

ERNET India

(An Autonomous Scientific Society under Department of Electronics & Information Technology)

10th floor, Jeevan Prakash Building, K.G. Marg,

New Delhi- 100 001

(Ph. No. 24364701: FAX No. 24392043)

Dated: 13.10.2014

Due Date: 03.11.2014 (3.00p.m.)

Opening of Bids: 03.11.2014 (3.30p.m.)

Pre-bid Meeting: 20.10.2014 (3.30p.m.)

Tender Document

Subject: Engagement of an Outsourcing Agency to provide Technical Manpower reg.

Sir,

ERNET India, an autonomous scientific Society under Department of Electronics & Information Technology, M/o Communications & Information Technology, has been set up with the main objectives of developing, setting up and operating a nationwide state-of-art Computer Communication infrastructure, to undertake and promote education, research development, training and standardization in the area of computer networking and information technology and to develop options for consideration of the Government for development of information infrastructure and computer networking in the country.

ERNET India intends to engage Outsourcing Agency to provide Technical manpower as per Annexure-I. The engagement will be initially for a period of one year from the date of first work order extendable for further period of two years on year to year basis. Total no. of persons to be engaged shall be as per details provided in Annexure-I.

2. **MANPOWER REQUIREMENT:** The detailed manpower requirement for Technical manpower is given at Annexure-I.

3. **PRICING FORMAT:** The price must be quoted in the format prescribed at Annexure-II. Price comparison will be done on the basis of grand total of Col E of Annexure II.

4. Quotations should be submitted in two separate covers. **First cover** indicating "**COVER FOR QUALFYING CRITERIA/TECHNICAL BID**" should consist Earnest Money Deposit of Rs. 2,00,000/- (Two lakh). This cover should also contain documents as mentioned in qualifying conditions for bidders (*as mentioned in para 10 of this document*). **Second cover** indicating "**COVER FOR PRICE BID**" should consist charges for manpower on monthly basis as per prescribed pricing format (Annexure-II). Both the covers should be sealed separately and kept in a single bigger sealed cover. This bigger sealed cover addressed by name to the officer signing this tender, shall be put in the tender box kept at ERNET reception by the due date/time. Tender can also be sent by post/courier. ERNET India shall not be responsible for non/late receipt of Tender.

5. The EMD shall be submitted in the form of Demand Draft/ Bank Guarantee/EMD fixed Deposit. Bank Guarantee shall be valid for the minimum period of 225 days from the original due date of bid submission and shall be in the name of ERNET India issued by any scheduled Commercial Bank. EMDs of unsuccessful Bidders shall be returned (without any interest), EMD fixed Deposit will be returned as it is after finalization of tender process. EMD of successful bidder will be returned after submission of Performance Bank Guarantee as per para 6 below. EMD shall be forfeited in case the bidder withdraws the tender after tender opening during the period of the Tender validity

6. The successful bidder would be required to furnish a Performance Bank Gurantee amounting to Rs. 10,00,000/- towards performance security , drawn on any scheduled Commercial Bank in favour of ERNET India valid for contract period plus claim period of three months. This Performance Bank Guarantee shall be submitted within two weeks of issue of work order failing which EMD will

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be forfeited. This can also be invoked in case of substantial violation of Tender/Work Order terms during the contract period

7. The Bidder should also agree/comply with the following:

- (i) The Bidder agrees to the terms & conditions for engagement as per Annexure-III.
- (ii) The Bidder shall be able to take over the work within one month of Work Order.
- (iii) The Bidder shall ensure continuity in manpower deployment even if some of the person already deployed leave without any advance notice/information.

8. Bids should be submitted in a sealed cover and should bear the inscription

"Bids for Outsourcing Agency to provide Technical Manpower

"Tender enquiry No. : EI-D-P&A021/11/2014-PD dated 13.10.2014.

"Due Date & Time: 03.11.2014 (3.00 P.M.)

The Bids must reach ERNET India office and put in the tender box on or before the due date, i.e., on 03.11.2014 by 3.00 p.m. Bids received after the due date & time shall be rejected. In the event of due date being a closed holiday or declared Holiday for Central Government offices, the due date for submission of the bids will be the following working day at the appointed time & venue.

9. PRE-BID MEETING / QUERIES OF BIDDERS/ AMENDMENT IN THE TENDER DOCUMENT

There shall be a pre-bid meeting in ERNET India, Jeevan Prakash Building, 25 K.G Marg, New Delhi-110001 ON 20.10.2014 AT 11A.M. to clarify any queries of the bidders and to share any additional inputs from the bidders. The Bidders shall be required to submit its queries before the pre-bid Meeting.

9.1 At any time prior to deadline for submission of Bid, ERNET India may for any reason whatsoever, modify the Tender. ERNET response to the queries of bidders as deliberated in the pre-bid meeting and any additional modifications in the tender document will be uploaded on ERNET Website/CPPP on 23.10.2014. The prospective Bidders must refer the website/CPPP to know the amendments through website and such amendments shall be binding for compliance.

10. QUALIFYING CONDITIONS FOR BIDDERS:

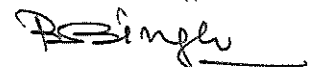
- i) The bidder should have been in existence for minimum of five year preceding Financial year 2013-14 in providing similar technical manpower to Govt. Institutions/PSUs Organizations/ISPs/PSU Banks etc. Documentary proof should be enclosed.
- ii) Eligible Bidder shall be a company/firm having their registered office in India and must be incorporated or registered under any of the following Acts - the Indian Companies Act, 1956 or The Partnership Act, 1932.
- iii) The minimum annual average Turnover of the Bidder for supply of Manpower Services for the last Three (3) years i.e FY 2011-12, 2012-13 and 2013-14 should be Rupees Five Cr and should be profit making in last 3 years. As a documentary proof bidder should submit audited financial statements along with a practising CA certificate certifying annual turnover and profit for each year and calculating average of turnover for 3 years.
- iv) The bidder should have deployed at least 10 persons in respect of each category of staff or similar staff as per Annexure-I to any govt. Institutions/ PSUs/Autonomous Organizations/PSU banks during the last five years. Documentary proof for the same should be enclosed. A certificate of satisfactory services provided by the bidder must also be enclosed duly issued by the concerned Institution/ organization
- v) The bidder should have Valid PAN,/Service Tax, ESI, PF etc. and should have a valid license under The Contract Labour (Regulation and Abolition) Act, 1970 (proof in this regard should be attached).

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- vi) The bidder shall submit an undertaking on its letter head that he will abide by all the contractual obligations like Provident Fund, ESI, registration as applicable under the law.
 - vii) The bidder should not have been blacklisted or debarred by any Government Organization/PSU etc. Bidder should furnish an undertaking to this effect on its letter head duly signed by authorized person of the firm/company.
 - viii) The bidder should have its offices in Delhi/NCR.. However manpower services may also be needed anywhere in India.
 - ix) A certificate that the requirement of ERNET India has been understood and manpower will be provided as per the requirement specified in Annexure I.
 - x) An undertaking by the agency of compliance of all the terms & conditions listed above should be placed in the Technical Bid, clearly mentioning that the agency / Contractor shall be liable for all Statutory Obligations and the ERNET India shall not be held liable for any obligation during and after the period of Contract/ work order.

NOTE:

- i) Consortium bidding to fulfil the eligibility criteria of this tender shall not be allowed at any stage.
 - ii) Any Govt. document to establish identification and signature of the authorized signatory. In case the bidder is company; then it should also enclosed a copy of the extract of minutes of meeting of the Board of Directors; empowering the person to sign and submit all documents, EMD and undertakings, etc.
 - iii) In case of Partnership firm, a copy of partnership deed alongwith a letter from the firm empowering/authorising one of the partner or delegation of authority in favour of any of the authorised signatory to sign & submit the tender.
11. ERNET India reserves the right to accept or reject any bid or cancel the tender proceedings without assigning any reason whatsoever. ERNET India may waive any minor informity or non-conformity or irregularity in a bid or may seek any clarification on the bids submitted by the bidder. The decision in this regard shall be taken by the concerned evaluation committees & their decision will be final.
12. Rates quoted by the bidder shall be final and no negotiation will be held. However, it would be subject to the discretion of the Competent Authority in ERNET India.
13. Bids shall be valid for a period of 180 days from the date of submission.

Yours faithfully,



(Bhupal Singh)
Registrar & CPO

Requirement for Technical Manpower**Annexure- I****Table-1:**
For Sr. Project Engineers

1.	Qualification	(i) M.E/ M.Tech in electronics/ IT/computer/ communication with 60% marks with 2 years' post qualification experience OR (ii) B.E./ B.Tech in electronics/ IT/ computer /communication with 60% marks with 5 years' post qualification experience (iii) MCA with 60% marks with 5 years' post qualification experience
2	Experience	<u>Experience in any one of the following areas:</u> a) Portal/Software Development etc. b)Networking, LAN/WAN Maintenance etc. c)DBA in Mysql / MSSql / Oracle etc. d)IPv6 network analysis & deployment etc. e)Voice & Video communication using SIP technologies etc. f)Wi-fi deployment and management using RADIUS g) Campus network deployment using LINUX firewall, proxy, RADIUS, syslog, email. DNS & Webservers, Windows NT Server 2012 etc. h) Deploying and managing virtualized technology on Microsoft or Linux or VMware i) Cloud Computing k) VSAT l) Information Security
3.	Salary & Provident Fund	Rs. 35,000/- pm + EPF
4.	Place of deployment	Anywhere in India
5.	No. of person required	5 (which may vary as per requirement)
6.	Duties to be attended	To provide technical support to various ongoing/ future projects and at ERNET PoP/ ERNET Offices/Project sites as the case may be.
7.	Annual Increment	5%

For Project Engineers

1.	Qualification	(i) M.E/ M.Tech in electronics/ IT/computer /communication with 60% marks (ii) B.E./ B.Tech in electronics/ IT/ computer /communication with 60% marks with 1 year post qualification experience (iii) MCA with 60% marks with 1 year post qualification experience
2	Experience	<u>Experience required in the following areas:</u> a) Portal/Software Development etc. b)Networking, LAN/WAN Maintenance etc. c)DBA in Mysql / MSSql / Oracle etc. d)IPv6 network analysis & deployment etc. e)Voice & Video communication using SIP technologies etc. f)Wi-fi deployment and management using RADIUS g) Campus network deployment using LINUX firewall, proxy, RADIUS, syslog, email. DNS & Webservers, Windows NT Server 2012 etc.

		h) Deploying and managing virtualized technology on Microsoft or Linux or VMware i) Cloud Computing k) VSAT l) Information Security
3.	Salary & Provident Fund	Rs.27,000/- pm + EPF
4.	Place of deployment	Anywhere in India
5.	No. of person required	20 (which may vary as per requirement)
6.	Duties to be attended	To provide technical support to various ongoing/ future projects and at ERNET PoP/ ERNET Offices/Project sites as the case may be.
7.	Annual Increment	5%

For Jr. Project Engineers

1.	Qualification	BE/ B. Tech in computer/ IT/ Electronics/Communication with 60% marks OR Diploma in computer/IT/Electronics/Communication with 60% marks with one year post qualification experience
2.	Experience	Experience required in the following areas: a) Portal/Software Development etc. b) Networking, LAN/WAN Maintenance etc. c) DBA in Mysql / MSSql / Oracle etc. d) IPv6 network analysis & deployment etc. e) Voice & Video communication using SIP technologies etc. f) Wi-fi deployment and management using RADIUS g) Campus network deployment using LINUX firewall, proxy, RADIUS, syslog, email. DNS & Webservers, Windows NT Server 2012 etc. h) Deploying and managing virtualized technology on Microsoft or Linux or VMware i) Cloud Computing k) VSAT l) Information Security
3.	Salary & Provident Fund	Rs.17,000/- pm + EPF
4.	Place of deployment	Anywhere in India
5.	No. of person required	5 (which may vary as per requirement)
6.	Duties to be attended	To provide technical support to various ongoing/ future projects and at ERNET PoP/ ERNET Offices/Project sites as the case may be.
7.	Annual Increment	5%

Note: Equivalent degrees of ME/M.Tech/B.E/B.Tech/MCA will be considered.

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ERNET INDIA- PRICE BID

To,

**The Registrar & CPO
ERNET India
New Delhi**

Manpower Cost to ERNET India for deployed manpower.

Date:

Tender No:

We M/s -----hereby certify that we are established firm in conformity with the terms & conditions. We hereby offer to provide the following Technical manpower at the prices indicated below within the period in conformity with the tender terms & conditions:

S.No	Technical Manpower as per Annexure -I	Salary (Per Person)	Bidder's fee	EPF Reimbursement by ERNET India as per EPF rules (At present 12% on 'A')	Service tax as applicable	Cost per Technical manpower
		(A)	(B)	(C)	(D)= (A+B+C) * ST@12.36%	(E)=A+B+C+D
1.	Sr. Project Engineer	35,000				
2.	Project Engineer	27,000				
3.	Jr. Project Engineer	17,000				
GRAND TOTAL						

Price comparison: Grand Total of Col E will be taken in to account.

- (i) Bidder shall pay minimum salary as mentioned in Column 'A' above to the deployed manpower (after deducting employee contribution toward EPF and other statutory deductions; if any)
- (ii) ESI employer contribution would be reimbursed by ERNET India wherever applicable as per law.
- (iii) No other payment of any kind would be admissible.

Signature with date:

Name & address of the firm along with Seal

TERMS & CONDITIONS FOR ENGAGEMENT OF OUTSOURCING AGENCY

1. The agency will strictly adhere to all the labour laws while providing services to the ERNET India.
2. The agency will provide the police verification report of the manpower deployed by them within three months and from the date of deployment at the time of joining Character Certificate from two Gazetted Officers will also need to be submitted.
3. The agency cannot change any deployed manpower without the prior consent of the ERNET India.
4. The payment to the deployed manpower will be made timely by cheque or Bank transfer along with the signed monthly salary slip on or before 7th of every month irrespective of the date of their receiving payment from ERNET India.
5. The agency shall hold ERNET India harmless for any slackness or any loss due to the manpower deployed at ERNET India & will indemnify ERNET India all legal obligations for its manpower deployed.
6. The work awarded or any part or portion thereof shall neither be assigned nor sublicensed or otherwise transferred by the agency to any other entity..
7. The ERNET India reserves the right to deduct amount from the bill as may be considered reasonable for unsatisfactory work. The decision of the ERNET India shall be final in this regard.
8. ERNET India will be at liberty to terminate work order by giving one month's notice period. Agency can also terminate by giving three months advance notice.
9. That the persons deputed shall not be below the age of 18 years.
10. The agency shall provide the required manpower within one month from the date of issue of work order. In case agency is unable to provide the required manpower, than a penalty of Rs. 1,000/- per day per candidate shall be imposed and deducted from the subsequent payables/Bank Guarantee.
11. The manpower deployed by the Agency should work as per the working days and timings of ERNET India. No extra payment will be paid for attending the office on weekends/holidays/late sitting. In case the services are required on holiday/Saturday/Sunday and the manpower is not provided then deduction from the payment will be made. In case agency is unable to send the required manpower to ERNET India, then a penalty of Rs. 1,000/- per day per candidate shall be imposed and deducted from any payables.
12. The successful Bidder and its deployed manpower must not disclose any information regarding the software/hardware database and the policies of ERNET India. Any such violation of this term & condition shall attract termination of contract.
13. The agency shall also depute one resident supervisor to manage/control/supervise the manpower provided by the agency. No extra payment will be made to such supervisor.
14. Agency has to abide by the following:
 - Registration of EPF account numbers of individual employee within one months time of deployment or from the date of EPF contribution by employee & ERNET India.
 - ESI Deductions from salary at the end of month only after proof of ESI service provisioning for the employee.(if applicable)

Handwritten signature/initials

- Out sourcing agency has to show the proof of depositing the EPF and ESI contributions to EPFO and ESI corporation account respectively.

GENERAL TERMS & CONDITIONS

INDEMNITY

That the agency shall keep the ERNET India indemnified against all actions, suits and proceedings and all and any costs, charges, expenses, loss or damage incurred, suffered, caused to/sustained by the ERNET India employer by reason of any default or breach or lapse or negligence or non-observance or non-performance of statutory compliance or non-compliance otherwise.

NO LIABILITY

That in any event, ERNET India shall owe no responsibility or liability of any kind arising out of or incidental to the performance of duties by the deployed manpower or otherwise, at the said office or outside the said office, including any liability due to any accident or injury or death caused to or suffered by any employee of agency or any other health or medical liability or compensation all of which shall be the sole responsibility of agency.

In case of any loss that might be caused to ERNET India due to any lapse on the part of agency or its deployed manpower discharging assigned duties and responsibilities, the same shall be borne by agency and in this connection, the ERNET India shall have the right to deduct appropriate amount from the bills of agency to make good such loss to ERNET India. In case of frequent lapses on the part of agency or the manpower deployed by agency, the ERNET India shall be within its right to terminate the Contract forthwith without assigning any reason whatsoever and/or take such other action, as it may deem fit.

STATUTORY COMPLIANCES

That the agency shall be wholly and exclusively responsible for payment of wages/salary to the deployed manpower engaged by it in compliance of statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employee Provident Fund Act, ESI Act etc. and ERNET India shall not incur any liability for any expenditures whatsoever on the manpower deployed by the agency on account of its statutory obligations other than mentioned. The agency shall be required to provide particulars of EPF, ESI of its deployed manpower deployed in ERNET India whenever called for. The Agency should have valid Registration under PF Act, ESI Act etc. and also valid license under The Contract Labour (Regulation and Abolition) Act, 1970.

The agency shall timely disburse the wages to its personnel without any further deductions/recovery whatsoever for any reasons. The agency shall submit a certificate on its letter-head each month along with its monthly bill certifying that it has paid to its deployed wages for the previous month as per latest Govt. Laws/regulations and remitted the ESIC and EPF and other statutory remittances/contribution accordingly. Besides, proof of distribution of payment (viz., copy of acquaintance roll with signatures of the deployed manpower), copy of the wages slip issued to the concerned deployed manpower having details of wage, copies of remittances towards EPF, ESI subscriptions etc., of the preceding month shall also be submitted while processing bill of the following month.

The agency shall at its own cost and initiative fully comply with all applicable laws of the land and with all applicable by-laws, rules, regulations and any other provisions having the force of law, made or promulgated or deemed to be made or promulgated by any government, government agency or department, municipal board or any other government or regulatory body etc. and shall provide all certificates of compliance therewith as may be required by such applicable laws, bylaws, rules, regulations and orders etc. The agency shall assume full responsibility for discharging of all statutory obligations such as wages, allowances, compensations, EPF, Bonus, Gratuity, ESI, etc. as are applicable relating to manpower deployed in the offices of ERNET India. The cost or the dues for the deutees in terms of compliance of the following statues shall be borne by the agency and the ERNET India shall have no liability in regard thereto. In particular, the agency shall ensure compliance inter-alia with the following enactments/amendments:

- i. The payment of Wages Act 1936
- ii. The Deployed manpower Provident Fund Act, 1952
- iii. The Contract Labour (Regulation and Abolition) Act, 1970
- iv. The Payment of Bonus Act, 1965
- v. The Payment of Gratuity Act, 1972
- vi. The Deployed manpower State Insurance Act, 1948
- vii. The Child Labour (Prohibition and Regulation) Act, 1986
- viii. Minimum Wages Act, 1948
- ix. The Maternity Benefit Act, 1961

ARBITRATION

In case of any dispute or difference in relation to the meaning or interpretation of the work order, the same shall be referred to Arbitration. Each party shall nominate one arbitrator and the two nominated arbitrators shall nominate an umpire. In case of difference between the two arbitrators, the matter shall be referred to the umpire for resolution. The arbitration proceedings shall be conducted in accordance with the provisions of The Arbitration and Conciliation Act, 1996. The seat of arbitration shall be at New Delhi. The award of the arbitrator shall be final and binding. The expense of arbitration proceedings shall be borne equally by the parties.

JURISDICTION OF THE COURT

Any dispute between the parties arising out of the work order shall be subject to the jurisdiction of the Courts in the State of Delhi only.

FORCE MAJEURE

That the obligations of the agency shall be subject to 'Force Majeure'. For purpose of this clause, 'Force Majeure' means an event beyond the control of the agency and not involving the agency's or its manpower deployed's fault or negligence and not foreseeable. Such events may include, but are not restricted to civil disturbance, riots, earthquakes, tempest and flood.

If a Force Majeure situation arises, the agency shall promptly notify ERNET India in writing of such conditions and the cause thereof. Unless otherwise directed by ERNET India in writing, the agency shall continue to perform its obligations under the work order as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In case the performance of any obligations under the tender document is prevented or delayed beyond a period mutually agreed to between ERNET India and the agency due to any Force Majeure event, the ERNET India shall have the option to terminate the service.

CONFIDENTIALITY

The agency and its deployed manpower shall not disclose any ERNET's confidential information to anyone outside ERNET India and use such information only in connection with the service provided to ERNET India.

REPRESENTATIONS/ GRIEVANCES

The agency shall attend and solve all representations, grievances of the deployed manpower in ERNET India. The agency shall be solely responsible for all the claims of its deployed manpower and shall ensure that its deployed manpower do not make any claims whatsoever against ERNET India. ERNET India shall have no liability in this regard.

CONTROL AND SUPERVISION

The agency shall have full responsibility in respect of manpower deployed by them to ERNET India. It shall give necessary guidance and directions to its personnel to efficiently carry out the assigned duties and shall ensure that the manpower deployed by it shall not act in any manner so as to cause any nuisance in the Premises or annoyance to ERNET India, its members, staff and any person connected with ERNET India in any capacity.

The agency shall arrange to maintain the records of attendance including leave etc. of the deployed manpower. The deployed manpower shall abide by the working hours, leave rules decided mutually between agency and ERNET India.

PAYMENT

The agency shall calculate the salary for period from 1st day to last day of the previous month and will submit the bill in duplicate by 7th of the following month after satisfactory performance of duty, enclosing proof of payment made to its deployed manpower and pre-receipted bills in duplicate. Payment will be subject to the submission of signed and stamped Bills along with a copy of challan of EPF & ESI deposits duly signed and stamped, ECRs, salary sheets carrying ESI & PF Numbers for payment. ERNET India will make the payment within 15 working days of receipt of the bill. However, the payments to the agency would be strictly based on the certification by the ERNET India that his/her services are satisfactory and attendance thereof.

The agency shall not delay the payment of salary to the deployed manpower on account of delay in getting the payment from ERNET India. Any delay in disbursement of salary to the deputed manpower after 10th of every month will be penalised with the fee of Rs. 100/- per person, per day and will be recovered from bill.

VERIFICATION

Agency shall provide complete duly signed Bio-data of the manpower along with self attested copies duly certified by agency which should include DOB Certificate, Educational Qualifications Certificate, Previous Work Experience Certificate, Driving License/Ration Card/ any other identify, Bank Account Details, Proof of Residence, Recent Photograph etc., be submitted to ERNET India. The agency shall observe following directions:-

- The agency shall immediately withdraw/ replace such deployed manpower who are not found suitable by ERNET India for any reasons, if such request is made.
- The deployed manpower of agency shall not claim any benefit/ compensation/ absorption/ regularization of services from ERNET India under the provision of the Industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 or any other labour law.
- The deployed manpower shall not divulge or disclose to any person, any details, of ERNET India, operational processes, technical know-how, security arrangements, and administrative/ organizational matters as all are of confidential/ secret nature.
- The deployed manpower should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote good will and enhance the image of ERNET India. The agency shall be responsible for any act of indiscipline on the part of deployed manpower deployed by him. Further, the agency shall ensure proper conduct of the personnel deputed by them in ERNET India premises and enforce prohibition of alcoholic drinks, paan, smoking, loitering without work etc.,
- The agency has to provide photo identity cards to the manpower deployed to ERNET India.
- The agency shall be contactable at all the times and messages sent by E-mail/SMS/Phone etc., from the ERNET India to the agency shall be acknowledged immediately on receipt and on the same day. The necessary compliance as mentioned in the communication from ERNET India shall be made by the agency immediately.
- ERNET India shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the deployed manpower of the agency.
- The deployed manpower of the agency shall not join any Labour union or resort to strike or demonstration or any other agitation of this nature. The deployed shall neither directly or indirectly, join nor assist any commission of civil nature and they shall render their sincere services during any kind of natural calamities to their best extent. The deployed manpower must not in any way act against the interests of the ERNET India.

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