan, Salt Lake & Maulana Azad Museum, Ballygunge.

1. Skilled and
2. Semiskilled

In the above two categories estimated manpower requirement is 15 nos. The number may vary as per requirement.

1. **The agencies should submit their rates of lump sum service charge only** as the remuneration are to be paid at the minimum rate fixed by the Govt. of India for all categories.
2. The wages to the employees shall be paid as per the minimum wages as fixed by the Govt. of India and shall be revised as and when the same are revised by the Govt. of India.
3. The agencies may also submit details of the statutory contributions payable by the employer like EPF, ESI, bonus, service tax etc. in their offer.
4. **Offers are to be submitted in sealed cover super scribed "Tender Notice No. TENDER/MAKAIAS /OUTSOURCING/1/2019-20" and will be received up to 12.00 Noon on 06.06.19 along with earnest money of Rs.25000 .00 (Rupees twenty five thousand) only in the form of demand draft drawn in favour of "Maulana Abul Kalam Azad Institute of Asian Studies" payable at Kolkata. The tenders will be opened on 6.06.19 at 4.30 P.M at MAKAIAS, IB-166, Sector- III, Salt Lake, Kolkata- 700 106.**

5. The term "MAKAIAS" wherever mentioned in this tender shall mean the authorities of Maulana Abul Kalam Azad Institute of Asian Studies. The term "Agency" wherever mentioned in this tender shall mean the Agency selected for award of the contract.
6. MAKAIAS does not bind itself to accept the lowest tender and reserves the right to reject or partially accept any or all of the quotations received, without assigning any reason.
7. Offers, which do not fulfil all or any of these conditions or are incomplete in any respect, are liable to summary rejection without assigning any reason.
8. Offers incorporating additional conditions are liable to be rejected.
9. Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the Agency who resort to such canvassing will be liable to rejection on this ground alone.
10. **Service charges in percentage should be quoted** for the contract on monthly basis, and as a token of acceptance of all terms and conditions mentioned in this tender the Agency shall submit this offer after signing all the pages and quoting the rates.
11. While submitting the offer the Agency must note that there will be no revision in the Agency charges comprising their own administrative expenses and profit on any ground whatsoever during the entire tenure of the contract as mentioned in clause 22 here in below. However, in case of revision of minimum wages or introduction of any other statutory charges by the Government of India, the same shall be reimbursed to the extent of the liabilities arising on that account only.

### **RESPONSIBILITIES OF THE AGENCY**

12. The Agency shall ensure that all the wages and allied benefits like E.P.F. ESIC, as prescribed by the Government, from time to time, to be paid to their staff deployed for the purpose of this contract. The Agency shall remain liable to the authorities concerned for compliance of respective existing rules and regulations of the Government of India for this purpose and shall also remain liable for any contravention thereof. The Agency shall have to abide by the minimum wages legislations and must pay minimum wages as per law to their staff deployed at any time by them in the campus of MA KAIAS for the purpose of this contract.



13. The Agency shall submit proof of having deposited the amount of contribution claimed by them on account of ESI & EPF in respect of the personnel deployed at MAKAIAS in their respective names each month while submitting their bills for the subsequent month. In case the Agency fails to do so, their bills will be withheld till submission of required documents.
14. The Agency shall pay wages to the personnel deployed by the 7<sup>th</sup> of every month in the presence of an authorized officer of MA KAIAS who shall record a certificate to that effect in the acquaintance roll, a copy of which has to be submitted by the agency along with their bill for the relevant month.
15. The Agency shall obtain necessary license etc., as required under the Contract Labour (Regulation & Abolition) Act, 1970 or any other Act as may be applicable.
16. The successful agency shall remit a security deposit of not less than one tenth of annual tender value in the form of demand draft drawn in favour of "Maulana Abul Kalam Azad Institute of Asian Studies" to cover risk or any loss to MAKAIAS due to fraud, theft, pilferage etc the responsibilities for which are attributable, directly or otherwise to the negligence, failure or inefficiency on the part of the agency or their employees, or any breach of contract of whatsoever nature or form on the part of the agency. The EMD may be adjusted with Security Deposit. In the event of any such occurrence and/or breach of contract, the amount of compensation, as assessed by MAKAIAS shall be recovered either from the bill for monthly service charges due to the agency or from their security deposit.
17. The Agency shall be responsible for observance and compliance of different Industrial laws as in force and they shall ensure that no demonstration/agitation of any kind takes place inside or near the premises of MAKAIAS by persons engaged by the agency.
18. The agency shall replace forthwith any employee deployed under the contract, if in the opinion of MAKAIAS their conduct and/or the services are found unsatisfactory.
19. The employees deployed by the agency should be free from any kind of contagious or infectious diseases.

### **PAYMENT**

20. The payment will be made by A/c payee cheque within 15 days from the date of submission of the proper and pre-receipted bill, duly certified by the authorized representative of MAKAIAS.
21. Income taxes will be deducted at the prescribed rate from the monthly bill of the agency and the same would be deposited with the Income Tax Authority by MAKAIAS.

### **TENURE AND VALIDITY**

22. The contract shall be valid for a period of one year from the date of agreement or commencement of work, whichever is later. However, if the agency's services are found satisfactory, the contract may be extended on year to year basis for a maximum period of three years on mutual consent on same terms & conditions. MAKAIAS however, reserves the right to terminate the contract by giving 15 days notice and without assigning any reason.
23. For reasons other than mentioned in the clause above, the contract can be terminated by either party by providing clear three months notice in writing.

### **TENDER FORM**

Tender forms will be available from the office during office hour on all working days at a cost of Rs. 500/-

### **ARBITRATION**

25. In case of any dispute arising out of this contract between MAKAIAS and the Agency, the matter shall be referred to the sole arbitration of a person to be appointed by the Director, MAKAIAS on receipt of an official request with details of the dispute, from either party in the contract. The award of the arbitrator so appointed shall be final conclusive and binding on all parties to the contract. The submission shall be deemed to be submission to arbitration under the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof and of the rules made there under for the time being in force

  
M. Sasikumar

Director

(To be filled and sent in sealed envelope no. (1))  
**FORMAT OF QUOTAION FOR TECHNICAL BID**

To be filled in properly, legibly and submit in a separate sealed envelope marked as "Technical bid for providing manpower (skilled & Semi-skilled) in MAKAIAS and its Museum located at Kolkata", along with necessary document in confirmation of the details given below:

1. (a) Name and address of the Registered Firm \_\_\_\_\_  
 (b) Registration Certificate under Companies Act/Societies Act/ Partnership Act etc. (Enclose copy) \_\_\_\_\_  
 (c) Labour License / Registration under the Contract Labour (Regulation and Abolition) Act 1970 (Enclose copy) \_\_\_\_\_
2. Complete address of the Firm \_\_\_\_\_  
 Its main office & branch office with Land Line \_\_\_\_\_  
 Tel./Mobile No., Fax & E-mail. \_\_\_\_\_
3. Please specify whether the firm is sole proprietor or Partnership firm name and address and telephone numbers Of Director/Partner should be specify \_\_\_\_\_
4. Contact Person(s) with Mobile/Land Line No. \_\_\_\_\_
5. Provident Fund Account No. \_\_\_\_\_
6. ESIC Registration no. \_\_\_\_\_  
 (Enclose Copy) \_\_\_\_\_
7. PAN No. TAN No. / TIN No. etc \_\_\_\_\_  
 (Enclose Copy) \_\_\_\_\_
8. Audited Balance Sheet for the last three years \_\_\_\_\_  
 (Enclose Copy) \_\_\_\_\_
9. Service Tax Registration No. \_\_\_\_\_  
 (Enclosed Copy) \_\_\_\_\_
10. Details of EMD furnished:
  - a) Amount Rs. \_\_\_\_\_  
 Rupees in words \_\_\_\_\_
  - b) Bank Draft No. \_\_\_\_\_
  - c) Date of Issue \_\_\_\_\_
  - d) Name of the Bank \_\_\_\_\_

**Signature and Seal of the Tender**



11. Experience Certificate of running services Issued from  
Govt. / Autonomous Body (last 3 years) (Enclosed Copy) \_\_\_\_\_

12. Minimum turnover of Rs. \_\_\_\_\_ for the last  
three Years (Enclose Documents) \_\_\_\_\_

### **DECLARATION**

I/We hereby certify that the information furnished above are true, complete and correct to the best of my/our knowledge. I understand that in case any deviation is found in the above statement at any stage, my/our Firm is liable to be blacklisted and will not have any right of dealing with the MAKAIAS for three years. Moreover, the MAKAIAS reserves the right to take any suitable action in accordance with the Tender including forfeiture of Performance Security/EMD, as the case may be.

**Signature of authorized signatory with date & seal**

Date:

Place:

**Signature and Seal of the Tenderer**

**Annexure-II**

(To be filled and sent in sealed envelope no. 2)

**FINANCIAL BID**

**To be filled in properly, legibly and submit in a separate sealed envelope marked as "Financial Bid for providing manpower in MAKAIAS" and its Museum located in Kolkata, each page must be signed with SEAL of the Tenderer**

**FORMAT OF QUOTATION FOR FINANCIAL BID FOR OUTSOURCING OF MANPOWER TO MAKAIAS Museum located in Kolkata**

Name & Address of the Registered Firm : \_\_\_\_\_

Name & Designation of Authorized Signatory : \_\_\_\_\_

Land Line Telephone Nos. of the Office/Fax No. : \_\_\_\_\_

Mobile No./E-mail : \_\_\_\_\_

I/We have inspected the site and surrounding of the work as per the details given in Tender Document and assessed the scope of works thoroughly and have also gone through the Tender Document and understood the terms and conditions stipulated there in before quoting the rates hereunder:

I/We shall charge the Service Charges \_\_\_\_\_ % (in figures) \_\_\_\_\_  
percentage (in words) on the monthly reimbursement bill as per Para 2.13 of the Tender Document.

**Signature and Seal of the Tenderer**

Other forms and formats for submission

(To be duly filled in and sent in sealed envelope no. (1) – Technical Bid)

MONEY DEPOSIT AND TENDER FEE DETAILS

Name of the Company : \_\_\_\_\_

i) Total EMD Amount : \_\_\_\_\_ (in words)  
 (Rupees : \_\_\_\_\_ (in figures)

ii) Tender Fee : \_\_\_\_\_  
 (Rupees : \_\_\_\_\_ (in figures)

Details of each Demand Draft :

S. No.	Account	EMD	Amount	Name of the Bank	DD No.	Date
1						
2						

Date:

Signature and Seal of the Tenderer



(Affidavit duly executed before the Notary Public on a Stamp paper of Rs. 50/-)

**AFFIDAVIT**

(Before Public Notary, \_\_\_\_\_)

I, \_\_\_\_\_ (Name of the Deponent), S/o \_\_\_\_\_, Aged

About \_\_\_\_\_ years, Resident of : \_\_\_\_\_

do hereby solemnly state and affirm as under:

1. That, I am working as \_\_\_\_\_ (Designation of the Deponent) with M/s \_\_\_\_\_ (Name & Address of the Firm/Company) since \_\_\_\_\_ years;
2. That I am the Authorized Signatory / have been duly authorized to execute this affidavit on behalf of the above named Firm / Company and as such component to swear this affidavit. The duly certified copy of the Authorization Letter / Board Resolution to this effect is enclosed an Annexure with this Affidavit.
3. That, being the Authorized Signatory I am conversant with the technical details and the overall functioning of the Firm / Company applying for the present tender.
4. That, it is submitted that the Firm / Company shall maintain utmost secrecy and take utmost care not to leak / divulge any information of the MAKAIAS.
5. That, in case any such incident is noticed, penalty as imposed by the Director of the MAKAIAS shall be payable by us.
6. That, I take oath and solemnly declare / affirm that the particulars furnished in the present "Tender Form" are correct and that nothing has been concealed for misrepresented therein. That, it is submitted that all the Statements / Submission / Declarations / Information, etc. furnished in this "Tendering Form" are true statement.
7. That, I declare that there are no legal / criminal proceedings pending / contemplated against our firm or any staff members of our firm. It is further submitted that the integrity of the Firm / Company or any of its staff members is not under suspicion / inquiry / investigation (as the case may be) before any agency like Police, Crime Branch, Central Bureau of Investigation, Vigilance Cell, Central Vigilance Commission, etc. and other such agencies empowered to do so under the extant laws.
8. That, I declare that the Firm / Company here-in-above mentioned has not been black-listed by any Organizations/Company.

**Signature and Seal of the Tenderer**

9. That, I provide hereunder the following details of penalty imposed\*, etc. on the Firm / Company by any Organization / company by way of monetary penalty or any other mode:

Sl. No.	Details of Organization / Company, etc.	Details of penalty imposed, etc.
1		
2		

(\*) Strike off whichever not applicable.

10. That, I do hereby swear that my statements under Para"s (1) to (9) are true and correct and that it conceals nothing and that no part of this is false. In case the contents of affidavit are found to be incorrect or false, I shall be liable for action under the relevant provision of the Indian Penal Code and other relevant laws.

**DEPONENT**

**Place:**

**Signature and Seal of the Tenderer**

## **BANK GUARANTEE PERFORMA**

ANNEXURE-V

1. In consideration for the Director, MAK/IAS (hereinafter called the MAKAIAS) having agreed to exempt \_\_\_\_\_ (hereinafter called "the said contractor(s)" firm the demand, under the terms and conditions of an Agreement dated made between \_\_\_\_\_ and \_\_\_\_\_ of **EMD/Performance** Security for the due fulfillment of the said contractor(s) of the term and conditions contained in the said Agreement, on production of Bank Guarantee for **Rs. \_\_\_\_\_** (Rupees \_\_\_\_\_) (indicated the name of the bank) at the request of \_\_\_\_\_ contractor(s) do hereby undertake to pay to the MAKAIAS an amount not exceeding Rs. \_\_\_\_\_. Against any loss or damage caused to or suffered would be caused to or suffered by the MAKAIAS by reason of any breach of the said Contractor(s) of any of the terms or conditions contained in the said agreement.
2. We \_\_\_\_\_ do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the MAKAIAS stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the MAKAIAS by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
3. We undertake to pay the MAKAIAS any money or demand not withstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal relating thereto liability under this present being absolute and unequivocal.

The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said **Agreement/ validity of the offer** and that it shall continue to be enforceable till all the dues of the MAKAIAS under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till \_\_\_\_\_ that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the \_\_\_\_\_ Guarantee thereafter.

**Signature and Seal of the Tenderer**



5. We \_\_\_\_\_ further agree with the MAKAIAS that the MAKAIAS shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the MAKAIAS against the said contractor(s) and the forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act or omission of the part of the MAKAIAS or any indulgence by the MAKAIAS to the said contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rs. \_\_\_\_\_ and shall remain in force until \_\_\_\_\_. Unless claim or suit under this guarantee is filed with us on before \_\_\_\_\_ ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and Bank shall be relieved and discharged from all liabilities therein.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
8. We \_\_\_\_\_ lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the MAKAIAS in writing.

Dated the \_\_\_\_\_ date of \_\_\_\_\_

For \_\_\_\_\_  
(Indicate the name of Bank)

Signature \_\_\_\_\_

Name of the Officer \_\_\_\_\_  
(in block capitals)

Designation of \_\_\_\_\_

Code no. \_\_\_\_\_

Name of the Bank & Branch \_\_\_\_\_

[To be counter signed by the branch/ bank of the indenter]

**Signature and Seal of the Tenderer**