

**GOVERNMENT OF INDIA**  
**NATIONAL LIBRARY, KOLKATA**

National Library, Kolkata invites sealed quotations from registered companies / firms / agencies, in two separately sealed bids, one technical and the second financial, for supply of daily wage skilled, semi-skilled and unskilled manpower comprising of **data entry operators, binders-cum-menders, supporting staff – semi-professionals jobs, supporting staff – miscellaneous jobs, workers-cum-labourers** and for other miscellaneous jobs necessary for facilitating day to day functioning of the Library.

Tender No.NL/ADM/Estt/2016-17/71

Date: 14/12/2016

1. Subject: National Library, Kolkata invites sealed quotations from registered companies / firms / agencies, in two separate sealed bids, one technical and the second financial, for supply of daily wage skilled, semi-skilled and unskilled manpower comprising of **data entry operators, binders-cum-menders, supporting staff – professionals jobs, supporting staff – miscellaneous jobs, workers-cum-labourers** and for other miscellaneous jobs necessary for facilitating day to day functioning of the Library.

2. Tender Document can be downloaded from the website  
(<http://www.nationallibrary.gov.in/> and <http://eprocure.gov.in/epublish/app>)

3. Details of Bid:

- |  |   |   |
|--|---|---|
| a) Bid reference                               | : | NL/ADM/Estt/2016-17/71  |
| b) Last date & time of receipt of bid          | : | 09.01.2017 at 2.00 pm   |
| c) Date and time for opening of technical bid  | : | 09.01.2017 at 3.00 pm   |
| d) Date and time for Opening of commercial Bid | : | The date of opening of the commercial bids of the technically successful bidders will be intimated in due course.   |
| e) Place of receiving the bid                  | : | Quotation Box, Office of the L.I.O-I,<br>2 <sup>nd</sup> Floor, Bhasha Bhawan,<br>National Library, Belvedere,<br>Alipore, Kolkata-700027                       |
| f) Address for communication                   | : | Director General<br>National Library<br>Belvedere, Alipore<br>Kolkata 700027<br>Email: <a href="mailto:nldirector@rediffmail.com">nldirector@rediffmail.com</a> |

- g) Queries to be sent on technical bid : Head of Office  
2<sup>nd</sup> Floor, Annexe Building,  
National Library, Belvedere,  
Alipore, Kolkata 700027  
Ph.033-24791381 - 84
- h) Last date of receipt of queries : 06.01.2017 by 2.00 pm

#### 4. Scope of Work

The National Library is a premier institution of national importance having huge number of documents (books, periodicals, newspapers, maps, manuscripts, etc.). It is a repository of all printed materials of the country. Beside books, it is well equipped with modern technologies with huge number of hardware and peripherals. The buildings are located within a 30 acres premise.

The work includes:

**Data Entry Operator:-** Data entry in Workforms/ Works-sheets of VIRTUA Library Management Application; Various typing and other data entry related jobs specific to the division in which they will be deployed and also be required to perform various desk jobs to be assigned from time to time as and when required.

**Binders-cum-Menders:-** Binding, Mending and Stitching of books & journals ; Complete and aesthetic finishing of routine lamination job, undertaking mending of minor repairs, framing, mounting and restoration of documents as and where needed; pagination, separation of individual sheets of documents and their proper arrangement; preparing the restoration materials needed for lamination work.

**Supporting Staff – Professionals jobs:-** assistance to regular staff at various user interfaces in the reading rooms; providing assistance in supply and restoration of books from the stacks; maintenance and upkeep of stack areas; assisting in arrangement and organisation of books in stacks etc. and many other miscellaneous job of such or similar nature assigned from time to time

**Supporting Staff – miscellaneous jobs:-** Assist in the movement / distribution of files, documents and books etc. and many other miscellaneous jobs of such or similar nature to be assigned from time to time. They may be utilised for Professional works too.

**Workers-cum-labourers:-** dusting books and damp wipe dusting of book shelves and office furniture; shifting books in trolleys; maintenance of general cleanliness of section's /Officer's rooms where posted; loading/unloading of stationary, furniture etc. and keeping them in store / rooms, as required; other labour intensive jobs etc. and many other miscellaneous job of such or similar nature assigned from time to time.

**Requirement of the National Library:** The following is the list of manpower required in the Library for above mentioned works:

Sl. No.	Name of the Post	No. of Personnel's required	Eligibility
1.	Data Entry Operators (DEO) - (Skilled)	10 nos.	<ul style="list-style-type: none"> <li>i. Graduate in any discipline from a recognized college.</li> <li>ii. Proficiency in typing.</li> <li>iii. Well versed in English with local language (Bengali)</li> <li>iv. Foundation level certificate course in computer applications</li> <li>iv. Good knowledge of computer - MS Office, (Word, Excel and Power Point) or Open Office functions.</li> <li>v. Minimum two year experience in a reputed organization</li> </ul>
2.	Binders-cum-menders (Skilled)	10 nos.	<ul style="list-style-type: none"> <li>i. The Binders should possess the minimum qualification of Higher Secondary (10+2) or equivalent</li> <li>ii. Foundation level 'book binding &amp; mending certificate'</li> <li>iii. Minimum two year experience of book binding in a reputed organization</li> </ul>
3.	Supporting staff – professionals jobs (Semi-skilled)	15 nos.	Should possess the minimum qualification of Higher Secondary (10+2) or equivalent and should preferably possess two years working experience in any library on casual / temporary / daily wage basis.
4.	Supporting staff – miscellaneous jobs (Semi-skilled)	10 nos.	Matriculation or equivalent and should preferably possess two years working experience on casual / temporary / daily wage basis.
5.	Workers-cum-labourers (Unskilled)	15 nos	Preferably Class VIII pass and should preferably possess two years working experience in any Government of India / Govt. undertaking of India / State Government / autonomous organisation in India on casual / temporary / daily wage basis.

## 5. Bidding Procedure

- a) Bids are invited in two Bid systems, (1) Technical and (2) Commercial, which shall be sealed separately and enclosed in a single sealed envelope
- b) Sealed Bids shall be received not later than **2 pm** on **09.01.2017**. No Bids will be accepted after this date & time under any circumstances. This office will not be responsible for any postal/courier delay and also for reasons beyond the control of this office.

- c) Technical Bids must contain the EMD for Rs.3,00,000/- (Rupees three lakh only) in the form of banker's cheque / pay order issued by any commercial Bank in favour of **Director General, National Library, Kolkata** payable at **Kolkata** along with complete technical details in terms of this tender and all credentials regarding performance during the last five years.
- d) Technical Bids of all tenders will be opened on **09.01.2017**, Technical Bids without EMD and Bid Cost will be summarily rejected.
- e) The date of opening of the commercial bids of the technically successful bidders will be intimated in due course.
- f) **All the credentials/documents should be numbered in numeric and they must be with signed following the company/firm seal.**
- g) All bids must be delivered in Quotation Box at the **Office of the L.I.O-I, 2<sup>nd</sup> Floor, Bhasha Bhawan, National Library, Belvedere, Alipore, Kolkata 700 027.**
- h) Any bid received after the submission deadline prescribed by the National Library, shall be rejected and returned unopened to the bidder.
- i) The bidders may be asked to produce original documents for verification as and when required by National Library.
- j) All relevant rules and regulation of Government of India will be final applicable & binding on all bidders.
- k) The National Library retains the right to reject any or all bids at any stage and the decision in this regard shall be final.
- l) The rate quoted should be valid up to **31.03.2017**.

#### **6. Other Important Information to the Bidder**

- a) The age of the personnel deployed by the Bidder should be between 18-45 years.
- b) The personnel to be deployed must be paid wages by the bidder mandatorily through ECS only. No cash payment to the personnel should be made under any circumstances.
- c) The Bidder will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it as per the prescribed Govt. of India rules and acts. Otherwise the bids are liable to be rejected outright.
- d) The contract will be for **one year**. However in the event, the services rendered by the successful bidder found unsatisfactory, the contract is liable to be terminated by giving a month's notice therefore.

#### **7. Eligibility/Pre-Qualification Criteria:**

- a) The Bid Document for the above mentioned job containing all necessary details of terms of reference and other specifications can be downloaded from [www.nationallibrary.gov.in](http://www.nationallibrary.gov.in) between **19.12.2016 and 09.01.2017**. A demand draft

for Rs.1000/- (Rupees one thousand only) drawn in favour of the “Director General, National Library, Kolkata” must be submitted along with the technical bid towards bidding fee.

- b) Only those firms who have experience in similar field of not less than **5 (five)** years may submit their bids addressed to the Director General, National Library, Kolkata 700027 with **Rs.3,00,000/- (Rupees three lakh only)** as Earnest Money Deposit to be deposited in the form of banker’s cheque / pay order in favour of the Director General, National Library, Kolkata” payable at Kolkata.
- c) The bid document must be submitted in the Quotation Box, Office of the L.I.O-I, 2<sup>nd</sup> Floor, Bhasha Bhawan, National Library, Belvedere, Alipore, Kolkata 700 027 between 10.00 am to 5.00 pm in all working days latest by 2 pm on **09.01.2017**.
- d) Bidder must have experience of executing one single order in supply of at least **60 nos. or above** personnel rendering the above mentioned or similar nature of services.
- e) The bidder must have minimum average turnover of at least **Rs.5 crores** during the last three years, **i.e. 1.4.2013 to 31.3.2016** in the abovementioned job. A separate sheet should be attached duly attested by any Chartered Accountant / Competent Authority.
- f) The bidder should have experience in serving an organization of repute among which one must be under Government of India / Govt. undertaking of India / State Government / autonomous organisation in India during the last three years.
- g) Service charges will be the primary criterion for evaluation of financial bid.
- a) The bidder must produce the following certificates duly signed by the respective competent authorities / **Class-I Judicial Magistrate** stating that the “**company/firm is not a defaulter of payment of statutory dues during the last three years as on today**”
  - EPF
  - ESIC
  - Service Taxes
- h) The bidder must enclose a P. Tax Enrolment and Registration Certificate.
- i) The bidder must be a profit making company with sound financial standing (Attested copies of balance sheet duly certified by the Chartered Accountant / Competent Authority to be submitted).
- j) The bidder must have a local office/service centre in Kolkata
- k) The Bidder should have adequate financial resources to undertake the contract. The Bidder should have sufficient reserves as per the audited financial statement. In case, the Bidder wishes to use internal sources for funds, a declaration on bidder’s letterhead for the same shall be furnished along with sufficient proofs.
- l) The bid may be rejected for not meeting any one criteria mentioned above.

#### **8. Period of validity of bid**

The bid shall remain valid for 90 days after the date of bid opening. If any bidder withdraws his tender before the said period, the National Library shall -without prejudice to any other right or remedy, be at liberty to forfeit the Bid Security absolutely.

## 9. Information to the Prospective Bidders

### a) Cost of bidding

The prospective bidder may submit their bids addressed to **Director General, National Library, Belvedere, Alipore, Kolkata 700027** as per Annexure A with Rs.3,00,000/- (Rupees three lakh only) as Earnest Money to be deposited in the form of banker's cheque / Pay Order in favour of Director General, National Library, Kolkata

### b) Liability of the bidder

Bidders are advised to study the bid document carefully. Bids not complying with all the clauses in the tender document are liable to be rejected. Failure to furnish all the information required by the tender document in every respect will be at the Bidder's risk and may result in the rejection of the bid.

### c) Amendments to the Bidding Document

At any time prior to the deadline of the submission of bids, the National Library may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective bidder, amend the bidding document. Copies of such amendments shall be sent to all prospective bidders who have collected the bidding document within the prescribed time limit. In case of any amendments to be taken into account the National Library, may, at its own discretion, extend the last date for submission of bids.

### d) Documents comprising the Bid

The Bids prepared by the Bidder shall comprise the following components, in the following lines:

- i. Information on the legal status of the firm/institution
- ii. Work of similar nature performed in the past
- iii. Copies of the balance sheet, Audited Accounts for the last financial year.

#### **The Technical Bid comprises of the following:**

- i. Bid letter (Annexure A)
- ii. Bid particulars (Annexure B)
- iii. Bidder's experience (Annexure C)
- iv. Statement of deviation(s) (Annexure D)
- v. Documentary proof for fulfilment of pre-qualification conditions (Annexure E)
- vi. Details of earnest money deposit (Annexure F)

#### **Financial Bid comprising the following:**

- i Bid letter (Annexure G)
- ii Statement of Commercial Deviation (Annexure H)
- iii Details of the Cost of Services offered (Annexure I)

Financial Bid in the specified proforma (as per Annexure G, H and I) should be submitted in a sealed envelope clearly marked "FINANCIAL PROPOSAL". The price quoted by the bidder should allow for all costs including labour, materials, and all duties and taxes what so ever payable for accomplishing the task.

The price and rates quoted by the bidder shall be fixed and firm for the duration of the Contract and shall not be subject to any escalation/ adjustment on any account.

**9. Clarification of Bids:**

To assist the examination, evaluation and comparison of bids the Library with the help of consultant may at its discretion, ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

\* \* \*

**GENERAL TERMS AND CONDITIONS**

**1. Proprietary Information/Public Disclosure**

- 1.1 Materials submitted in response to this competitive procurement shall become the property of the National Library, Kolkata.
- 1.2 All bids received shall remain confidential until the contract, if any; resulting from this tender is awarded, i.e. signed and approved by all parties. Thereafter, the bids shall be deemed public records.
- 1.3 In the event a Bidder desires to claim portions of their bid as exempt from public disclosure, the Bidder must identify those portions in the bid cover letter. Each page of the bid claimed to be exempt must be clearly identified as "CONFIDENTIAL". National Library, Kolkata has the authority to decide whether any or all of the claimed exemptions are appropriate. The entire bid cannot be marked as proprietary.

**2. Validity of Bid submitted**

- 2.1 The bid shall remain valid for a period up to 31.03.2017. All prices quoted must be firm and valid for this period.
- 2.2 All prices quoted shall not be affected by any escalation in prices of labour or materials, services, machinery, equipment, etc. or in rupee exchange rate during the price validity period what so ever. However, direct duties, levies, or taxes in respect of finished products will be at the rate prevalent at the time of delivery.

**3. Taxes and Duties**

- 3.1 The Bidder shall also be liable for depositing all taxes, levies, cess, etc. on account of service rendered by it the concerned tax collection authorities from time to time as per extant rules and regulations on the matter. In case, the Bidder fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof is put to

any loss/obligation, monetary or otherwise, the National Library will deduct the same from the monthly bills and/or the Performance Security Deposit of the Bidder, to the extent of the loss or obligation in monetary terms.

- 3.2 The Tax Deduction at Source (T.D.S.) shall be made as per the provisions of Income Tax Department, as amended from time to time.
- 3.3 For the purpose of the contract, it is agreed that the Contract Price specified in Price Schedule, is based on the taxes, duties and charges prevailing one (1) day prior to the last date of bid submission date. If any rates of tax are increased or decreased or a new tax is introduced or an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of contract, which was or will be accessed on the Bidder in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from as the case may be.

#### **4. Income Tax & Sales Tax Certificates**

Attested copies of the following documents must be submitted along with the Tender.

- 4.1 Latest Income Tax Clearance Certificate (the original of which may have to be produced by the successful bidder before the issue of the firm work order)
- 4.2 Valid Trade License Certificate

#### **5. Earnest Money Deposit (EMD)**

- 5.1 Earnest money deposit in the form and manner specified in Annexure H is to be accompanied along with the Bid Document.
- 5.2 Tender not accompanied with prescribed Earnest Money Deposit will be rejected.
- 5.3 The Earnest Money deposited at the time of tender and can be returned on receipt of Contract Performance Guarantee.
- 5.4 The EMD of the unsuccessful Bidder shall be refunded after final acceptance of the tender and within reasonable time not exceeding six months from the date of opening of the tender. The EMD will carry no interest.
- 5.5 In case of the successful bidder, the EMD shall be refunded on receipt of Contract Performance Guarantee (CPG).
- 5.6 The EMD will be forfeited if a Bidder withdraws the offer before finalization of the tender or if the Bidder fails to sign the prescribed agreement within the specified period.

#### **6. Tender opening date and venue**

Tenders (Technical Bid part only) will be opened on **09.01.2017** at **3.00 pm** in presence of the bidders or their authorized representatives at the National Library, Kolkata. The



tender responses will be scrutinized on the same day in presence of all the bidders. The scrutiny will cover the mandatory compliance of eligibility criteria as mentioned in the bid. All such tenders, which are found complete and conform to the mandatory compliance criteria, shall be declared as valid bids. The valid bids will thereafter, be evaluated by the Committee of the National Library, Kolkata.

## **7. Discrepancies in Bid**

In case of discrepancies in bids, the following will be adopted to correct the arithmetical errors for the purpose of evaluation.

- 7.1 In case of discrepancy between the original and copies of bid, the original bid will be considered correct.
- 7.2 In case of discrepancy between figures and words, the words will be considered correct.
- 7.3 In case of discrepancy between unit price and total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.

## **8. Tender Acceptance & Rejection**

- 8.1 Bidder must provide a response to all sections and requirements of this tender to be considered complete. Bidder's failure to comply with any part of the tender may result in the Bidder's bid being disqualified for being non-responsive.
- 8.2 National Library, Kolkata reserves the right to reject any tender without assigning any reason whatsoever.
- 8.3 All components in tender must qualify in technical specification. If any component fails to qualify in technical evaluation this will lead to rejection of the technical bid.

## **9. Authorized Representatives**

Any action required or permitted to be taken, and any documents required or permitted to be executed, under this contract by National Library, Kolkata or the Bidder may be taken or executed by the officials authorized for the purpose.

## **10. Bid Evaluation Process**

### **10.1 Bid Security**

Only Bidders who have submitted the valid bid security as per the format shall be considered for further evaluation subsequently, a single step two-envelope bidding procedure will be used for the evaluation. Under this process, the technical bid will be opened and evaluated prior to opening and evaluating the financial bid.

## 10.2 Preliminary examination of Bids

- (i) The National Library, Kolkata will examine both the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- (ii) Prior to the detailed evaluation, the Tendering Authority will determine the substantial responsiveness of each bid to the Bidding Documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security and taxes & duties will be deemed to be a material deviation. The Tendering Authority's determination of the responsiveness of a Bid will be based on the contents of the bid itself without recourse to extrinsic evidence.
- (iv) If a bid is not substantially responsive, it will be rejected by the National Library, Kolkata and may not subsequently be made responsive by the Bidder by correction of the non-conformity or through clarifications.

At the end of this stage, the committee will be agreed on:

- Those bids which should not be considered for further evaluation
- Any clarification that should be requested from qualified bidders

## 10.3 Examination of short listed Technical Bids

Technical Evaluation Criteria and Point System for the evaluation of technical bids

S. No.	Criteria	Max. Marks (Weightage)	Method of allotting marks for combined score	Marks Obtained by Bidder
1.	Annual Turnover for last three years in the similar nature of work	20	1 to 5 cr = 10 6 to 15 cr = 15 15 cr above = 20	
2.	Details of similar projects for last three years	20	2 Projects = 14 3 to 4 Projects = 17 Above 4 " = 20	
3.	Execution of single work order in supply of at least <b>60 nos. or above</b> during the last three years	20	2 Projects = 14 3 to 4 Projects = 17 Above 4 " = 20	
4.	Similar Projects executed in Government for last three years	20	1 project = 14 2 to 3 Projects = 17 Above 3 " = 20	

5.	Certifications	20	Firm Registration Certificate: = 5 Trade License Certificate = 5 ISO Certificate= 10	
	Total score of the Bidder	<b>100</b>		

The **minimum Technical Score** required for passing technical bid evaluation and qualifying for the Financial Bid is 75 points out of 100. The financial bids for bidders whose technical score is less than 75 will not be opened.

#### 10.4 Examination of Financial Bids:

National Library, Kolkata will determine whether the Financial Bids are complete, i.e. whether the Bidder has included all components as per the tender document. All price bids shall include all taxes, etc. The price schedule shall also have the indicative price break-ups. No assumptions shall be allowed and the financial bid should be complete in all respects.

Quoting incredibly low value with a view to subverting the tender process shall be rejected straight away and the EMD of such bidder will be forfeited.

#### 10.5 Overall Ranking:

The combined result of the technical and financial bids will determine the final, overall ranking. The method for obtaining the overall ranking will be as follows:

$$S = (C_{\text{low}} / C) * 0.60 + (T / T_{\text{high}}) * 0.40$$

$$\text{Final Marks (F)} = 100 * S$$

$C_{\text{low}}$	Lowest Price Bid
C	Price of the Current Bid
$T_{\text{high}}$	Highest Technical Score Obtained
T	Technical Score of the Current Bid

### 11. Award of Contract

The contract shall be awarded to the bidder who will have the highest score in overall ranking. However, in case there is a tie between two or more Bidders, the Bidder with the highest score in examination of Technical Bids shall be awarded the contract.

Letter of Intent (LOI) will be issued to the successful Bid after evaluation of the tender. The Firm Work Order will only be issued after the Bidder submits an undertaking for depositing the Contract Performance Guarantee as detailed below within the stipulated period.

After furnishing of the Undertaking by the successful Bidder, National Library, Kolkata will issue Firm Work Order and enter upon a Service Level Agreement with the Bidder on the terms and conditions provided herein for supply of manpower covered under the scope of the tender.

- After award, the contractor will not engage any sub-contractor or transfer the contract to any other person.
- The successful bidder shall comply with all Act, Law under CL (R&A) Act 1970 and EPF & ESIC Act, Payments of Wages Act, Minimum Wages Act or other Statutory Rules, regulations with their latest amendments, by-laws applicable with regard to the performance of the work included herein or touching this Contract, from time to time and take such necessary steps as may be deemed necessary in this regard. **The bidder shall submit a quarterly report containing the details of EPF & ESI deducted and credited into individual's account with appropriate/concerned department as a proof.** If it is noticed at any stage that EPF & ESI of any individual has not been credited properly the same will not be paid by this department and will not take any responsibility for this lapse. The bidder will bear all the consequences, whatsoever, of the same
- The Bidder shall be solely responsible for all statutory obligations, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc relating to contract personnel deployed in National Library. The National Library shall have no liability in this regard.
- The Bidder shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in National Library by **7<sup>th</sup> of every month through ECS only**. No cash payment to the personnel should be made under any circumstances.
- The Bidder while submitting their bill for payment shall also be responsible to submit documentary evidence of having submitted ESI and EPF amount (both employer's and employee's contribution) in the respective individual account of the worker for the period for which bill is raised, copies of challans and worker's permanent ESI account card/certificate. The payment for successive months will be released on receipt of the evidence of deposition of ESI/EPF in the worker's individual accounts for previous month.
- The personnel provided by the Bidder will not claim to become the employees of National Library and there will be no employee and employer relationship between the personnel engaged by the Bidder for deployment.
- The Bidder shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at National Library. The National Library shall have no liability in this regard.

## **12. CPG & Placement of Firm Work Order**

The successful Bidder shall be required to furnish the Contract Performance Guarantee (CPG) for an amount equal to 5% of its Price bid, within 7 days from the date of issue of the Firm Work Order.

- 12.1 CPG should be initially valid for a period of 14 months and will not carry any interest.
- 12.2 CPG may be submitted either in form of a crossed banker's cheque / Pay Order in favour of "Director General, National Library, Kolkata" or an irrevocable Bank Guarantee as per the format enclosed as Annexure issued by any Nationalized bank / Scheduled bank.
- 12.3 The CPG will be released to the Bidder upon issue of Certificate of Acceptance by the National Library, Kolkata.
- 12.4 The CPG shall be invoked by National Library, Kolkata in case of deficiency in service by the Bidder.

## **13. Payment**

- 13.1 Payment will be made in Indian Rupees (INR). No advance payment shall be made for this service. Payment shall be made on monthly basis.
- 13.2 The Bidder will raise Bill every month claiming payment from the National Library, Kolkata after observing the following mandatory criteria:
  - Pre-receipted bills in triplicate
  - Bank Statement evidencing that payment made to the personnel deployed
  - Proof of payment receipt of EPF contribution along with Challan for the concern month
  - Proof of payment receipt of ESI contribution along with Challan for the concern month
  - Proof of payment receipt of Service Tax for the concern month
  - Proof of payment receipt of Professional Tax for the concern month

## **14. Completion of contract**

Unless otherwise terminated under the provisions of any other relevant clause of document, contract shall be deemed to have been completed after issuance of the Acceptance Certificate from the designated Officer-in-charge in accordance with Acceptance Criteria as defined against all tasks.

## **15. Work Completion and Liquidated Damages**

If any part of the service in respect of the work assigned and undertaken by the Successful Bidder for which this contract is being entered into is not rendered /delivered in time, National Library, Kolkata shall be entitled to levy and recover Liquidated

damages/penalty at 1% per week or part thereof of the delay subject to 5% maximum, on the payment due to the Bidder for the particular stage. Any delay beyond five weeks will attract higher penalty to be decided by the National Library, Kolkata.

Liquidated damages will be recovered from the CPG or from any sum that may become due to the Bidder out of this contract or any other contract with National Library, Kolkata.

## **16. Other Terms & Conditions**

16.1 National Library, Kolkata reserves the right to make an award without further discussion of the bid submitted. Therefore, the bid should be submitted initially on the most favorable terms that the Bidder could offer. At its discretion, National Library, Kolkata reserves the right to request best and final offers from the tender finalists.

16.2 Registration Certificates under the statutory provisions of Contract Labour (R&A) Act-1970, EPF Misc. Provisions Act-1952, ESI Act-1948 has to be produced.

16.3 Bidder shall provide immediate replacement for the deployed manpower, if the client is not satisfied with his/her performance or incumbent leaves before the expiry his/her term.

16.4 It is to be ensured by the contractor that the required number of staff, for which the contract has been awarded, is at the disposal at all times. In the event of some of the staff, absenting themselves, substitutes are to be provided for the period of absence.

16.5 The Bidder will make the payment to the personnel on the 7<sup>th</sup> of every month irrespective of whether the payment is received or not from the National Library.

16.6 National Library will have no liability regarding any matter concerning the salaries, other payments (ESI, EPF, etc.) and any other dues in any form including welfare, etc of the persons deployed for the job. The bidder shall deal and settle the matter related with employees and shall make sure that no labour disputes/problems are referred to National Library. A declaration on bidder's letter head for the above shall be furnished with proof.

### **16.7 Obligation to Contract**

This tender does not obligate the National Library, Kolkata to contract for service(s) specified herein. National Library, Kolkata also reserves the right to cancel or to reissue the TENDER in whole or in part, prior to execution of a contract.

### **16.8 Bid Rejections**

National Library, Kolkata will make the sole determination of clarity and completeness in the responses to any of the provisions in this tender. National Library, Kolkata reserves the right to seek clarification, additional information, and materials in any form relating to any or all provisions or conditions of this tender. National Library, Kolkata reserves the right to accept or reject any or all of

the bids submitted in response to this TENDER. In case, after rejection of bids, there is only one technically qualified bidder, National Library, Kolkata may decide to go ahead with the tender finalization and open the financial bids and complete the evaluation processes.

#### **16.9 Waivers**

National Library, Kolkata reserves the right to waive specific terms and conditions contained in this tender. It shall be understood by Agencies that the bid is predicated upon acceptance of all terms and conditions contained in this tender, unless the Bidder has obtained such a waiver in writing from the National Library, Kolkata prior to submission of the bid. Such a waiver, if granted, will be granted to all Agencies.

#### **16.10 Notification to Unsuccessful Bidders**

Bidders, whose bids have not been selected, may be so notified via email.

### **17. Disputes and Arbitration**

In case of any dispute or differences, breach and violation relating to the terms of this agreement, the said dispute or difference shall be referred to the sole arbitration of Director General, National Library, Kolkata or any other person appointed by him. The award of the arbitrator shall be final and binding on both the parties. In the event of such arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do works or neglecting his work or being unable to act as arbitrator for any reason whatsoever, the Director General, National Library, Kolkata shall appoint another person to act as arbitrator in the place of outgoing arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor. The Bidder will have no objection in any such appointment that arbitrator so appointed is employee of National Library, Kolkata. The adjudication of such arbitrator shall be governed by the provision of the ARBITRATION and CONCILIATION Act, 1996, or any statutory modification or re-enactment thereof or any rules made thereof. The arbitration shall be held in Kolkata.

### **18. Liability**

In case of a default on contractor's part or other liability, National Library, Kolkata shall be entitled to recover damages from contractor. In each such instance, regardless of the basis on which National Library, Kolkata is entitled to claim damages from contractor (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Bidder shall be liable for no more than:

18.1 Payments referred to in the Patents and Copyrights section below:

18.2 Liability for bodily injury (including death) or damage to real property and tangible personal property limited to that caused by contractor's negligence; and

18.3 As to any other actual damage arising in any situation involving nonperformance by contractor pursuant to, or in any way related to, the subject of this Agreement, the charge paid by National Library, Kolkata for the individual product or service that is the subject of the claim.

18.4 It is the maximum for which Agencies are collectively responsible

## **19. Governing Laws**

This Tender Document and the contract shall be governed by and interpreted in accordance with Laws in force in India. The courts at Kolkata shall have exclusive jurisdiction in all matters arising under the contract.

## **20. Penalty and Termination due to Non-Fulfilment of Contract**

**20.1 Penalty for delay in execution of scheme:** If the installation and commissioning of the system is not completed in full within the stipulated period as prescribed in the implementation schedule, a penalty at the rate of 2% per week of the total value for the amount of contract will be levied for a maximum period of 8 weeks. If the installation and commissioning is not completed even within this 8 weeks period, the Contract may be terminated in part or whole at the discretion of National Library, Kolkata and at the risk and cost of the Bidder.

### **20.2 Termination of contract for default**

The National Library, Kolkata without prejudice to any other remedy available for breach of contract, may terminate the contract in whole by a 30 (thirty) days notice in writing to the Bidder in the event of any one or all of the following:

- (i) If the Bidder fails to implement the scheme within the time period stipulated in the bid and within time period extended with or without liquidated damages.
- (ii) If the Bidder fails to provide any one or all services as per this Contract, and fails to set right the disruption in service within the 30 (thirty) days notice period or show a valid reason to the National Library, Kolkata for the lapse.
- (iii) If the Bidder has engaged in corrupt or fraudulent practices in executing the Contract.
- (iv) In the event of termination of the contract in part or in whole for default of the Bidder, National Library, Kolkata is entitled to forfeit the proportionate amount from the amounts of the Bidder which are in the hands of the National Library, Kolkata.

### **20.3 Termination for insolvency**

If the Bidder becomes bankrupt or is otherwise declared insolvent, then the National Library, Kolkata may at any time terminate the contract by giving written notice of 30 (thirty) days to the Bidder. Such termination shall not prejudice or preclude any right of the action or remedy, which has accrued or will accrue to the National Library, Kolkata and vice versa.



**21. Provisions for Unsatisfactory Services**

If services of bidder are not found satisfactory, at any stage during the period of contract, in such situations the Bidder shall be bound to remove the deficiencies at its own cost within the time period fixed by the National Library, Kolkata. In case the Bidder is not able to remove and rectify the deficiencies within the given time period, the National Library, Kolkata will be competent to make alternative arrangements of the services at the risk and cost of the Bidder and the costs so incurred shall be deducted from the due amount payable to the Bidder.

\* \* \*

**ANNEXURE A**

**Technical Bid**

**Bid Letter**

To

The Director General  
National Library  
Belvedere, Alipore  
Kolkata

Ref. Tender No.NL/ADM/Estt/2016-17/71

Date:14-12-2016

Sub: Sealed quotations for supply of daily wage skilled, semi-skilled and unskilled manpower comprising of **data entry operators, binders-cum-menders, supporting staff – professionals jobs, supporting staff – miscellaneous jobs, workers-cum-labourers** and for other miscellaneous jobs necessary for facilitating day to day functioning of the Library.

Sir,

We, the undersigned Bidder, having read and examined in detail the specifications and all the bidding documents do propose to provide the Services as specified in the bidding document **No. NL/ADM/Estt/2016-17/71**

We are well equipped with all the latest Image capture methods and facilities required for providing services and we welcome any sorts our establishment is open for inspection by National Library.

All prices mentioned in our bid are in accordance with the terms specified in bidding documents:

All the prices and other terms and conditions of this bid are valid for a period of 90 calendar days from the date of opening of the bids.

We are an Indian firm and do hereby confirm that our Bid prices are all inclusive.

We have carefully read and understood the terms and conditions of the contract applicable to the tender and we do hereby undertake to provide the services as per these terms and conditions. The technical Deviations are only those mentioned in Annexure D.

We enclose herewith the complete Technical Bid as required by you. This includes:

- i. Bid letter (Annexure A)
- ii. Bid particulars (Annexure B)
- iii. Bidder's experience (Annexure C)
- iv. Statement of deviation(s) (Annexure D)
- v. Details of Manpower (Annexure E)
- vi. Details of earnest money deposit (Annexure F)
- vii. Attested copy of certificate of valid registration for manpower supply.
- viii. Valid Trade License Certificate

Certified that we are:

A sole proprietorship firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietor,

*Or*

A partnership firm, and the person signing the tender has the authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement / by virtue of general power of attorney,

*Or*

A company and the person signing the tender is the constituted Attorney.

*Or*

A Consortium of companies and the person signing the contract is the coordinator for this project on behalf of the consortium. He is assigned with the authority to refer to arbitration disputes concerning the business of the consortium agreement / by virtue of general power of attorney.

Note: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the tender document.

We do undertake that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof, the tender document and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this ..... day of .....

Signature of Bidder

Full Address:

Details of enclosures.

Telephone No

Fax no

Company seal

**ANNEXURE B**

Technical Bid

**Bid Particulars**

Bid particulars for Tender No. : NL/ADM/Estt/2016-17/71

1) Name of the Bidder :

2) Address of the Bidder :

Telephone

Fax

E-mail

3) Date of Inception : (for primary party)

4) Bidder's bid number and date:

5) Name and address of the Officer to whom:  
all references shall be made regarding this tender

Phone :

Fax :

Email :

Signature :

Name :

Designation :

Date :

**Company Seal**

## ANNEXURE C

### Technical Bid

**Client details where projects have been undertaken (last five years work orders and work completion certificates)**

Experience in supply of security / conservancy services in government / semi-government / public sectors / private sector in India for at least last five years **i.e. 1.4.2011 to 31.3.2016**

Name & Address of the Organization (including contact person)	Contract Period		Total Contract Value Rs.Ps.	No. of personnel deployed	Nature of work and manpower deployed for	Documentary proof (page No.)
	From	To				

**ANNEXURE D**

**Technical Bid**

**Statement of Deviation(s) from Tender Terms & Conditions**

Dear Sirs,

Following are the deviations and variations from the tender terms and conditions. These deviations and variations are exhaustive. Except these deviations and variations, the entire Service shall be imparted as per your specifications and documents.

---

Sl. No.	Section No.	Clause No.	Page No.	Statement of deviations and No. variations
---------	-------------	------------	----------	---

---

---

Signature of Bidder

Name

Date

Place

Company Seal

ANNEXURE E

**Technical Bid**

The authorized signatory representing the bidder should duly attest the attached photocopies of the supporting documents.

Sl. No.	Particulars	Please <input type="checkbox"/> if the bidder meets the requirement of the National Library	Supporting document page No. with seal & signature
1.	Cost of bidding		
(i)	A demand draft for Rs.1,000/- (Rupees one thousand only) drawn in favour of the Director General, National Library, Kolkata		
(ii)	Rs.2,00,000/- (Rupees two lakhs only) as Earnest Money to be deposited as Bank Draft / Pay Order in favour of the Director General, National Library, Kolkata (As per Annexure F)		
2.	Experience in similar nature of services / field of not less than <b>5 (five)</b> years		
3.	The bid document must be submitted in the Quotation Box, Office of the L.I.O-I, 2 <sup>nd</sup> Floor, Bhasha Bhawan, National Library, Belvedere, Alipore, Kolkata 700 027 between 10.00 am to 5.00 pm in all working days latest by 2 pm on <b>09.01.2017</b> .		
4.	Bidder must have experience of executing one single order in supply of at least <b>60 nos. or above</b> personnel rendering the above mentioned or similar nature of services.		
5.	The bidder must have minimum average turnover of at least <b>Rs.5 crores</b> during the last three years, <b>i.e. 1.4.2013 to 31.3.2016</b> in the abovementioned job. A separate sheet should be attached duly attested by any Chartered Accountant / Competent Authority.		
6.	The bidder should have experience in serving an organization of repute among which one must be under Government of India / Govt. undertaking of India / State Government / autonomous organisation in India during the last three years.		
7.	Service charges will be the primary criterion for evaluation of financial bid.		
8.	The bidder must produce the following certificates duly signed by the respective competent authorities / <b><i>Class-I Judicial Magistrate</i></b> stating that the " <b><i>company/firm is not a defaulter of payment of statutory dues during the last three years as on today</i></b> "		
	EPF		
	ESIC		
	Service Taxes		
9.	The bidder must enclose a P. Tax Enrolment and Registration Certificate.		

10.	The bidder must be a profit making company with sound financial standing (Attested copies of balance sheet duly certified by the Chartered Accountant / Competent Authority to be submitted).		
11.	The bidder must have a local office/service centre in Kolkata		
12.	The Bidder should have adequate financial resources to undertake the contract. The Bidder should have sufficient reserves as per the audited financial statement. In case, the Bidder wishes to use internal sources for funds, a declaration on bidder's letterhead for the same shall be furnished along with sufficient proofs.		
13.	The bid may be rejected for not meeting any one criteria mentioned above.		



**ANNEXURE F**

**Earnest Money Deposit Details**

(Please give the details of the Earnest Money Deposit of Rs. 3,00,000/- (Rupees three lakh only) in the form of banker's cheque / Pay Order being furnished for bidding in this tender)

Sl. No.	Bank Name	Cheque No.	Amount
1.			3,00,000.00

**ANNEXURE G**

**Financial Bid**

**Bid Letter**

To

The Director General,  
National Library,  
Belvedere, Alipore,  
Kolkata.

Sub: Sealed quotations for supply of daily wage skilled, semi-skilled and unskilled manpower comprising of **data entry operators, binders-cum-menders, supporting staff –professionals jobs, supporting staff – miscellaneous jobs, workers-cum-labourers** and for other miscellaneous jobs necessary for facilitating day to day functioning of the Library.

Ref. Tender No. NL/ADM/Estt/2016-17/71

Dated:14/12/2016

Sir,

We declare:

That we/our principals are equipped with adequate hardware/software and other facilities required for providing services and our establishment is open for inspection by the representatives of the National Library.

We hereby offer to provide services at the prices and rates mentioned in the financial Bid as per Annexure I (with the Statement of Financial Deviations as per Annexure H).

We do hereby undertake, that

In the event of acceptances of our bid, the services shall be provided as stipulated in the work order and the tender terms and conditions to the Bid and that we shall perform all the incidental services.

The quoted prices are inclusive of all charges such as transportation of hardware, software, manpower and etc. for providing the desired services.

We enclose herewith the complete Commercial Bid as required by you. This includes.

- A. Bid Letter (Annexure G)
- B. Statement of Financial Deviation (Annexure H), if any
- C. Details of cost of services offered (Annexure I)

We agree to abide by our offer a period of 90 days from the date fixed for opening of the tenders and that we shall remain bound by a communication within that time.

We have carefully read and understood the terms and conditioned of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to provide the services as per these terms and conditions.

Certified that we are:

A sole proprietorship firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietor.

Or

A partnership firm, and the person signing the tender has the authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

Or

A company and the person signing the tender is the constituted attorney.

Or

A Consortium of companies and the person signing the contract is the coordinator for this project on behalf of the consortium. He is assigned with the authority to refer to arbitration disputes concerning the business of the consortium agreement / by virtue of general power of attorney.

Note: Delete what ever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the tender document.

We do undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof, the tender document and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this .....day of .....

Signature of Bidder

Full Address:

Details of enclosures.

Telephone No.

Address :

Fax No.

Company Seal

**ANNEXURE H**

**Financial Bid**

**Statement of Financial/Commercial Deviation(s)**

Following are the Commercial deviation(s) and variation(s) from the specification(s) and documents for the Tender. These deviation(s) and variation(s) are exhaustive. Except these deviation(s) and variation(s), the entire service shall be imparted as per your specifications and documents.

Sl. No.	Section No.	Clause No.	Page No.	State of Deviations and Variations

Signature of Bidder

Name

Company

Date

Place

**ANNEXURE-I**  
**(Financial Bid)**

Sl. No.	Component of Rate	Data Entry Operators (DEO) - (Skilled)	Binders-cum-Menders -(Skilled)	Supporting Staff – Professionals Works (Semi-skilled)	Supporting Staff – Miscellaneous Works (Semi-skilled)	Workers-cum-labourers (Unskilled)
1	Basic Wages per day per person					
2	Employees Provident Fund @13.36% of Sl.No.1 above					
3	ESI @4.75% of Sr.no.1 above					
4	Other charges, if any					
5.	Administrative/ Service charges					
6.	Total (column 1 to 5)					
7.	Taxes, if any					
8.	Total cost for 1 unit					

Note: Necessary Government Orders in this regard must be enclosed