



SATYENDRA NATH BOSE NATIONAL CENTRE FOR BASIC SCIENCES
[An Autonomous Institute under Department of Science & Technology,
Government of India]

BLOCK JD, SECTOR III, SALT LAKE, KOLKATA- 700 106

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Ref. SNB/ENQ/ADMIN/TECH.MANPOWER/2022-23/01

Dated: 13th January, 2023

NOTICE INVITING TENDER

The Satyendra Nath Bose National Centre for Basic Sciences, Kolkata – 700106 invites sealed tender from qualified and experienced Agencies based/having their liaison office at Kolkata in two parts (separately superscribed as “Technical bid” and “Financial bid”) which should be enclosed in a single big envelope mentioning the tender reference no. on top in the name of Registrar, S. N. Bose National Centre for Basic Sciences, Block JD, Sector III, Salt lake City, Kolkata – 700 106. The detailed technical specification with terms & conditions can be obtained from the website: <https://eprocure.gov.in/epublish/app> or click at SNBNCBS@CPPP with <http://newweb.bose.res.in/InfoAnnouncements/Tender.jsp>. The sealed tenders must reach this office within 02nd February, 2023.

Name of Work
NOTICE INVITING TENDER FOR SUPPLYING OF MANPOWER

The bidders are requested to visit <https://eprocure.gov.in/epublish/app> or click at SNBNCBS@CPPP within www.bose.res.in to participate in the Tender.

Schedule of Dates for Tender participation.

Sl. No.	Activity	Date & Time
01	Publication Date	13 th January, 2023 - 3:00 p.m.
02	Document Download Start Date	14 th January, 2023 - 3:00 p.m.
03	Pre-Bid Meeting on	20 th January, 2023 - 11:00 a.m. to 12:30 p.m.
04	Bid Submission Start Date	23 rd January, 2023 - 11:00 a.m.
05	Bid Submission End Date	02 nd February, 2023 - 5:30 p.m.
06	Technical Bid Opening Date	06 th February, 2023
07	Financial Bid Opening Date	Will be declared later.

Note:

I. The Centre reserves the right not to open the Technical Bid if sufficient number of valid offers is not received.

II. The Centre will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the Tenders received and to place order to one or more firms without assigning any reasons thereof. The notification of award of contract will make in writing to the successful tenderer by the Centre.

III. All updates/corrigendum/amendment will be uploaded at Centre’s Website and CPP portal. Prospective Bidders are requested to browse through Centre’s website and CPP Portal regularly for any further amendments/extension etc.

Sd/-
Registrar
SNBNCBS

TERMS AND CONDITIONS OF THE TENDER & GENERAL INFORMATION

Please read carefully before filling up the Tender Document. Incomplete Tenders will be rejected.

Qualification of the bidder:

The bidder or bidder(s), in the stature of a private limited company/ partnership or proprietary firm, provide **Manpower in different category.**

The average annual turnover of the bidder shall not be less than Rs. 50 lakhs per annum during the last three years.

The bidder should be Trade License holder as Manpower supplier agency.

The bidder preferably should have an experience in serving Academic Institution.

Specific Terms & Conditions:

- The quotation should include an Earnest money (EMD) for Rs26,000/- (Rupees Twenty-six Thousand) only in the form of Demand Draft in favour of “S. N. Bose National Centre for Basic Sciences”, payable at Kolkata. Bid without EMD will not be considered and shall be rejected. EMD should be submitted along with the Technical Bid. EMD is exempted only against submission of valid & relevant MSME certificate.
- Attached herewith Annexure – I (CHECKLIST FOR TECHNICAL BID) and Annexure – II (Financial Bid). The Annexures should be filled, duly sealed and signed by the bidder and submitted in two separate envelopes along with required documents. Offer received without any of the relevant information / certificate / document asked as per “Annexure I & II” may not be considered for further evaluation.
- The Centre reserves the right to accept or reject offer of the tenderer without assigning any reason thereof. The Centre’s decision shall be final and binding on the tenderer.
- The agency should preferably be Kolkata based or should have a well-established administrative set-up in Kolkata (Trade Licence) has to be issued by Kolkata Municipal Corporation (KMC) or principal place of business, as detailed in GST Act.

GENERAL TERMS AND CONDITIONS

The Centre desires to engage an Outsourcing Agency/Company as Manpower Agency to supply manpower through the process of tendering on annual basis for the year 2023-2024 with the following General Terms and Conditions:

1. The contract shall remain valid for a period of one year from the date of award of the work order unless otherwise terminated. However, contract may be extended on mutual consent after a period of one year on satisfactory performance of the contract on the same rate.
2. Place where services to be provided is at S. N. Bose National Centre for Basic Sciences, JD Block, Sector-III, Salt Lake City, Kolkata - 700 106.
3. The scope of work shall cover daily operation and all routine/specialized work in various departments / divisions of the Centre.
4. The employees of agency would work 6 days a week except Sundays. The deployed personnel of the agency will be allowed to avail the gazetted holidays declared by the Centre from time to time, subject to approval of the Competent Authority.

5. The agency must not deploy any personnel less than 18 years and beyond 60 years. If at any stage, violation of the same is noticed, the service charges paid for such personnel will be recovered from the agency with penal interest as deemed fit by the Competent Authority of the Centre from service charges of the agency and/or the due service charges for such personnel will not be released by the Centre.
6. The offers shall remain valid for a period of 120 days. The period starts from the date of closing of tender submission.
7. **Deployment of Staff**
 - i. The agency shall provide the manpower strictly as per requirement of the Centre within the stipulated period as prescribed by the Centre. The agency's overall responsibility will be pertaining to supply of manpower having respective qualification & experiences as per Centre's requirement (separately placed at Sl. No.08). The agency will ensure due discharge of assigned duties of the said manpower to the satisfaction of the Centre. The Centre reserves the right to ask and require the agency to remove any manpower deployed by the agency, without assigning any reason/notice therefore. The agency will not withdraw any manpower provided by it during this contract without the consent of the Centre and will provide an immediate suitable replacement in case of any withdrawal.
 - ii. The Contractor shall Recruit / Deploy / Depute Trained, Qualified and Experienced personnel as per the requirement by the Centre which may increase or decrease as per the requirement of the Centre.
 - iii. The employees of the Contractor has to work as per the directives/instructions given to the contractor in this regard. The contractor has to ensure these are strictly adhered to.
 - iv. The manpower proposed to be deployed by the Contractor shall be subject to ascertaining their antecedents, checking and suitability of their skills. Before deploying a person in the Centre the contractor shall furnish complete particulars and obtain written approval of the designated officer of the Centre.
 - v. The agency shall be fully responsible for any kind of accident / mishap to their staff as well as to any loss to machine while attending the complaints or at work in the Centre's premises.
 - vi. The contractor shall be responsible for the good conduct and behavior of the Employees of Contractor. If any of the Employees of Contractor is found misbehaving with the supervisory staff or any other staff member/student of the Centre, the Contractor shall, on receipt of instructions of the Competent Authority or any other Officer designated by the Competent Authority in this regard, replace such employees of the Contractor without asking for any reasons. The Contractor shall issue necessary instruction to the Contractor's employees to act upon the instructions given by the supervisory Staff.
 - vii. The Agency will only charge the Service Charge on consolidated pay.
 - viii. The Agency will pay EPF, ESI and Bonus etc. to the deployed manpower as per labour ministry's provision.
 - ix. The Agency shall submit by 1st of every month to the Registrar, SNBNCBS a true statement, of the followings, in respect of preceding month.
 - a) No. of workers employed by him.
 - b) Their working hours.
 - c) The wages paid to workers / acquaintance.
 - d) Any other related information asked by the Centre.

- x. All the employees will have to be covered under insurance against any personal accident and the Centre will not be liable for payment of any compensation on that account.
- xi. If any claim arises from any of the employees of contractor deployed at the Centre, such claims are to be dealt with solely by the contractor on his own and at his cost. The Centre shall not be responsible or does not have any obligation either for dealing such claims or for the cost of dealing or setting such claims.
- xii. The agency shall issue Identity Card to all of its employees within 15 days from the date of signing the contract failing which a suitable penalty (Rs. 2000/- minimum) may be imposed by Competent Authority.
- xiii. All the persons deployed by the Agency at the Centre site will have to carry Identity Cards. Agency also submit the bio-data of the employees to be deployed by them. Any negligence/offence on their part will attract immediate removal from site.
- xiv. Manpower deployed by the Agency at the Centre site for carrying out contracted works is strictly prohibited being associated with any other works in the campus.
- xv. The Contractor's employees will remain the employees of Contractor and no right much less a legal right shall vest in the Contractor's employees to claim or have employment or otherwise seek absorption or claim the benefits and /or emoluments that may be permissible or paid to the employees of SNBNCBS.

8. Standard/Benchmark for the services sought are as under :

Sl. No.	Manpower position	Number of manpower	Monthly Emoluments (Rs.)	Upper Age limit	Eligibility Criteria
1.	Project Associate – II	02 (Two)	Rs.35,500/-	35 years	<p>Qualification : M.Sc with Physis or applied Physics as one of the subjects or B.Tech in Electrical, Electronics, Instrumentation and Mechanical branches from recognized college/institution/university. Knowledge in computerized instruments is essential. Minimum marks in qualifying degree should be at least 60%.</p> <p>Experience (Desirable) : Around 3 (three) years in operating at least one or more instruments viz., Vibrating Sample Magnetometer (VSM), X-Ray Diffractometer (XRD), High Resolution Transmission Electron Microscope (HRTEM), Environmental Scanning Electron Microscope (ESEM), Spectroscopic Ellipsometer (Ellipsom), Atomic Force Microscopy (AFM), Thermo Gravimetry/Differential Thermal Analyzer (TG/DTA),</p>

Sl. No.	Manpower position	Number of manpower	Monthly Emoluments (Rs.)	Upper Age limit	Eligibility Criteria
					Dynamic Light Scattering (DLS), Pulsed Laser Deposition Unit (PLD), handling clean room instruments and laboratory based equipment, handling chillers and motors.
2.	Project Associate – II	01 (one)	Rs.35,500/-	35 years	<p>Qualification : B.E./B.Tech/ M.Tech in Computer Science or Master's Degree in Computer Applications (MCA) / MSc in Computer Science / Information Technology / PGDCA or equivalent from a reputed Institution / University. Minimum marks in qualifying degree should be at least 60%.</p> <p>Experience : Minimum 2 (two) year of hands-on experience in designing responsive and dynamic web application development (JavaScript, jQuery, Ajax, JSON, HTML, HTML5, CSS3, Bootstrap etc.) in Linux/Windows environment with knowledge of Linux system administration and basic knowledge in the following fields:</p> <p>(1) Network, firewall management and troubleshooting.</p> <p>(2) DHCP, DNS, Email and Web Server hosting.</p> <p>(3) Web and network security etc.</p>

9. Payment Terms

- i. Generally payment shall be made on monthly basis within 15 working days after submission of bills. However, in case of delay in any particular month due to any valid reasons, the contractor should ensure that the payment to his employees is made in time. The contractor should ensure that payment to his employees is to be made by 4th of every month without linking to payment receivable from SNBNCBS.
- ii. The payment shall only be released on confirmation of disbursement of salaries and other allowances to his employees on or before 4th of every month deployed at site by the agency.
- iii. The agency will have to enclose the copies of PF, ESI, GST return periodically and other tax challans of previous months along with the acquittance roll for the concerned month for releasing the payment of current month. The amount should contain the details on individual names of his employees. SNBNCBS may ask the contractor for producing the originals of any documents for verification. If there is any variation, payment will not be released.

- iv. Refundable Security Deposit @ 3 % of the monthly bill amount will be recovered by the Centre from the bill of each month. The above security deposit shall be refunded without interest after the satisfactory completion of the contract. Any deviation from any clauses as mentioned in the entire tender document will attract penal provisions and security deposit will be forfeited.
- v. All payments will be subject to deduction of Income Tax at source as per IT Act and IT Rules.
- vi. The Centre shall not be responsible for any payment in connection with the obligation of the Contractor in respect of any Agreement entered into by the Contractor of which the Centre is not a party.
- vii. The Contractor is required to pay the wages / salary of their deployed staff through digital / ECS payment mode. The contractor is also required to submit along with the monthly bills the last month's payment / disbursement of wages details along with ESI and EPF paid statements.

10. Damage Caused to Centre

In case of any damage caused to the institution due to negligence, carelessness or inefficiency of staff of the agency the agency shall be responsible to make good the loss. Decision of the Director, SNBNCBS shall be final and binding on the agency.

The above condition along with other conditions as included in other clauses shall be applicable on the contract in combined manner. In absence of regular manpower, the agency will make alternative arrangement for substitute and without any extra claim.

11. Penalty for failure to render the service.

In the event of Contractor's failure to execute the entrusted work satisfactorily, the Centre shall have right to impose penalty on the contractor as decided by the Competent Authority. The decision of the Competent Authority will be final. The difference of cost incurred by the Centre thereby shall be recovered from the Contractor's unpaid bills.

12. Labour Laws

- i. The Agency shall abide by all the rules and regulations related to labour laws, accidents, workmen compensation act, workmen insurance, ESI, PF, etc. This will be the sole responsibility of the agency. SNBNCBS, will not be a party at any stage in any of the disputes relating to the above. In case, any liability arises due to non-conformance by the agency, under no circumstances SNBNCBS will be liable for the same.
- ii. Contractor shall abide by all applicable, and shall adopt all required welfare measure for the Employees of Contractor and discharge all other obligations concerning thereto. The Contractor shall furnish adequate proof to SNBNCBS in this regard. It is again clarified that all such responsibilities and obligations, whether specified herein or not, shall be the exclusive responsibility and obligations of the Contractor, and SNBNCBS shall not be held liable for such responsibilities / obligations in any manner what so ever.

13. Termination of Contract

The Director, SNBNCBS reserves the right to terminate the contract with an advance notice of 30 (thirty) days without assigning any reason. The contract can also be terminated at the request of agency, with an advance notice of three months failing, which, the agency is liable, to pay liquidated damages besides forfeiture of security deposit.

14. Force Majeure

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reason of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (herein after referred to “eventuality”), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be reason of such an eventuality be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non – performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such eventuality has come to an end or cease to exist. In case of any dispute, the decision of Director, SNBNCBS, 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 eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the SNBNCBS shall be at liberty to take over from the Agency at a price to be fixed by the SNBNCBS, which shall be final.

15. General line

Whenever under this contract any sum of money is recoverable from and payable by the agency, the Director, SNBNCBS shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the agency, if a security is taken from the agency. In the event of the security being insufficient or if no security has been taken from the agency, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the agency or which at any time thereafter may become due to the agency under this or any other contract with the SNBNCBS. If this sum is not sufficient to cover the full amount recoverable, the agency shall pay the SNBNCBS on demand the remaining balance due.

16. Sub-Contracting

The bidder cannot assign or transfer and sub-contract its interest/obligations under the contract without prior written permission of the SNBNCBS.

17. Arbitration

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before and after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of relating to the contract or breach thereof, shall be referred to sole arbitrator to be appointed by the Director of the Centre at the time of dispute.

It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration under the clause.

It is a term of the contract that the cost of arbitration will be borne by the parties themselves.

The venue of the arbitration shall be at KOLKATA.

Subject to as aforesaid the provisions of the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof rules make there under and for the time being in force shall apply to the arbitration proceedings under this clause.

18. Jurisdiction

The contract shall be governed by and constructed according to the law in force in India. The Contract shall be subject to the jurisdiction of the courts situated at Kolkata for the purpose of actions and any proceedings arising out of the contract and the courts at Kolkata only will have the jurisdiction to hear and decide such actions and proceedings.

19. Termination for Default

The SNBNCBS may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the agency, terminate this contract in whole or in part.

- a) If the agency fails to deliver any or all the services within the time period(s) specified in the contract, or any extension thereof granted by the SNBNCBS.
- b) If the agency fails to perform any other obligations under the contract and
- c) If the agency, in either of the above circumstances, does not remedy its failure within a period of 15 days (or such longer period as the SNBNCBS may authorize in writing) after receipt of the default notice from the SNBNCBS.
- d) Without any notice or on a notice period of maximum of 30 days.

In the event the SNBNCBS terminates the contract in whole or in part pursuant to above para, the SNBNCBS may hire an agency at the risk and cost of working agency under contract as SNBNCBS deems appropriate. However the agency shall continue the performance of the contract to the extent not terminated.

20. Right to Black List

SNBNCBS reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.



CHECKLIST FOR TECHNICAL BID

Sl. no.	Criteria	Submitted Yes/No
01	Name and Address of the Agency/ Company / Firm	
02	Registered Permanent Business Office address in Kolkata	
03	Status of Bidder including partners (Attach Documentary Proof)	
04	Bio-Data of key top Official (please attach)	
05	Financial Status of Bidder and / or his Associates including Annual Audited Accounts of Last 3 years i.e., 2019-20, 2020-2021 and 2021-2022 with ROC (Registrars of Companies) receipts duly authenticated by Chartered Accountant (Attach documentary Proof)	
06	Current list of clients with no. of personnel working in site (Attach documentary Proof)	
07	Name and value of the contract of Contractor's two (2) largest clients, to whom Contractor provides similar services	
08	ESI Registration no. (Attach a copy of the Registration Certificate)	
09	PF Registration No. (Attach a copy of the Pf Registration Letter)	
10	GST Registration No. (Attach a copy of the GST Registration Certificate)	
11	Copy of Trade License as Manpower supplier agency	
12	Income Tax Permanent Account No. (Attach documentary Proof) Income Tax Return for last 03(three) financial years	
13	Particulars of Earnest Money Deposit (DD No: & Date)	
14	Any other documentary evidence in respect of the eligibility criteria.	

Signature of the Contractor
or

Annexure - II

*** FINANCIAL BID ***

(This is the only document to be submitted in the Part-II envelope of the Financial Bid)
The following is to be filled up without any cutting/overwriting/inking/erasing etc.

Sl. No.	Particulars	Percentage in both word & figures (%)
01	Agency Service Charges on respective service category.	

The above quote by the bidder will be used to determine the L1

Signature of the bidder with date and seal

NOTE:

- 1) The Agency service charges are towards administration, execution and supervision/coordination of activities/any other expenses as per scope of work.
- 2) Lowest bidder will be decided based on percentage of service charge of the agency per month quoted in the Financial Bid (Excluding Goods & Service Tax).
- 3) In case of percentage quoted by two or more agencies is same in Financial Bid, the lowest bidder will be decided on the basis of higher average number of manpower per month provided to Govt./PSUs/Autonomous Bodies during last 12 months.
- 4) The low quotes in Financial Bid at which it is not feasible according to the Centre to run the service, considering the present market price, will be summarily rejected also bidder will be disqualified for any negative percentage of quotation. In that case, the quotation of the next lowest bidder will be considered, if found reasonable.

Indemnity Bond

This Indemnity Bond is made by M/s..... through its
Authorised representative ShriS/o Shri
..... R/o
..... in favour of
S. N. Bose National Centre for Basic Sciences, Block – JD, Sector – III, Kolkata.

And whereas the executant have been awarded the tender for supply of various type of manpower at S.N. Bose National Centre for Basic Sciences, Block – JD, Sector – III, Kolkata.

And whereas for the purpose of deployment of manpower in various section of S.N. Bose National Centre for Basic Sciences is sanctioned by S.N. Bose National Centre for Basic Sciences, as manpower supply contract, till the completion of the period.

And whereas all the expenditure shall be borne M/s And shall be paid by S.N. Bose National Centre for Basic Sciences on verification of Bill submitted by Agency.

And whereas M/s Shall pay the salary to his employees as per the structure agreed by S.N. Bose National Centre for Basic Sciences.

And whereas M/s indemnify to the S.N. Bose National Centre for Basic Sciences against all the risks, losses, claims, damages, on account of supply of manpower.

And whereas the executant shall abide by all the rules – regulations and directions of S.N. Bose National Centre for Basic Sciences.

In witness whereof this Indemnity Bond is made at On this
..... , by the Executant in the presence of the following witness.

Witness:

1.

EXECUTANT

2.