

No. EI-D/P&A/1-334/2012

## **ERNET India**

(An Autonomous Scientific Society under Department of Electronics & Information Technology )  
10<sup>th</sup> floor, Jeevan Prakash Building, K.G. Marg,  
**New Delhi- 100 001**

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

Dated: 09.04.2013

Due Date: 03.05.2013(3.00p.m.)

Opening of Bids: 03.05.2013(3.30p.m.)

### **Tender Document**

**Subject: Engagement of an Outsourcing Agency to provide Manpower (Technical and Non-Technical) 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 and Non-Technical manpower as per Annexure-I. The engagement will be initially for a period of one year from the date of first purchase order extendable for a total period of three years. Total no. of persons to be engaged shall be as per details provided in Annexure-I.

#### **2. Scope of Work**

The detailed scope of work 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 per person, per month's rates quoted in Col. F of Annexure-II.

**4. Terms and Conditions** are given at Annexure-III.

- i) **Non-Disclosure Agreement:** The agency must sign non-disclosure agreement with ERNET for not disclosing any information regarding the software/hardware database and the policies of ERNET India by the employees engaged through them.
- ii) **Payment Terms :** Payment would be made at the end of each month in any case by 7<sup>th</sup> of the following month, after satisfactory performance of duty enclosing proof of payment made to its employees for the previous month and pre-receipted bills in triplicate along with a copy of challan of EPF & ESI deposits duly signed and stamped .

5. Quotations should be submitted in two separate covers. First cover indicating “**COVER FOR QUALIFYING CRITERIA**” should consist Earnest Money Deposit of **Rs. 25,0000/-** This cover should also contain documents as mentioned in qualifying conditions for bidders (as mentioned in para 11). Also a certificate that the requirement of ERNET India has been understood and manpower will be provided as per requirement specified in Annexure-I & III. Second cover indicating “**COVER FOR PRICE BID**” should consist charges for Staff on monthly basis as per prescribed pricing format (Annexure-II). The Service Tax, if any, may also be specified. Both the covers should be kept in a single sealed bigger cover. This cover addressed by name to the officer signing this enquiry should be submitted before due date and time.

6. The successful bidder would be required to furnish a Performance Bank Guarantee amounting to **Rs. 10,00,000/-** towards security deposit, drawn on any Indian Nationalized Bank in favour of ERNET India valid for the period of contract. This Bank Guarantee will be encashed in case, (i) the party does not pay the wages to the contract staff deputed by them & will be disbursed to them and (ii) the party do not fulfil its legal obligations.

7. The tenderer should also note/comply with the following:

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

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

**“Quotation for Outsourcing Agency to provide Technical/ Non-Technical Manpower  
“Tender enquiry No. : EI-D/P&A/1-134/2012 dated 09.04.2013.  
“Due Date & Time: 03.05.2013 (3.00 P.M.)**

The Bids must reach the undersigned on or before the due date, i.e., on **03.05.2013 by 3.00 p.m.** Bids received after the due date & time is liable to 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.

8.1 In connection with submission of bids, the prospective bidders may please note the following schedule of activities for information and compliance:

<b>Issue of Tender documents</b>	:	<b>09.04.2013 to 16.04.2013*</b>
<b>Receipt of Queries upto</b>	:	<b>18.04.2013 by 5.00 P.M. **</b>
<b>Pre-bid meeting date</b>	:	<b>22.04.2013 Time 11.00 A.M.</b>
<b>Response to Query by uploading on ERNET website only</b>	:	<b>25.04.2013</b>
<b>Bid submission date</b>	:	<b>03.05.2013 Time 3.00 P.M.</b>
<b>Opening of bids</b>	:	<b>03.05.2013 Time 3.30 P.M.</b>

\* The tender document may be purchased from Shri Gulshan Kumar, Deputy Director, ERNET India against a demand draft of Rs.2000/- (Rupees Two Thousand only) drawn in favour of ‘ERNET India’ payable at New Delhi. The Tender document can also be downloaded from ERNET India’s website ‘www.ernet.in’. In case of tender document is downloaded from ERNET website, tender fee of Rs.2000/- is required to be submitted alongwith Part-I of the bid i.e. technical part of the bid. Non submission of Tender Fee will treated as ‘Non-responsive’ and bid will be disqualified for further consideration.

\*\*Bidders are requested to submit their queries to the officer signing this enquiry by hand only and obtain receipt from his office for submission of their queries. ERNET will not be responsible for the Queries submitted by the prospective bidders through any other mode of communication.

## 9. TENDER CLARIFICATIONS

During pre qualification and technical evaluation of the Proposals, ERNET India may, at its sole discretion, ask bidders for clarifications on their proposal. The Bidders shall respond within the time frame prescribed by ERNET India. Any word used in singular shall have the connotation of plural as well.

## 10. AMENDMENTS IN TENDER

At any time prior to deadline for submission of proposal, ERNET India may for any reason whatsoever, modify the Tender. The prospective Bidders having received the Tender shall be notified of the amendments through website and such amendments shall be binding on them.

## 11. Qualifying conditions for bidders:

- i) The bidder/agency should have been in existence for minimum of five years continuously i.e. since 2007-08 and should have 3 years of experience in providing, stenographer/typist, clerks, technical manpower, Support Staff, Messengers to Govt. Institutions/PSUs Organizations /ISP/ PSU Banks etc. Documentary proof should be enclosed.
- ii) Eligible Bidder/agency 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 and the Societies Registration Act, 1860.
- iii) The minimum annual Turnover of the firm/agency from supply of Manpower Services for the last Three (3) years should have been Rupees fifty crores and should be profit making in last 3 years.
- iv) The bidder should have deployed at least 10 no. 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 three years.
- v) Regarding above, documentary proof should be enclosed. A certificate of satisfactory services provided by the bidding firm must also be enclosed duly issued by the concerned Institution/ organization
- vi) The Agency should have the registration for Sales Tax/Service Tax, ESI, PF etc. and should have license under The Contract Labour (Regulation and Abolition) Act, 1970 (proof in this regard may be attached).
- vii) Agency will submit an undertaking that he will abide by all the contractual obligations like Provident Fund, ESI, as applicable under the law.
- viii) The firm/agency should not have been blacklisted or debarred by any Government Organization/PSU etc. He may furnish an undertaking to this effect on his letter head duly signed by authorized person of the firm/company.

- ix) The firm/agency should have all India operations and should have firms offices in Delhi, Mumbai, Chennai, Bagalore

**NOTE:**

- i) The agency should have PAN, Service Tax registration and registration under applicable laws and should submit copies of the same.
- ii) Consortium bidding to fulfil the eligibility criteria of this tender shall not be allowed at any stage.
- iii) The agency should submit the satisfactory performance report from their client from Govt. / PSUs/ statutory bodies/ autonomous bodies.

12. ERNET India reserves the right to accept or reject any bid or cancel the tender proceedings without assigning any reason whatsoever.

13. Rates quoted by the Vendor shall be final and no negotiation will be held. However, it would be subject to the discretion of the Competent Authority in ERNET India.

**NO LIABILITY**

That in any event, the ERNET India shall owe no responsibility or liability of any kind arising out of or incidental to the performance of duties by the employees 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 service provider or any other health or medical liability or compensation all of which shall be the sole responsibility of service provider.

**Yours faithfully,**

**(Dinesh Kumar Dixit)**  
**Registrar & CPO**

**Scope of Work****Table-1:****For Stenographer**

1.	Qualification	Graduate with Shorthand Speed of 100/80 w.p.m. in English/Hindi.
2.	Salary & Provident Fund	Rs. 9500/- p.m. + Rs. 650/- p. m. towards employer share of Provident Fund. Higher start can be given @ 10% of pay per year of experience to the deserving candidates.
3.	Place of deployment	New Delhi, Bangalore, Chennai, Mumbai
4.	No. of person required	Five (may vary as per Society's requirement)
5.	Duties to be attended	Working Knowledge of Computer Deployment with senior officers Taking dictation, Typing letters, notes etc. Any other work assigned from time to time.

**For Support Staff (Clerical)/ Data Entry Operator**

1.	Qualification	Graduate with working knowledge of computers.
2.	Salary & Provident Fund	Rs. 9000/- p.m. + Rs. 650/- p. m. towards employer share of Provident Fund. Higher start can be given @ 10% of pay per year of experience to the deserving candidates
3.	Place of deployment	New Delhi, , Bangalore, Chennai, Mumbai
4.	No. of person required	15 (may vary as per Society's requirement)
5.	Duties to be attended	Deployment in Personnel, Finance, General Administration , technical divisions Typing letters, notes etc. Maintenance of diary, dispatch registers, maintenance of leave records, personal claims etc. Any other work assigned from time to time, data entry in domains registration process etc.

**For Dealing Assistant**

1.	Qualification	- Graduate and working knowledge of computers; - 3 years experience in dealing with matters relating to Administration/ Establishment/ Procurement -
2.	Salary & Provident Fund	Rs. 9000/- p.m. + Rs. 650/- p. m. towards employer share of Provident Fund. Higher start can be given @ 10% of pay per year of experience to the deserving candidates
3.	Place of deployment	New Delhi, , Bangalore, Chennai, Mumbai
4.	No. of person required	Four (may vary as per Society's requirement)

### **For Messenger**

1.	Qualification	12 <sup>th</sup> pass
2.	Salary & Provident Fund	Rs.7000/- p.m. + Rs. 650/- p. m. towards employer share of Provident Fund. Higher start can be given @ 10% of pay per year of experience to the deserving candidates
3.	Place of deployment	New Delhi
4.	No. of person required	12 (may vary as per Society's requirement)
5.	Duties to be attended	For delivery of dak/files as per direction of the concerned officer. Attending the officer with whom Attached Serving of tea/coffee/lunch/snacks during various meetings. Attending outside office work as per requirement and any other work not specified above.

### **For Jr. Project Engineers**

1.	Qualification	Diploma in relevant filed or higher degree in computer, IT, electronics or equivalent
2.	Salary & Provident Fund	Rs.15,000/- pm + 1000 p. m. towards employer share of Provident Fund. Higher start can be given @ 10% of pay per year of experience in relevant field such as IT, Web technologies System Administration, DNS, computer programming etc, to the deserving candidates
3.	Place of deployment	New Delhi, , Bangalore, Chennai, Mumbai
4.	No. of person required	5 (may vary as per Society's requirement)
5.	Duties to be attended	To provide technical support to various ongoing/ future projects and also to provide technical manpower at ERNET PoP at Delhi.

### **For Project Engineers**

1.	Qualification	B.Tech in electronics/ or IT/or computer, /MCA/ masters in IT and management in relevant field with 60% marks without experience, relaxation in marks in case of experience in IT field
2.	Salary & Provident Fund	Rs.20,000/- pm + 1500 p. m. towards employer share of Provident Fund. Higher start can be given @ 10% of pay per year of experience in relevant field such as IT, Web technologies System Administration, DNS, computer programming etc, to the deserving candidates
3.	Place of deployment	New Delhi, , Bangalore, Chennai, Mumbai
4.	No. of person required	20 (may vary as per Society's requirement)
5.	Duties to be attended	To provide technical support to various ongoing/ future projects and also to provide technical manpower at ERNET PoP at Delhi.

### **For Sr. Project Engineers**

1.	Qualification	B.Tech in electronics/ or IT/ or computer / MCA in relevant field with 60% marks with 5 years experience in IT field. Relaxation in marks in case of deserving cases and experience in IT field
2.	Salary & Provident Fund	Rs. 35,000/- pm + 2500 p. m. towards employer share of Provident Fund. Higher start can be given @ Rs 2000 per year of experience in relevant field such as IT, Web technologies System Administration, DNS, computer programming etc, to the deserving candidates
3.	Place of deployment	New Delhi, , Bangalore, Chennai, Mumbai
4.	No. of person required	Five (may vary as per Society's requirement)
5.	Duties to be attended	To provide technical support to various ongoing/ future projects and at ERNET PoP at Delhi.

ERNET India**Table 2:**

The format of commercial offer: cost to ERNET India for an employee.

S.No	Salary	Outsourcing service provider/ Agency fee	EPF contribution by ERNET India	ESI contribution @ 4.75% by ERNET India	Service tax as applicable	Total offer
	(A)	(B)	(C)	(D)	(E)= (A+B+C+D) * ST@10.36%	(F)=A+B+C+D+E
1.	35,000		2500			
2.	20,000		1500			
3.	15,000		1000			
4.	9,500		650			
5.	9,000		650			
6.	7,000		650			

- (i) Cost to ERNET for an employee would be  $(F)=A+B+C+D+E$ . This amount F will be paid to outsourcing agency for onward payment to employee.
- (ii) Take home salary of an employee = fixed salary (A) - Employee contribution of EPF - ESI contribution by employee (if applicable)
- (iii) ESI deposit by agency in ESIC account= ESI contribution by (ERNET + employee) if applicable
- (iv) EPF deposit by agency in employee's account in EPFO= EPF contribution by ERNET India + by employee

Note:

1. The L1 price will be decided on cost F + registration fee of agency for employee registration, if any. Employer (out-sourcing agency) has to declare the one time registration fee charged or will be charged from employees being out sourced to ERNET India. Out sourcing agency will not charge/ ask for any amount further from any employee in future after engagement of such employee in ERNET India. If such cases are reported by any employee, the ERNET India will terminate the services of agency and penalize suitably in addition to recovery of such amount and blacklist.
2. Agency has to submit proof of all the items mentioned above

Signature with date:  
Name & address of the firm along with Seal:



**Terms & Conditions for engagement of outsourcing agency**

1. The validity of the agreement shall be for a period of three year which may be extended or curtailed at the discretion of Director General, ERNET India.
2. The agreement shall be effective when executed by or on behalf of both the parties.
3. The agency will strictly adhere to all the labour laws while providing services to the society.
4. The agency will provide the police verification report of the contract Staff engaged through them within one month of the execution of the agreement.
5. The agency cannot change any support staff without the consent of the society.
6. Any extra expenditure incurred for getting the work done from open market due to failure of the agency to provide support within the scheduled time as mentioned in the order will be recovered from the agency.
7. The payment to the contract staff will be made timely by cheque along with the signed monthly salary slip by agency in the presence of authorized officer of ERNET India on or before 10<sup>th</sup> of every month.
8. The agency shall hold Society harmless for any slackness or any loss of the staff deputed at Society & will indemnify society all legal obligations to its staff deputed to provide support.
9. The agency will sign the indemnity bond on non-judicial stamp paper and submit it along with agreement for the purpose.
10. The agreement or any part or portion hereof shall neither be assigned nor sublicensed or otherwise transferred by the agency to any one without Society's prior written permission.
11. The Society reserves the right to deduct amount from the bill as may be considered reasonable for unsatisfactory work. The decision of the society will final in this regard.
12. If the situation warrant, the agreement can be terminated by the either party with a notice period of two months and without any liability to the other party.

Notwithstanding anything contained hereinabove, in the event of any violation of any instruction or agreement or any suppression of facts by service provider, ERNET India shall have the right to terminate the Agreement by giving one month notice to the service provider, if the service provider does not remedy the default within the notice period from the date of notifying the default by ERNET India to the service provider.

13. Medical or any other allowances to the staff deployed will not be borne by the ERNET India Society.
14. On all aspects where the above articles of the agreement are silent, or for special cases of deviation from these articles, the decision mutually agreed by both the parties shall be final. However, in case of any dispute relating to or arising out of the articles of the Agreement, such dispute shall be resolved amicable by mutual consultations. If such resolution is not possible then the unresolved dispute or differences shall be referred to the Executive Director, ERNET India

and his decision in this regard will be acceptable to both parties. The arbitration Act of 1940 (10 of 1940) and rules framed there under as amended from time to time, shall not be applicable to such arbitration proceedings under this agreement.

15. That the persons deputed shall not be below the age of 18 years.
16. There should be no Over-writing. Otherwise, the quotation is liable to be rejected. The manpower employed by the Agency should work as per the working days and timings of ERNET. No extra wages will be paid for attending the office on weekends/holidays/late sitting.

### **WORKING HOURS/LEAVE**

Working Hours will be between 9.00 A.M. and 5.30 P.M. including half-an hour Lunch Break normally from 1.00 p.m. to 1.30 p.m. with 5 working days from Monday to Friday. The personnel deputed are eligible for 2 and half days leave per month. If they don't avail such leaves, they are entitled to salary in lieu thereof, based on per month (30 days) salary. The deputees are not eligible any other kind of leave whatever be its nature.

If for any reason the personnel deputed proceeds on leave and shall remain absent from duty, he/she should properly intimate the concerned ERNET India Officers/Staff under whom he/she is working before such leave and absence. In case of Medical Emergency on the first day of taking such absence either official e-mail or telephonically inform clearly indicating the number of days he/she will be absent. The service provider shall provide a substitute in case the absence exceeds Two (2) weeks without any extra cost and a penalty fee of Rs.1,000/- per day will be levied for any delay in providing the service.

17. The tenderer should submit the latest Income Tax Clearance Certificate, Sales Tax Clearance Certificate and Balance Sheet for the last three years.
18. Service provider/ Agency has to abide by the following:
  - Opening/ registration of EPF account numbers of individual employee within one month time of engagement or from the date of EPF contribution by employee and ERNET India
  - ESI Deduction from salary at the end of month only after proof of ESI service provisioning for the employee.
  - Out sourcing agency has to show the proof of depositing the EPF and ESI contributions to EPFO and ESI corporation account respectively.
  - No fee from any employee by agency will be charged after placement of an employee in ERNET or during selection of any employee in ERNET. Out sourcing Agency should not charge any amount other than agency's service charges as mentioned in the table 2 above.
  - Service tax deposit proof in every 3 months to be submitted by agency
  - Employee will contribute in EPF. ERNET will also contribute an equal amount of EPF with respect of category 1 to 6 above in table. The both contributed amount towards EPF shall be deposited in individual's account at EPFO.
  - ESI Contributions will be a fixed percentage of wages. As of now, covered employees will contribute 1.75% of the wages, whereas, the ERNET India will contribute 4.75% of the wages, payable to its engaged employees. Hence, ERNET India will pay its contribution towards ESI in respect of every employee. Out sourcing agency may deduct employee's contribution towards ESI from wages bill (salary).
  - Out-sourcing agency should pay ESI contributions (employee's contribution and ERNET's contribution) at the above specified rates to the ESI Corporation within 21 days of the last day of the Calendar month in which the contributions fall due. The Corporation has authorized

designated branches of the State Bank of India and some other banks to receive the payments on its behalf.

## **OTHER TERMS & CONDITIONS**

### **DISQUALIFICATIONS**

ERNET India may at its sole discretion and at any time during the evaluation of Proposal, disqualify any bidder, if the bidder has: Submitted the Proposal documents after the response deadline; Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements; Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinate delay in completion of contractual obligations or financial failures, etc. in any work in the preceding three years; submitted a proposal that is not accompanied by required documentation or is non-responsive; Failed to provide clarifications related thereto, when sought; Submitted more than one Proposal; Declared ineligible by the Government of India or any other body for corrupt and fraudulent practices or blacklisted and submitted a proposal with price adjustment/variation provision.

### **INDEMNITY**

That the contractor shall keep the employer indemnified against all actions, suits and proceedings and all and any costs, charges, expenses, loss or damage incurred, suffered, caused to/sustained by the 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, the ERNET India shall owe no responsibility or liability of any kind arising out of or incidental to the performance of duties by the employees 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 service provider or any other health or medical liability or compensation all of which shall be the sole responsibility of service provider.

In case of any loss that might be caused to ERNET India due to any lapse on the part of service provider or its employees discharging assigned duties and responsibilities, the same shall be borne by service provider and in this connection, the ERNET India shall have the right to deduct appropriate amount from the bills of service provider to make good such loss to ERNET India. In case of frequent lapses on the part of service provider

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

The service provider shall timely disburse the wages to its personnel without any further deductions/recovery whatsoever for any reasons. The service provider shall submit a certificate on its letter-head each month along with its monthly bill certifying that it has paid to its employees 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 acquittance roll with signatures of the employees), copy of the wages slip issued to the concerned employees having details of wage, copies of remittances towards EPF, ESI subscriptions etc., of the preceding month shall also be submitted while preferring bill of the following month.

The service provider 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 service provider 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 employees deployed in the offices of ERNET India. The cost or the dues for the deputees in terms of compliance of the following statues shall be borne by the service provider and the ERNET India shall have no liability in regard thereto. In particular, the service provider shall ensure compliance inter-alia with the following enactments/amendments:

- i. The payment of Wages Act 1936
- ii. The Employees 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 Employees 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 this Agreement, 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**

Subject to the arbitration agreement contained herein, any dispute between the parties arising out of this Agreement shall be subject to the jurisdiction of the Courts at New Delhi only.

#### **FORCE MAJEURE**

That the obligations of the service provider shall be subject to 'Force Majeure'. For purpose of this clause, 'Force Majeure' means an event beyond the control of the service provider and not involving the service provider's or its personnel'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 service provider shall promptly notify ERNET India in writing of such conditions and the cause thereof. Unless otherwise directed by ERNET India in writing, the service provider shall continue to perform its obligations under the Agreement as far as reasonably practical, and shall seek all reasonable lternative means for performance not prevented by the Force Majeure event. In case the performance of any obligations under the Agreement is prevented or delayed beyond a period

mutually agreed to between ERNET India and the service provider due to any Force Majeure event, the ERNET India shall have the option to terminate the Agreement.

### **CONFIDENTIALITY**

The service provider and its employees 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 service provider shall comply with all representations, grievances of the employees deployed by it at the offices of ERNET India. The service provider shall be solely responsible for all the claims of its employees and shall ensure that its employees do not make any claims whatsoever against ERNET India. ERNET India shall have no liability in this regard.

### **CONTROL AND SUPERVISION**

The service provider/ agency shall have full control over the employees deployed by it at the offices/PoPs of ERNET India. It shall give necessary guidance and directions to its personnel to efficiently carry out the assigned duties and shall ensure that the employees 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 service provider shall arrange to maintain the records of attendance including leave etc. of the employees. The employees shall abide by the leave rules as per the terms of their appointment with the service provider/agency. However, ERNET India shall inform to the service provider in prescribed formats the details of attendance, leave, sums recoverable from the personnel deputed on the 1st day of every month. The employees shall abide by the working hours rules decided mutually between service provider/agency and ERNET India.

### **REPLACEMENT**

The service provider shall provide replacement well in advance, if there is any probability of the personnel leaving the job due to his /her own personal reasons or proceeding on leave and or absence from duty exceeding Seven (7) days at no extra cost. In case of delay/failure, penalty amounting to double the salary of the resigned employee shall be charged from the service provider. The minimum period of notice will be for 15 days for submission of resignation and relief thereof by the personnel deputed to ERNET India. However, the personnel deputed have to serve for a minimum period of Three (3) months. Any shortfall in notice period and minimum period of service of the personnel who left ERNET India, proportionate payment will be recovered from the service provider.

### **PAYMENT**

The service provider shall calculate the salary for period from 1st day to last day of the previous month and will submit the bill in triplicate by 4th of the following month for payment. ERNET India will make the payment within two weeks of receipt of the bill. However, the payments to the service provider would be strictly based on the certification by the ERNET India that his/her services are satisfactory and attendance thereof.

No wage / remuneration shall be paid to any employee of service provider for the days of absence from duty. Any deficiency in service will be dealt as per the terms of the contract and penalty will be levied accordingly.

The agency/service provider shall maintain an attendance register in respect of staff deployed by it and on the basis of which wages/remuneration shall be decided in respect of the staff at the approved rates.

The personnel engaged by the service provider and deputed to ERNET India shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary every month in time by 10th. There is no Master and Servant relationship between the personnel deputed of the service provider and ERNET India. The service provider shall not delay the payment of salary to the personnel deputed on account of delay in getting the payment from ERNET India.

#### **VERIFICATION**

The personnel supplied by the firm/agency should verify and submit if any Police records/Criminal Cases are pending against them. The firm/agency should make adequate enquiries about the character and antecedents of the personnel recommended. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment after investigation by the local police, collecting of proofs of identify like Educational Qualifications Certificate, Previous Work Experience Certificate, Driving License/Ration Card/ any other identify, Bank Account Details, Proof of Residence, Recent Photograph etc., and a Certification to this effect be submitted to ERNET India. The service provider will also ensure that the personnel deployed are medically fit and Certificates of their medical fitness to be provided when called for by ERNET India.

- All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for each category.
- The service provider shall immediately withdraw/ replace such employees who are not found suitable by ERNET India for any reasons, if such request is made.
- The employees of service provider 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 employees of service provider 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 employees of service provider 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 service provider shall be responsible for any act of indiscipline on the part of employees deployed by him. Further, the service provider 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.,
- That the employees deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of ERNET India.
- The service provider has to provide photo identity cards to the persons employed by him for carrying out the works under rule 76 of the Contract Labour (Regulation & Abolition) Act, 1970.
- The service provider shall be contactable at all the times and messages sent by E-mail/SMS/Phone etc., from the ERNET India to the service provider 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 service provider immediately.
- ERNET India shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the employees of the service provider.
- The personnel of the agency/ service provider shall not join any Labour union or resort to strike or demonstration or any other agitation of this nature. The personnel 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 personnel must not in any way act against the interests of the ERNET India.
- An undertaking by the agency/service provider of compliance of all the terms & conditions listed above should be placed in the Technical Bid, clearly mentioning that the agency / service provider/

Contractor shall be liable for all Statutory Obligations and the ERNET India shall not liable for any obligation during and after the period of Contract.

- There shall be an automatic increase in the Minimum Wages of the personnel deputed by the service provider consequent upon any increase on such account effected by any Government Orders. However, service charge finalized through Tender shall remain fixed throughout the currency of the contract.
- The service provider personnel shall not claim any benefit/ compensation/ absorption/ regularization of services in ERNET India. Undertaking from the personnel deputed to this effect will be required to be submitted by the service provider to ERNET India. However, In case, the deputees apply against the open advertisement of vacancies notified by the ERNET India and the deputees consequently get selected, the service provider shall take necessary steps to relieve the deputees immediately to enable them to join ERNET India.

**DECLARATION**  
**(On Original Letter Head of the Bidder)**

To,  
Registrar & CPO,  
10<sup>th</sup> Floor, Jeevan Prakash Building  
25, K.G. Marg, New Delhi – 110 001

Dear Sir,

Sub: Tender for Supply of manpower on contract basis

1. We are not involved in any major litigation that may have an impact on compromising the delivery of services or affect in supplying the manpower services as required under this tender.
2. We are not black-listed by any Central/State Government/Public Sector Undertakings/Autonomous Bodies under Central/State Government/ Any Other Organization.

(Signature of Authorized Person)

Place:

Name:

Date:

Designation:

Office Seal:

Business Address:

Witness with Signature:

1) Name & Address:

2) Name & Address: