

ADMINISTRATIVE TRAINING INSTITUTE

GOVERNMENT OF WEST BENGAL

FC-BLOCK, SECTOR-III, SALT LAKE CITY, KOLKATA – 700 106

TELE-FAX : (033) 23374015/23373960

Memo No.: 38/DD(A)/ATI/2019

Date: 5th February, 2019

NOTICE INVITING e-TENDER

SECTION I: INTRODUCTION

- Online e-tenders are invited under two bid system from the bonafide and reputed agencies, having capacity and expertise to provide service, by suitable and trained manpower **of 56 personnel** for the Administrative Training Institute (ATI) [hereinafter referred to as the 'Institute'], Government of West Bengal, Block-FC, Sector-III, Salt Lake City, Kolkata – 700106, for a period of one year. The tender may be extended subject to satisfactory performance for a further period of two years or part thereof.

The deployment of 53 personnel would be in the unskilled category: 29 Sweepers, 16 Waiters (Ward Boy) in the Hostels, 7 Utility Workers in the Audio-Visual Section and 1 Generator Operator. The deployment of 3 personnel would be in the skilled category: 2 Assistant Managers, 1 each for the New Hostel and G+7 Hostel and 1 Assistant Manager for Sweeping & Cleaning.

- FACT SHEET:

SL. NO	TOPIC
1.	Initiator : Administrative Training Institute ,Govt. of West Bengal, Sector-III, FC Block, Salt Lake, Kolkata-700106.
2.	The method of selection is: CQCBS(Combined Quality Cum Cost Based System.
3.	NleT documents can be downloaded from https://wbetenders.gov.in & http://www.atiwb.gov.in as per dates mentioned in this document.
4.	Earnest Money Deposit shall be submitted for Rs.1,60,000 (Rs. One Lakh Sixty Thousand Only) only in online mode

SL. NO	TOPIC
5.	Taxes: The Bid price shall be exclusive of all Taxes.
6.	Proposals must remain valid for 90 days after the submission date. Bidders may have to revalidate bank draft for a further period of 90 days on expiry.
7.	Technical Bid shall have to be submitted ONLINE only duly signed on all pages and Financial Bid to be submitted only ONLINE concurrently duly signed through https://wbetenders.gov.in
8.	All relevant dates related to Tendering process have been scheduled out in NleT document.

3.(i) SCOPE OF WORK: Sweeping & Cleaning

- a) Thorough dusting and cleaning of the entire floors of the Main Office Building, Library Building, Annexe Building, G+7 building, Old Hostel & New Hostel Buildings. In the office buildings the floor includes the passage, the stairs, the office chambers, the classrooms, the office room and the computer labs and entire floor area of the building (once a day on all working days before 9:30 a.m.) In the hostel areas the floor includes all the common areas of the Hostel Buildings which also has to be cleaned and dusted as per the direction of the Caretakers of the Hostels. The individual hostel rooms will have to be cleaned after the trainees have left their hostel rooms and/or as per the direction of the Caretakers of the Hostels.
- b) To wash and clean all the toilets in the above mentioned buildings with acid and phenyl – **(Twice Daily – Once before 09:30 a.m. & the other between 01:30 p.m. to 02:30 p.m.)** and to put deodorant (e.g. naphthalene balls) – 6 pcs. in each urinal sink points, which must be changed once every week. Further, two large size odonils are to be placed in each toilet and have to be changed, once in a month.
- c) To dust and clean the entire furniture in all the rooms of the above-mentioned buildings daily before 9:30 a.m. on all working days.
- d) To dust and clean with wet cloth and other requisite chemicals the glass fittings, the windows, the electrical fittings like fan, bulbs, tube lights and other computer related items of the above-mentioned buildings once a fortnight.
- e) To thoroughly clean the lift installed in the Main Building, G+7 & New Hostel twice daily – once 09:00 a.m. and the other between 01:30 p.m. to 02:30 p.m.
- f) To clean and polish the brass and metal fittings of the Main Office Building, Library Building, Annexe Building, Old Hostel and New Hostel Buildings with required chemicals – once in a week using requisite chemicals/spray.

- g) Thorough washing, by water flow and with liquid floor cleaners, of floor, stairs & toilets of the above-mentioned buildings – once a week after the office hours (preferably on Friday/Saturday).
- h) To sweep and clean all the roads and adjacent areas in the entire campus, keeping pathways de-weeded around the main building, Annexe Building, Library Building, areas around the hostels, Officer's Quarters, Staff Quarters.
- i) Collection of garbage inside the campus and removal of the same by throwing the garbage outside the campus in the Municipal Vats, by handcart, once daily.
- j) To clean the roofs of the Main Building/ Annexe Building/ Library Building/ Other Buildings once a week so that no dust/ garbage gathers/ litters on the roof closing the face of the pipelines and also to uproot plants growing in and around the roof.
- k) To wash and clean the tea tables/ tea serving areas and the dining room, twice a day (after the morning and afternoon tea recess).
- l) The materials related to cleaning etc. will be supplied by ATI, monthly, as would be requisitioned by the respective Caretakers from time to time.
- m) Successfully perform any other duties as may be assigned by the Caretaker and/or Assistant Managers for delivery of the best services to the trainees.

3.(ii) **SCOPE OF WORK: For Waiters (Wardboys) in the Hostels**

- a) Preparing the rooms suitably for Check-in, including Bed-Linens & checking all other items which are to be supplied in the room and also ensuring that all the facilities are in place in the room as well as on the hostel floor before the actual check-in.
- b) Carrying the boarder's luggage during Check-in or Check-out as the case may be.
- c) Supply of fresh linens on weekly or any other interval as may be instructed by the Caretakers and/or Assistant Managers of respective hostels.
- d) Checking all the items in the room at the time of Check-Out.
- e) Stand-by in the respective Caretaker's Room to which they are posted to offer support to the boarders as and when required.
- f) **Weekly checking on every Saturday of all facilities in the hostel room as per check-list and submitting the check-list to the Caretaker.**
- g) Successfully perform any other duties as may be assigned by the Caretaker and/or Assistant Managers for delivery of the best services to the boarders.

3.(iii) **SCOPE OF WORK: For Utility Workers of the Audio-Visual Section**

- a) Checking all classroom facilities (where the classes have been allotted as per ATIMIS) in the 2nd half of every Friday & submit requirements to Audio Visual In-Charge on the same day.
- b) Before the classes start everyday all classroom facilities should be checked and checklist should be submitted to the Audio Visual In-Charge before the start of class. In case of any major/minor deficiencies matter to be brought to the notice of the Audio Visual In-Charge.
- c) All the Audio-Visual equipments during the individual sessions should be supplied as per the requirement of the Faculty.
- d) Stand-by on the floor on which they are posted to offer support to the Faculties & the Trainees with regard to classroom and floor facilities.
- e) Weekly checking on every Saturday of all Audio-Visual equipments of all the classrooms of the campus and reporting their status to the Audio Visual In-Charge.
- f) Successfully perform any other duties as may be assigned by the Audio Visual In-Charge for delivery of the best services to the trainers and the trainees.

3.(iv) **SCOPE OF WORK: For Generator Operator**

The Generator Operator has to successfully perform all the instructions of the Caretaker In-charge so that un-interrupted power supply is maintained at the pre-scheduled hours.

4. **TERMS AND CONDITIONS:**

- a) The agency shall provide two set of uniforms to the workmen and ensure that they wear one all the time and maintain them clean.
- b) All workmen of the agency shall be issued Identity Cards bearing their photographs so that they can be identified. Photographs for Identity Cards shall be provided by the Agency at their own cost. The ID Cards will be issued by the Agency. These will be countersigned by the Deputy Director (Admin) of this Institute.
- c) The agency will provide Name, Address, Telephone No. & Photographs of its workmen posted at this Institute to Security-in-Charge and respective Caretaker for records.
- d) The agency shall be responsible for the good conduct and behavior of its workmen. If any workmen of the agency are found misbehaving with Supervisory Staff or other staff members of the Institute the agency shall terminate the services of such workmen forthwith at their own risk and responsibility. The agency shall issue necessary instructions to its workmen to act upon the instructions given by the Caretaker of this Institute.

- e) In the event of any loss being occasioned to the Institute, on account of the negligence of the duty by the agency's workmen, the agency shall be liable to compensate the loss sustained to the Institute, either by replacement or on payment which will be decided by the DG of this Institute.
- f) That no right, much less a legal right shall vest in the agency's workers to claim/have employment or otherwise seek absorption in the Institute nor the agency workers shall have any right whatsoever to claim the benefits and/or emoluments that may be permissible or paid to the workmen of the Institute. The workers will remain the workmen of the agency and this should be the solely responsibility of the selected agency to make it clear to their workers before deputing on work at the Institute.
- g) The agency shall not appoint sub-contractor to carry out any obligation under the contract.
- h) The agency shall take day to day instructions from the respective Caretakers in-charge/Audio visual in-charge of the Institute and shall maintain diary for the same.
- i) If the agency fails to implement the schedule of services to the satisfaction of the Institute on any day in any part of the Institute, shall be penalized as mentioned in clause 10 of the Tender. The decision of the DG, ATI shall be final and binding on the agency in this regard.
- j) A normal working day shall consist of eight and half hours or work including interval for half an hour for rest.
- k) The agency shall give the services for 7 days a week, while one day in any period of 7 days, shall be the day of weekly rest, for each manpower deployed.
- l) The agency shall maintain an Inspection Book as prescribed which will be made available to respective Caretakers/Faculties of the Institute. Fault/observation recorded there on shall be attended to immediately. Failure to attend to the said observations shall attract penalization under clause 10 of the Tender.
- m) Caretakers will supervise and monitor the work done by the Assistant Managers and/or workers under their respective charges. These persons should be available at places to be fixed by the respective Caretakers of the Institute buildings.
- n) The monthly payment shall be made to the agency on production of certificates of satisfactory completion of services in the Institute from the respective Caretakers/Audio Visual In-charge of the Institute.
- o) The agency selected shall be responsible for **payment of notified minimum wages by the Government of West Bengal (as revised from time to time) and also for due compliance of Labour Laws and other relevant acts and this office will not be responsible for the same. Wages shall have to be paid within 7 (Seven) working days of the next month**

irrespective of the fact whether the agency has got its payment from the Institute or not.

- p) The duration of the contract shall be one year and can be terminated even earlier by giving notice in writing on account of any of the following reasons:-
- i) On account unsatisfactory performance.
 - ii) Breach of contract clauses.
 - iii) Persistent neglect to carry out his obligations under the contract.

When the agency has made itself liable for action under any of the clauses aforesaid, the Institute shall determine the contract as aforesaid upon such the determination, the earnest money deposit shall be liable to be forfeited and shall be absolutely at the disposal of the Institute. In the event of above courses being adopted by this institute, the agency shall have no claim to compensation for any loss sustained by him by reason of having employed personnel for the work.

- q) The Institute can increase or decrease the manpower requirement in case there is a further increase or decrease of the work volume of the Institute. The increase/decrease in manpower would accordingly affect the billing on prorate basis.
- r) Feedback mechanism will be worked out to evaluate the performance of Cleaners. The Institute reserves the right to link the feedback with the bills payable to the Agency/Contractor and proportionate deductions may be enforced.
- s) ATI is a 'NO SMOKING ZONE'. The agency should ensure that his workmen DO NOT SMOKE while working in the Institute. They will also not indulge in drinking alcohol or any other intoxicants. They will not consume drugs nor will they play cards or indulge in gambling within ATI Campus.
- t) The bidder is advised to visit and acquaint himself with the area, scope of work and operational system. The costs of visiting shall have to be borne by the bidder. It shall be deemed that the agency has undertaken a visit to the Institute and is aware of the operational conditions prior to the submission of the tender documents and no plea/complain about this will be entertained afterwards. Interested bidders may visit the Institute, during the date and time, fixed for site inspection, as mentioned in clause 5 of the NleT and contact the Assistant Administrative Officer/Deputy Director (Administration) for site inspection.
- u) No labour hut shed shall be allowed to be constructed and no labour shall be allowed to stay in the Institute and nothing shall be paid on this account.
- v) The agency will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the Caretaker. In addition, the Institute will maintain record of Attendance/Departure of the Cleaners/Supervisor in Bio-Metric Attendance System. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be matched with record of Bio-Metric Attendance System.

5. **SCHEDULE OF DATES & TIME:**

SL. NO.	PARTICULARS	DATES & TIME
1.	Date of uploading of & other Documents (online) (Publishing Date)	05-02-2019 at 03.00 PM
2.	Documents download/ start date (Online)	07-02-2019 at 10.00 AM
3.	Documents download/ end date (Online)	25-02-2019 at 6.00 PM
4.	Site Inspection – Start date	07-02-2019 (11.00 AM to 3.00 PM)
5.	Site Inspection – End date	14-02-2019 (11.00 AM to 3.00 PM)
6.	Pre Bid meeting	14-02-2019 at 12.00 NOON
7.	Bid submission start date (On line)	18-02-2019 at 11.00 AM
8.	Bid submission end date (On line)	25-02-2019 at 6.00 PM
9.	Date of submission of hard copies of Tender Documents in sealed cover	26-02-2019 (11.00 AM to 4.00 PM)
10.	Bid opening date for Technical Proposals (Online)	28-02-2019 at 11.00 AM

6. **PREQUALIFICATION CRITERION:**

- i) Average Annual Financial Turnover during the last 3 years, ending 31/03/2018, should be at least Rs. 25,00,000/-.
- ii) Experience of having successfully completed similar work, during the last 7 Calendar years ending on 31/12/2018, should be either of the following:-
 - a) Three similar successfully completed works costing not less than the amount equal to Rs. 32,00,000/-.

OR

 - b) Two similar successfully completed works costing not less than the amount equal to Rs. 40,00,000/-.

OR

 - c) One similar successfully completed work costing not less than the amount equal to Rs. 64,00,000/-.

SECTION II: GENERAL COMMERCIAL DETAILS7. **EARNEST MONEY DEPOSIT (EMD):**

Earnest Money of Rs1,60,000/- (Rupees One Lakh Sixty Thousand only) must be submitted online. Tenders without EMD will be rejected. The E.M.D. is payable by all categories of tenderers and no exemption from E.M.D. is permissible.

EMD of unsuccessful bidders shall be refunded within one month after the successful bidder executes the agreement with the Institute.

8. **FORFEITURE OF EARNEST MONEY DEPOSIT (EMD):**

The Earnest Money shall be forfeited

- a) if the tender is withdrawn by the bidder;
 - (i) At any time prior to its rejection or
 - (ii) Before or after its acceptance is communicated to the bidder;

OR

- b) if the successful bidder fails to comply with the terms & condition of the Tender Notice.

9. **DURATION OF AGREEMENT:**

This agreement shall be valid for a period of one year from the date of execution of agreement, which may further extendable for a period of another two years or part thereof on the same terms and conditions of the agreement at the discretion of the Director General, ATI. The bidder shall be bound to comply with orders issued by the Institute for this purpose during the currency of agreement upto the end-day of the validity period.

10. **PENALTY CLAUSE:**

10.1 **FOR NON-COMPLIANCE OF CONTRACT:** Non-compliance of any of the terms and conditions of the Agreement/Contract by the successful bidder shall result in invoking any or all of the following penalty clauses at the discretion of the Director General, ATI:

- a) Cancellation of the acceptance of tender as a whole or in part.
- b) Forfeiture of the EMD and/or Security Deposit.
- c) Cancellation of the particular work order.
- d) Recovering loss, if any, occurred to the Institute.
- e) Black listing the Contractor/Supplier.

Particular reference is drawn to the matter of Short supply of manpower: It may be mentioned in this context that short supply of below 80% manpower with regard to the sanctioned strength in each category of Cleaners, Waiters in the Hostel and Utility Workers hampers the normal training process at ATI. If the short supply of manpower deployed is below 80% the sanctioned strength in each category of Cleaners, Waiters in the Hostel and Utility Workers for 3 consecutive days then it would be treated as non-compliance with the terms and conditions of the contract. The penalties as mentioned above would be imposed.

10.2 **COMPENSATION FOR BREACH OF CONTRACT:**

SL. NO.	FAULT	FINE in Rs
1.	Unclean External Area (Grounds)	500 per day
2.	Dustbin (Not emptied or left over outside)	200 (Per Dustbin)
3.	Unclean External Area (Buildings)	200 per day
4.	Short supply of Manpower/Absentees	Deduction of daily wages on pro rata basis.

Penal deduction will be made for any other poor services on the basis of assessment by the authorised representative of the DG,ATI.

10.3 The decision of DG,ATI or his authorised representative in the implementation of the above penalties will be final and binding on the selected agency.

11. **AWARD OF CONTRACT:**

The bidder, whose bid has been accepted, will be informed by ATI through "**LETTER OF ACCEPTANCE**". The successful bidder will have to enter into an agreement with this Institute. The final work order would be issued only after the successful bidder has entered into an agreement and deposited the security deposit as mentioned below.

12. **SECURITY DEPOSIT (SD):**

Interest free Performance Security Deposit for an amount of Rs 5,00,000/- (Rupees Five Lakhs only), through Demand Draft in favour of 'Administrative Training Institute, West Bengal' payable at Kolkata will have to be submitted within 7 days on receipt of **Letter of Acceptance** by the successful bidder to ensure due performance of the contract. The security deposit can be forfeited wholly or partially by the order of DG, ATI in the event of any breach or negligence or non-observation of the conditions of contract or unsatisfactory performance or non-performance.

The Security Deposit of the successful bidder will be refunded on the satisfactory performance of the successful bidder, after expiry of the validity period of the contract.

13. **FORFEITURE OF SECURITY DEPOSIT (SD):**

The Security Deposit can be forfeited wholly or partially by the order DG,ATI in the event of any breach or negligence or non-observation of the conditions of contract or unsatisfactory performance or non-performance.

14. **TERMS OF PAYMENT:**

- i) The monthly payment shall be made to the agency on production of certificates of satisfactory completion of services in this Institute by the concerned officials. The payment will be advised by the Joint Director (Accounts), ATI, West Bengal, through cheque after due verification and passing of the bills by the competent authority.
- ii) Statutory deductions will be made as per Govt. rules.
- iii) The existing rates for EPF (13%), ESI (4.75%), BONUS (8.33%) & GST (18%) would be paid by ATI. Any statutory changes on the above mentioned rates as notified by the Govt. would be paid by ATI.
- iv) Penalty, if imposed, will be deducted from the Bill(s) or SD.
- v) **No advance payment in any case will be made.**
- vi) **PERCENTAGE ESCALATION:** The contract shall not attract any clause towards escalation of price. It shall be obligatory on the part of ATI, WB to pay to the agency the notified minimum wages by the Government of West Bengal at ATI,WB (as revised from time to time). The tenderer shall visit the site to judge the local condition from all corners. It will be presumed that the bidder has offered the rate after review of the entire position of the work-site at their own cost.
- vi) It shall be obligatory for the agency to make payment to the personnel deployed at ATI,WB on the basis of notified minimum wages by the Government of West Bengal at ATI,WB within the 7th of the next month in the presence of an authorized representative of ATI,WB irrespective of the date of payment to the agency from ATI,WB. Violation on this account would be liable to be penalized by the DG, ATI & this penalty would be final and binding on the agency.

SECTION III :GENERAL TERMS AND CONDITIONS OF TENDER

15. The bids are invited in two parts as under:

- i) **TECHNICAL BID/QUALIFICATION BID;**
- ii) **FINANCIAL BID (BOQ)**

16. **SUBMISSION OF PROPOSALS:**

- (i). All documents in support of the Pre-Qualification Criteria and Technical Bid shall have to be submitted online and duly signed in all pages and Financial Bid to be submitted ONLINE duly signed (**BOQ**).

- (ii). Please Note that percentages should not be indicated in the Technical Proposal but should be indicated only in the Financial Bid **(BOQ)**.
- (iii). All documents must have signature of the Authorized signatory of the bidder wherever required in the Bid supporting documents.

All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid

The tenderers are advised to upload the details as given below:

- i) All documents in support of the Technical Bid.
- ii) Organizational capability as in Annexure – I;
- ii) Undertaking as in Annexure – II on Non-Judicial Stamp paper of Rs. 100;
- iv) Attested copy of the Trade Licence;
- v) Attested copy of PAN/GIR Card;
- vi) Attested copy of EPF Certificate
- vii) Attested copy of ESIC Certificate
- viii) Attested copy of GST and Professional Tax Registration;
- ix) Attested copy of Income Tax Return submitted for last three financial years;

17. **PROCEDURE AND TIME FOR SUBMISSION OF ONLINE & HARD COPY OF TENDER DOCUMENTS:**

- a) After *expiry* of the scheduled date & *time*, no tender shall be accepted in any circumstances.
- b) Percentage once quoted shall be firm and final and no upward revision shall be allowed throughout the period of contract.
- c) All the uploaded documents supporting the bids should be legible and filled in clearly. **A sealed envelope containing the hard copy of all these documents must be submitted on the prescribed date. In case of any confusion with regard to the uploaded documents then only the sealed envelope containing the hard copy of all the uploaded documents would be opened. The documents of the hard copy would get preference over the uploaded one.**
- d) The bid should not be conditional and inconsistent with the terms and conditions of the Tender Notice. Conditional bid shall not be considered and would be rejected.
- e) Submission of the tender on the basis of the tender notice will bind the bidder for acceptances of all conditions stipulated in the tender notice.
- f) The tenderer reserves the right to amend or withdraw any of the terms and conditions contained in the tender documents or to accept or reject any or all the tenders without assigning any reason whatsoever and also to split up

the tendered work to more than one bidder in the interest of scheme execution. The decision of the DG, ATI of the Institute in this regard shall be final and binding on all.

18. CRITERION FOR EVALUATION OF TENDER:

Two Part Evaluation

a) Technical Bid Evaluation (Full Marks 100)

b) Financial Bid Evaluation (Full Marks 100)

Final score will be 70% of Technical Bid Marks + 30% of Financial Bid Marks. The bidder who obtains the highest score will be awarded the Letter of Acceptance. In case of a 'TIE' the decision of DG,ATI would be final and binding on all the bidders.

The Technical bids will be evaluated by the Tender Committee on the basis of –

- (i) Average Annual Financial Turnover (as per Audit report) during the last 3 financial years ending 31/03/2018
=Full Marks 25

The marks would be awarded on the following basis:

Rs 25, 00,000– Rs 50,00,000= 5 marks
Rs 50,00,001 – Rs 100,00,000= 15 marks
Above Rs 100,00,000= 25 marks

- (ii) Highest Manpower on Roll a single month during last 7 Calendar years ending on 31/12/2018(as per EPF or ESI records)
=Full Marks 25

The marks would be awarded on the following basis:

100- 250= 5 marks
251 – 1000 = 15 marks
Above 1000= 25 marks

- (iii) Experience of running successfully completed Manpower Deployment works during the last 7 Calendar years ending on 31/12/2018 years(as per experience certificate of any Govt. organization or reputed private organization)
=Full Marks 25

The marks would be awarded on the following basis:

0 years – 5 years = 5 marks
Above 5 years – 10 years = 15 marks
Above 10 years = 25 marks

- (iv) Nos. of similarly completed successful Manpower Deployment works during the last 7 Calendar years ending on 31/12/2018having minimum value of

Rs 32,00,000/-each (as per experience certificate of any Govt. organization or reputed private organization)
= Full Marks 25

The marks would be awarded on the following basis:

Uptil 3 completed works = 5 marks
4 – 6 completed works = 15 marks
7 and above completed works = 25 marks

- (v) Bidders would have to obtain at least 5 marks for each item as mentioned above in (i) to (iv). Bidders, who satisfy this condition will qualify for consideration and processing of their Financial Bids and would be deemed to have qualified in the Technical Bid. The technical bids will be opened first and will be evaluated by a committee constituted by the Institute, which shall look into the Technical Competence and other conditions of the offer. The bidders may be called for a technical discussion to evaluate their competence with regard to their uploaded Technical Bid. At the second stage, Financial Bid of only technically qualified bidders will be opened. Bidders or their authorized representatives may remain present on both the occasions.

19. EVALUATION OF TECHNICAL BID:

Highest Technical Bid will get full score (TB max). The score of other Technical Bids will be calculated as follows:

$$TM = 100 \times TB / TB \text{ max}$$

Where;

$$\begin{aligned} TM &= \text{Score obtained in the Technical Bid} \\ TB &= \text{Marks obtained in the Technical Bid} \\ TB \text{ max} &= \text{Maximum Marks obtained by the bidder in the Technical Bid} \end{aligned}$$

20. EVALUATION OF FINANCIAL BID (BOQ):

Lowest Financial Bid(in %)will get full score (FBmin). The score of other Financial Bids will be calculated as follows :

$$FM = 100 \times FB \text{ min} / FB$$

Where;

$$\begin{aligned} FM &= \text{Score obtained in the Financial Bid} \\ FB \text{ min} &= \text{Lowest financial bid} \\ FB &= \text{Financial Bid of other bidders} \end{aligned}$$

21. The bidder must not have been blacklisted (during the last 7 Calendar years ending on 31/12/2018 by any Government Department/Autonomous Body or PSU Bodies under the Central/State Govt. at any time. A declaration to that effect, on Non-judicial stamp paper of Rs 100 has to be submitted. If any false certificate is

submitted, the bid submitted will be cancelled and EMD will be forfeited and legal actions against the offending bidder will be initiated.

22. Consortium with the other agencies is not allowed. In this regard consortium shall mean Short-term arrangement in which several firms (from the same or different industry sectors or countries) pool their financial and human resources to undertake a large project that benefits all members of the group

23. **ARBITRATION:**

In case of any dispute of differences, breach and violation relating to the terms of the work the said dispute of difference shall be referred to the sole arbitration of Director General, ATI or any other person appointed by him for the purpose. The award of the sole arbitrator shall be final and binding on both the parties. The adjudication of such arbitrator shall be governed by the provisions 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 only. The legal proceedings, if any, arising out of the contract, shall have to be lodged in the appropriate Court or *Legal Forum* at Kolkata and not elsewhere.

24. **FORCE MAJEURE:**

At any time during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as 'events') provided the notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, then neither party shall, by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance and work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the Institute as to whether the work have seen so resumed or not shall be final and conclusive, provided further that if the performance, in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

Sd/-
Deputy Director (Administration),
ATI, West Bengal

SECTION IV: FORMS AND FORMATS
ANNEXURE - I
ORGANISATIONAL CAPABILITY

1. Name of Tendering Company/Firm/Agency:
 (Attach certificate of registration or Trade License)
2. Nature of the concern:
 (i.e. Sole proprietor of partnership firm or a company under Company Act, 1956)
3. Full Address of Registered Office of the firm:

 (i) Telephone/Mobile No. :
 (ii) FAX No.:
 (iii) E-Mail Address :
4. Full address of Operating/Branch Office of the firm (if any) :

 (i) Telephone/Mobile No. :
 (ii) FAX No.:
 (iii) E-Mail Address :
5. Valid GST Registration Certificate No.
 (Attach attested Copy)
6. Valid Trade License No.
 (Attach attested Copy)
7. PAN/GIR No. of the firm:
 (Attach attested Copy)
8. Photocopy of income tax returns for last three financial years 2015-16,2016-17
 &2017-18:
 (Attach attested Copy)
9. EPF Registration No. :.....
 (Attach attested Copy)
10. ESI Registration No. :.....
 (Attach attested Copy)
11. Professional Tax Registration No. :.....
 (Attach attested Copy)

Signature & Seal of bidder

ANNEXURE – II
(On Non-judicial stamp paper of Rs. 100)
UNDERTAKING

1. I, _____ Son/Daughter/Wife of Shri _____, Proprietor/Director/Authorised Signatory of the Agency/Firm, mentioned above, is competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. I/We not have been blacklisted by any Government Department/Autonomous Body or PSU Bodies under the Central/ State Govt. at any time. If anything to the contrary is subsequently found, the bid submitted will be cancelled and EMD/SECURITY DEPOSIT will be forfeited and legal proceedings initiated.

4. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Dated :

Place :

.....
Signature & Seal of bidder

Memo No. 38/1(8)/DD(A)/ATI/2019

Date: 5th February, 2019

Copy for information with a request to display this notice on the Office Notice Board is forwarded to :

1. The District Magistrate, 24 Paraganas (North), Barasat
2. The District Magistrate, 24 Paraganas (South), Alipore
3. The Executive Engineer, PWD(Civil), Bidhannagar West Division, Purta Bhawan,
4. The Executive Engineer, PWD(Electrical), Bidhannagar Electrical Division, Purta Bhawan
5. The SDO, Bidhannagar
6. Head Clerk, ATI
7. Smt. Aparna Das, APO (IT) with a request to kindly upload the tender documents in the ATI Website.
8. The Store Keeper, ATI with a request to take effective measures for smooth completion of the NleT process.

Sd/-
Deputy Director (Administration),
ATI, West Bengal