



# THE ASIATIC SOCIETY

Founded in 1784

(An Institution of National Importance declared by an Act of Parliament)  
and

(An Autonomous Organization under Ministry of Culture, Government of India)

1, Park Street, Kolkata- 700016

Phone : 2229-0779, 2249-7250, 2229-7251, Fax: 033-2252-0600

Website: [www.asiaticsocietykolkata.org](http://www.asiaticsocietykolkata.org)



Ref. No: TASK/2023-24/NIT/006

Dated: 14.08.2023

## **TENDER NOTICE**

### **Sub: Tender for engagement of Agency for providing Cooking Services at the Asiatic Society, Kolkata**

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The Asiatic Society, Kolkata, a 240 years old centre for Asian studies, is an Institution of National Importance declared by an Act of Parliament and an Autonomous organization under Ministry of Culture, Government of India. The Asiatic Society, Kolkata invites sealed tenders under Two Bid Systems from reputed, resourceful and financially sound agencies capable of providing **Cooking Services** at Park Street premises of the Society for a period of two years from the date of contract.

2. Details of the service required and other terms and conditions relating to the award of contract are given in Annexure1.

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|---|---|--|
| ➤ Web advertisement for Tender            | : | <b>14.08.2023</b>                        |
| ➤ Last date of submission of Tender       | : | <b><u>13.09.2023 up to 15:00 hrs</u></b> |
| ➤ Opening of Technical Bid for evaluation | : | <b>14.09.2023 at 14:30 hrs</b>           |
| ➤ Opening of Price Bid                    | : | To be notified later                     |
| ➤ Earnest Money Deposit                   | : | <b>Rs.7,500 /-</b>                       |
| ➤ Security Deposit[ Interest free]        | : | <b>Rs. 15,000/-</b>                      |

3. Interested Service Providers can download the complete tender document with scope of work and terms & conditions from the website of The Asiatic Society, Kolkata i.e. [www.asiaticsocietykolkata.org](http://www.asiaticsocietykolkata.org). The tender documents will also be available at the e-Publishing portal of the Government of India i.e. <https://eprocure.gov.in/epublish/app>.

4. The interested and eligible Service Providers can submit the bids by utilizing the downloaded documents along with an Earnest Money Deposit of Rs. 7,500/- [Rupees Seven thousand five hundred ] only in the form of Demand Draft in favour of The Asiatic Society, payable at Kolkata. MSME enlisted vendors (SSI/NSIC registered) are exempted from payment of Earnest money deposit on submission of valid supporting documents along with the bid.

5. Bids are to be submitted in sealed cover, complete in all respects along with all necessary documents duly numbered to the Office of the General Secretary, The Asiatic Society, 1 Park Street, Kolkata-700016.
6. The Asiatic Society, Kolkata reserves the right to amend/cancel any of the terms and conditions in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason.
7. The Asiatic Society, Kolkata may disqualify the tenderers at any stage for any of the following reasons:
  - i. Non-fulfillment of essential qualification conditions
  - ii. Incomplete/part information/misinformation [without supporting proof]
  - iii. Exerting external influences

Sd/-  
General Secretary  
The Asiatic Society, Kolkata

**Scope of Work & General Instruction for Tenderers**

**1. Scope of the Work:**

- i. The selected Service Provider [Agency] shall provide Cooking services at Park Street premises of the Asiatic Society, Kolkata. The services will include cooking services and any other cooking related task as assigned by the Competent Authority of the Society.
  - ii. The number of personnel to be deployed by the Service Provider for the said services will be 01 [One].
  - iii. The duty timings of the personnel so deployed will be from 09:00 a.m. to 05:30 p.m. with a lunch break of 30 minutes [from 01:00 p.m. to 01:30 p.m.] from Monday to Friday and as may be called for duty on Saturdays/Sundays/Holidays.
2. The contract is likely to commence from 01.10.2023 and would continue for a period of two years. The period of the contract may be further extended for one more years subject to satisfactory performance by the selected Service Provider and if mutually agreed by both the parties. The Asiatic Society, Kolkata, however, reserves the right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
3. The Service Provider should have experience of providing similar services/manpower supply services to at least **Three** Departments of the Government of India/State Government/Statutory Bodies/Central Autonomous Bodies/PSUs/ Reputed Private Sectors during last **Five** years.
4. The Service Provider should have a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971.
5. The service provider should be registered with Income Tax and Goods and Service Tax authorities.
6. The turnover of the Service Provider during the last **Three financial years** should not be less than **Rupees Twenty Lakh per annum** from similar services/manpower supply services. The Service Provider should have earned profit during the last **Three** years.
7. The Service Provider should have an office in Kolkata / Kolkata UA.
8. The Service Provider shall submit an affidavit stating that the Service Provider is not / has not been blacklisted by Central/State Government/ any PSUs/Private Sector at any point of time.

9. If the Service Provider quotes NIL charges/ consideration, the Bid shall be treated as unresponsive and will not be considered.

**Non-compliance with any of the conditions mentioned in 3 to 9 above by the Service Provider will amount to non-eligibility for the service for which tender has been floated and its tender will be summarily rejected.**

## **General Terms and Conditions**

### **1. The Bid Documents:** The Bid Documents include:

- Tender Notice
- Scope of Work and General Instruction for Tenderers
- General Terms and Conditions
- Technical Bid Form
- Financial Bid Form

Bidders are expected to examine all instructions, forms, terms and conditions in the Bid documents. Failure to furnish all information required as per the Bid documents or submission of bids not substantially responsive to the Bid documents in every respect will be at the bidder's risk and may result in rejection of the bid.

### **2. Clarification and Amendment of Bid Document**

- a. Bidders requiring any clarification on the Bid Documents shall notify the Society by e-mail [tender-ask@asiaticsocietykolkata.nic.in](mailto:tender-ask@asiaticsocietykolkata.nic.in) at least ten [10] days before the deadline for submission of bids.
- b. The Society shall respond by email to any request for the clarification of the Bid Documents which it receives not later than ten [10] days before the deadline for submission of bids.
- c. At any time till ten [10] days before the deadline for submission of bids, the Society may, for any reason, whether on own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document by amendment.
- d. The amendments made as above shall form part of the Bid document and will be treated as amendment to the Bid document.
- e. All amendments made in the document would be published in the website of the Society [www.asiaticsocietykolkata.org](http://www.asiaticsocietykolkata.org),
- f. Bidders are also advised to visit the aforementioned website on a regular basis for updates.
- g. The Society also reserves the right to amend the dates mentioned in cover page for the bid process.

### **3. Submission of Bid:**

- a. The bid shall consist of two parts: i] Technical Bid and ii] Price Bid. Both the bids are to be placed in two separate sealed envelopes (clearly superscribing 'Technical Bid' and 'Price Bid') which in turn are to be placed in a sealed covers superscribing with "Tender for Cooking Services in the Asiatic Society, Kolkata" at the top of the envelop. The bids of all the bidders whose Price Bid is not in a separate sealed envelope shall be rejected forth with.

- b. The bid document shall be clearly and legibly written and each page must be signed by the authorized signatory of the bidder and seal affixed. Erasing, over writing or any kind of correction in the bid document shall not be allowed.
- c. The Price bids of only those bidders shall be opened whose Technical bids are found to be eligible while the disqualified bidders' Price Bid shall be returned unopened.
- d. In the Price Bid, the Minimum Wages, EPF and ESI on Minimum Wages are predetermined based on the current rates applicable under the respective statutes/orders. The bidders shall quote only the Service Charges as a percentage of the total of the three predetermined components which will added up to arrive at the final quoted rate. While quoting the Service Charges, the bidders should factor in any other obligatory charges that might be payable by the bidders to the deployed personnel.
- e. Late/delayed bids due to any reason, whatsoever will not be accepted /considered, at all, under any circumstances.

#### **4. Earnest Money Deposit:**

- a. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of **Rs. 7,500/-** [Rupees seven thousand five hundred] only in the form of Demand Draft drawn in favour of The Asiatic Society, payable at Kolkata failing which the tender shall be rejected outrightly. The EMD should be submitted in a separate sealed envelope along with the Technical Bid.
- b. **Bidders registered under 'Micro & Small Enterprises Act' (MSE) are exempted from submission of Earnest Money Deposit.** Exempted bidders should furnish a valid certificate issued by any approved body of 'Ministry of Micro, Small & Medium Enterprises' (MSME) such as 'National Small Industries Corporation' (NSIC) or 'District Industries Centre' (DIC) for EMD exemption.
- c. The EMD of all unsuccessful bidders shall be returned to them without any interest after awarding the work to the successful bidder and entering into the contract.
- d. The EMD will be forfeited and the bidder will be black listed or debarred at the discretion of the Society:
  - (i) If the bidder withdraws his bid after the bids have been opened.
  - (ii) If the bidder fails to execute the Agreement or fails to remit the required security deposit within seven [7] days of being called upon to do so.

Further, if the Service Provider fails to deploy manpower against the initial requirement within seven days from the date of placing work order, the EMD shall stand forfeited without further notice.

- 5. **Validity of Bid:** The bid should be valid for a minimum period of ninety days from the date of the opening of bids.

6. **Period of Contract:** The initial contract will be for a period of two years from the date of contract. The period of the contract may be further extended for one more years subject to satisfactory performance by the selected Service Provider and if mutually agreed by both the parties. The Asiatic Society, Kolkata, however, reserves the right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.

7. **Signing of Contract Agreement:** The selected Service Provider shall execute an agreement for the fulfillment of the contract on a Non Judicial stamp paper of Rs. 100/- within seven (7) days from the date of issue of the work order.

8. **Security Deposit:**

- a. The selected Service Provider shall within seven [7] days from the date of issue of the Work Order have to furnish Security Deposit (interest free) of **Rs. 15,000/-** (Rupees fifteen thousand only) in the form of Demand Draft drawn in favour of The Asiatic Society, payable at Kolkata which will be retained by the Society for a period of 60 [sixty] days beyond the date of completion of the Agreement entered into with the Service Provider. The Earnest Money of the successful bidder may be refunded or adjusted against the Security Deposit.
- b. Failure by the Service Provider to comply with any statutory requirements and/or terms of agreement during the period of contract shall result in termination of contract and subsequent disqualification for participation in any future tender in the Society. The security deposit will also be forfeited.

9. **Payment Terms:**

- a. The standard terms of payment are within 30 days from the date of submission of bills in triplicate along with performance certificate certified by the competent authority of The Asiatic Society.
- b. The payment shall be made on conclusion of the calendar month only on the basis of duties performed by the person during the month.
- c. The payment shall be made through RTGS/NEFT.
- d. The Income Tax and other statutory deductions, as applicable will be deducted from the payment.
- e. No advance payment will be made.

10. **Payment of salary by Service Provider:** The Service Provider shall ensure that the salary to the person so employed is made by 7<sup>th</sup> day of the succeeding month. The payments shall be made only by way of bank transfer. The Service Provider should be paying Minimum Wages to the person so employed at the rate prescribed by the Govt. of India from time to time and after making all statutory deductions.

11. **Security Considerations:** The person deployed by the Service Provider should not have any Police record/criminal cases against him. The agency should make adequate enquiries about the character and

antecedents of the person whom they are recommending.

12. The Service Provider will provide to the Society the detailed particular of the personnel so deployed with permanent and present address along with his latest photograph.
13. The cooking personnel should be citizen of India. He/she should possess requisite skill, proficiency, experience etc. to carry out the job assigned. The cooking personnel should be between age group of 20 years to 50 years. He should be present in smart discipline and follow all the rules and regulations of the Society. He should be available on duty as per duty schedule strictly and extend courtesy to all officials in the Society.
14. The person so deployed should be dressed in neat & clean uniform and should always carry a Photo Identification Card issued by the Service Provider.
15. The Service Provider shall be responsible for all acts of commission and omission on the part of the manpower engaged for the purpose. The Society shall not be responsible in any manner, whatsoever, in matters of injury/death/health etc. of the Service Provider's employee performing duties under the contract.
16. The Service Provider shall replace within twenty-four hours the personnel so deployed, if he/she is unacceptable to the Society because of security risk, incompetence, conflict of interest and breach of confidentiality or frequent absence from duty/misconduct on the part of the manpower supplied by the Service Provider, upon receiving written notice from the Society. Notwithstanding above, the Society has the right to ask to change/replace the personnel at any point of time without assigning any reason.
17. The Service Provider shall be responsible for any damages done to the property of the Society by the personnel so employed. The Society will be free to recover it from the security deposit given by the Service Provider or from any other dues.
18. The Service Provider's personnel shall not have any right to claim any benefit/compensation/absorption/regularization of services with the Society under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the Service Provider to this office.
19. The Service Provider shall not assign, transfer, pledge or sub-contract the performance or service without the prior written consent of The Asiatic Society.
20. The Service Provider shall be responsible for compliance of all statutory provisions relating to Minimum wages, Provident Fund, Workmen's Compensation, and Employees State Insurance etc. if applicable in



respect of the persons deployed by it in the Asiatic Society, Kolkata. The Asiatic Society, Kolkata shall have no liability in this regard. The Service Provider shall furnish a certificate in each month that all statutory requirements have been fulfilled along with the bills for payment.

- 21. Penalty Clause:** The service provider shall send the requisite number of person within stipulated time after requisition from the Society. In emergent cases, such as the person deployed falls sick or is not able to attend the office for the reason beyond his control continuously for more than 3 days, the Service Provider shall deploy a suitable substitute. If the service provider fails to deploy requisite number of person due to default on his part or fails to send the substitute, without prejudice to any other right or remedy available under the law to the Society on account of such breach, pro-rata recovery along with penalty @1% of the total wage bill (excluding taxes) of that month will be imposed. The quantum of recovery will be decided by Competent Authority in the Society, which will be final and binding on the Service Provider.
- 22. Force Majeure:** If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any War, or Hostility, Acts of the public enemy, Civil commotion, Sabotage, Fires, Floods, Explosions, Epidemics, Quarantine Restrictions, Strikes, Lockouts or Act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries 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 Society as to whether the works have been 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.
- 23.** Any dispute/difference arising out of or relating to this agreement including interpretation of its terms will be resolved through joint discussions of the concerned parties. However, if disputes are not resolved by joint discussions, then the matter will be referred to arbitration as per the provisions of Arbitration Act, 1940, where the General Secretary, The Asiatic Society, Kolkata or his nominee will be the Sole Arbitrator.
- 24.** The Asiatic Society, Kolkata reserves the right to terminate the contract at any point of time after giving a week's notice to the contracting Service Provider.
- 25.** All disputes are subject to the jurisdiction of Courts in Kolkata.

# THE ASIATIC SOCIETY

1, Park Street, Kolkata- 700016

Phone: 2229-0779, 2249-7250, 2229-7251, Fax: 033-2217-2355

Ref No: TASK/2023-24/NIT/006

Dated: 14.08.2023

## **Part I: TECHNICAL BID**

(to be submitted in a separate sealed envelope)

### **Application for providing Cooking Services at The Asiatic Society, Kolkata**

1. Name of the Service Provider :
2. Constitution of the Service Provider :
3. Registration No [If any] :
4. Name of the Proprietor/Director/Partner :
5. Complete office address :
6. Telephone Number :
7. E-mail address :
8. Permanent Account Number [PAN] :
9. GSTN :
10. Details of ESIC & EPF Registration :
11. Profession Tax Registration No :
12. Details of Current Trade License :
13. Contract Labour Act License No & Validity :
14. Details of valid License issued from the  
respective State Controlling Authority :
15. Details of Registration under the Shops  
& Establishment Act :

16. Affidavit stating that the Service Provider is / has not been black listed by Central Government Departments/State Government/Statutory bodies/ Autonomous bodies/ PSUs /Private Sector at any point of time. :

17. Financial Turnover & profit of the Service Provider during last 3 Financial Years

Financial Year	Turnover [Rs in lakhs]	Profit [Rs in Lakhs]
2019-20		
2020-11		
2021-22		

18. Details of experience in last Five years in providing Cooking Services/manpower supply services to the Departments of the Government of India/State Government/ Statutory Bodies/Central Autonomous Bodies/PSUs/Reputed Private Sectors:

Sl. No      Name & Address of the Organization      Period of operation      Remarks

[TO BE PROVIDED IN A SEPARATE SHEET]

19. Details of Earnest money:

DD No	Date	Name of Bank & branch	Amount
			<b>Rs 7,500/-</b>

20. Declaration:

I, .....Son/Daughter/Wife of Shri .....  
 .....Proprietor/Director, authorized signatory of the Service Provider, mentioned above, is competent to sign this declaration and execute this tender document;

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

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.

Date :

Signature of the authorized person with seal

Place:

The tendering Service Provider is required to enclose photocopies of the following documents along with the Technical Bid, failing which their bids shall be summarily/ outrightly rejected and will not be considered any further:

- a. Registration Number & Certificate of Incorporation (if applicable)
- b. Trade License
- c. PAN
- d. GSTN
- e. EPF/ PF Account Number
- f. ESI Registration Number
- g. P- Tax Registration Number
- h. Contract Labour License
- i. Registration under the Shops & Establishment Act
- j. List of similar assignments provided to the Departments of the Government of India /Statutory Bodies/Central Autonomous Bodies/PSUs/Reputed Private Sectors during the last Five years by the Service Provider in last Five years with documentary evidence like Work Order, Work Competition Certificate
- l. Audited accounts for 2019-20, 2020-21 & 2021-22
- m. Affidavit stating that the Service Provider is / has not been black listed by Central Government Departments/State Government/Statutory bodies/ Autonomous bodies/PSUs /Private Sector at any point of time.

The tendering Service Provider is required to put his/her signature on each page of the Technical Bid.

# THE ASIATIC SOCIETY

1, Park Street, Kolkata- 700016

Phone: 2229-0779, 2249-7250, 2229-7251, Fax: 033-2217-2355

## Part II (Financial Bid)

(to be submitted in a separate sealed envelope)

The General Secretary

The Asiatic Society

1 Park Street, Kolkata-700016

Dear Sir

Sub: Tender for Selection of Cooking Service Provider for The Asiatic Society, Kolkata

Ref: Tender Notice No TASK/2023-24/NIT/006 dated 14.08.2023

Having examined the Tender documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as required and outlined in the Tender for Selection of Cooking Service Provider.

2. To meet such requirements and to provide services as set out in the tender document, we attach hereto our response as required by the tender document, which constitutes our proposal.

3. We undertake, if our proposal is accepted, to adhere to the terms and conditions put forward in the tender and the agreement to be entered with The Asiatic Society, Kolkata.

4. If our proposal is accepted, we will submit a Security Deposit (interest free) of Rs. 15,000/- (Rupees fifteen thousand) only in the form of Demand Draft drawn in favour of The Asiatic Society, payable at Kolkata.

5. We agree for unconditional acceptance of all the terms & conditions set out in the tender document as also in the contract to be signed with The Asiatic Society, Kolkata for provision of cooking services.

6. We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to The Asiatic Society, Kolkata are true, accurate and complete.

### **Price Bid:**

<i><b>Rate per Person per Shift of eight hours</b></i>	<i><b>PF @ 13%</b></i>	<i><b>ESI @ 3.25%</b></i>	<i><b>Total</b></i>	<i><b>Service Charges in %</b></i>	<i><b>Service Charges in amount</b></i>	<i><b>GST</b></i>	<i><b>Grand Total</b></i>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D=A+B+C</b>	<b>E</b>	<b>F=D x E</b>	<b>G</b>	<b>H=D+F+G</b>
<b>Rs 897/-</b>	<b>Rs 117/-</b>	<b>Rs 29/-</b>	<b>Rs 1043/-</b>				

Date:

Place

Signature of the authorized person with seal