

HYDERABAD

# TENDER FOR PROVIDING MANPOWER OUTSOURCE SERVICES

Tender No: CDACH/HRD/OS/2020

Date: November 13, 2020

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**प्रगत संगणन विकास केंद्र**  
**CENTRE FOR DEVELOPMENT OF ADVANCED COMPUTING**  
**(भारत सरकार, इलेक्ट्रॉनिक्स और सूचना प्रौद्योगिकी मंत्रालय का आर& डी संगठन)**  
(R&D Organization of the Ministry of Electronics and Information Technology, Govt. of India)  
प्लॉट नं. 6 व 7 / Plot No.6 & 7, हार्डवेयर पार्क / Hardware Park, श्रीसैलम हाइवे / Srisaïlam Highway  
हैदराबाद / Hyderabad, **भारत / India.**  
टेली /Tele: 9100034446 / 7

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## TENDER SCHEDULE

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|---------------------------------------------|-----------------------------------|
| Tender No.                                  | CDACH/HRD/OS/2020                 |
| Date of Release of Tender                   | November 13, 2020                 |
| Last date of Uploading / Submission of bids | December 4, 2020 before 15:00 hrs |
| Date of Opening of bids                     | December 7, 2020 at 11:00 hrs     |
| Tender Fees                                 | Rs.1,000/- through NEFT           |
| EMD                                         | Rs.1,50,000/- NEFT/BG/FDR         |

Last date for submission of proposals: December 4, 2020 before 15:00 hrs. The Tender document can be downloaded from <https://eprocure.gov.in/eprocure/app> or [www.cdac.in](http://www.cdac.in).

e-bids must be submitted online through Central Public Procurement Portal [https://eprocure.gov.in/eprocure / app](https://eprocure.gov.in/eprocure/app).

The bidders will be required to pay the tender fees of Rs.1,000/- (Rupees One Thousand only) the amount can be paid through NEFT (Bank details for the purpose are provided below). The tender document fee is non-refundable, transaction details including UTR Number should be uploaded along with the Bid.

### Instructions for On-line Bid Submission

The bidders are required to submit soft copies of their bids electronically in [www.eprocure.gov.in](http://www.eprocure.gov.in) using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

#### 1. Registration:

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (url: <https://eprocure.gov.in/eprocure/app>) by clicking on the link 'Click here to Enroll'. Enrolment on the CPP Portal is free of charge.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

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- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others, which may lead to misuse.
- Bidder then logs into the site through the secured login by entering their user ID / password and the password of the DSC / e-Token.

## **2. Searching for Tender Document:**

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules

## **3. Preparation of e-bids:**

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100dpi with black and white option.
- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use 'My Space' area available to them to

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upload such documents. These documents may be directly submitted from the 'My Space' area while submitting a bid, and need not be uploaded repeatedly. This will lead to a reduction in the time required for bid submission process.

**4. Submission of e-bids:**

- Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidder has to select the payment option as 'offline' to pay the tender fee / EMD as applicable and enter details of the instrument(s).
- Financial bids to be submitted in PDF format.
- The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission,
- All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bid encryption technology. Data storage encryption of sensitive fields is done.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids, the portal will give a successful bid submission message and a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

**5. Assistance to Bidders:**

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the Tender.
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24\*7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

**6. General Instructions:**

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- The tenders will be received online through portal <https://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
- Possession of Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/ e-Token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link 'Information about DSC'.
- Tenderers are advised to follow the instructions provided in the 'Instructions to the Tenderers for the e-Submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>.

## SECTION I: INVITATION FOR BIDS (IFB)

### 1. INTRODUCTION

C-DAC is a scientific society under the administrative control of Ministry of Electronics and Information Technology, Government of India. C-DAC, Hyderabad invites on-line bids from eligible Service Providers for outsourcing of manpower for its operations at Hyderabad, as per the terms and conditions stipulated in this document. The bids are invited for any one or more of the following skill sets:

A: Technical / Technical Support

B: Administrative / Administrative support

### 2. CONTACT INFORMATION

**Human Resource Department**

**Centre for Development of Advanced Computing**

**Plot No. 6 & 7, Hardware Park, Sy No. 1/1, Srisailem Highway,**

**Pahadi Shareef via (Keshvgiri Post), Hyderabad – 501510**

**Email: [hrd-hyd@cdac.in](mailto:hrd-hyd@cdac.in)**

### 3. ELIGIBILITY CRITERIA:

**The bids shall be evaluated on the following eligibility criteria:**

- a. **The bidder should have fully functional office located in Hyderabad with staff capable of coordinating with us during the period of contract. Proofs of the same are to be uploaded with the bid.**
- b. The Service Provider must have at least 3 years relevant experience in providing manpower outsource services to Central / State Government / PSU/ Autonomous bodies or a reputed IT industry. Copies of Two recently executed contracts shall be uploaded. Bidders are advised not to upload contracts older than 3 years, as the same will not be considered.
- c. The Service Provider must have minimum Average Annual Turnover of Rs. 1.5 Cr, pertaining to similar nature of work, for the last three years i.e FY 2017-18, 2018-19 & 2019-20.
- d. As on date of submission of bids, the Service Provider must have the minimum of 100 technical / admin staff on their roll with similar nature of work related to their domain. Please furnish details of manpower on roll.

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- e. The Service Provider must be registered with ESIC, EPF, GST and other statutory bodies.
- f. The Service Provider must possess valid labour license & establishment certificate, as per statutory norms, issued by Regional Labour Commissioner (Central), documents providing compliance of Minimum Wages Act 1948 and Central Rules.
- g. The Service Provider must not be declared as insolvent or black-listed or convicted for any offence by any Authority at the time of submission of bids. C-DAC reserves the right to verify the credentials of the bidder.

**Note:**

- a) **A: The scanned copies (pdf) of self-certified documents in support of each of the above relevant eligibility criteria should be submitted with the qualification bid, failing which the bid shall be summarily rejected. C-DAC reserves the right to verify the credentials of bidders.**
- b) **B: Mere fulfilling the eligibility criteria does not mean that the bids are acceptable. C-DAC reserves the right to thoroughly verify the credentials of Service Providers. The decision of C-DAC on qualification/ acceptance of bids shall be final and binding on the bidders.**

#### **4. TWO-BID SYSTEM**

Two-bid system will be followed. In this system bidder must upload the scanned copies of bid documents in two separate folders provided on <https://eprocure.gov.in/eprocure/app>, as explained below:

▪ **Folder 1: "Qualification Bid" shall contain scanned copies of following documents in pdf format:**

- a. NEFT transaction details including UTR Number shall be uploaded towards tender document fee of Rs.1,000/- (Bank details for the purpose are provided below). The tender document fee is non-refundable, transaction details including UTR Number shall be uploaded along with the Bid.
- b. NEFT transaction details including UTR Number shall be uploaded towards Earnest Money of Rs 1,50,000/- (Bank details for the purpose are provided below). Transaction details including UTR Number shall be uploaded along with the Bid.

**In case of claiming exemption from submission of EMD, the copy of valid exemption document must be submitted.**

**Alternately**, the bidder may choose to submit an EMD / bid security declaration, as given in **Annexure - III**, subject to the conditions stipulated therein.

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- c. Authority letter from the competent authority of the bidder authorizing the signatory to sign and submit the bid for and on behalf of bidder **Annexure - V**.
  - d. Self-certified copies of PAN card, GST Registration Certificate, certificates from ESIC, PF and other statutory authorities, as applicable along with the up-to-date proofs of such statutory payments made.
  - e. Copies of two recently executed contracts, not older than 3 years.
  - f. The copy of the certificate from a Chartered Accountant certifying annual turn-over for last the three financial years.
  - g. Self-certified copies of documents showing the number of employees on the roll of bidder as on date of submission of bid.
  - h. The relevant documents in support of eligibility criteria like list of esteemed clients, major / prestigious works completed, prizes / awards won, certification (ISO or other), organization structure, various experts on role etc. should be submitted along with the qualification bid.
- Contact details of the concerned officers issuing the Work Order/Work completed certificate should be provided.
- i. Undertaking to the effect that the Service Provider is not blacklisted by any Government entity / PSU/ autonomous body, as on date of submission of bids **Annexure IV**.
  - j. Any other document as found relevant.
  - k. **Applicable Taxes should be clearly mentioned.**

**Note:** Please do not upload "Price Bid" (prices quoted) in the qualification bid folder. If the price quoted is submitted with qualification bid the tender will be rejected

▪ **Folder 2: "Financial Bid"** shall contain: Prices quoted as per format provided in this document, completed in all respects with proper seal and signature of authorized person.

## 5. DATE OF SUBMISSION OF BIDS

Last date for submission of e-bids on or before 15:00 hrs of December 4, 2020

### DATE OF OPENING OF BIDS:

The qualification e-bids will be opened on December 7, 2020 at 11:00 hrs at:

**Centre for Development of Advanced Computing,**

**Hardware Park Campus,**

**Hyderabad - 501510**

The Service Providers' authorized representative (maximum two) can attend the bid opening/s.

*Tender for providing Manpower Outsource Services*

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The qualification bids will be evaluated to shortlist the eligible bidders. Bidder whose qualification bid is found to be acceptable and meeting the eligibility requirements as specified in this tender will be informed about the date and time of the opening of the price bid.

**6. OPENING OF PRICE BIDS**

Price bids of the short listed bidders only will be opened, in the presence of the bidders or their authorized representative, who choose to attend, at the time place and date to be informed later.

**(END OF SECTION I)**

## SECTION II: GENERAL CONDITIONS OF CONTRACT (GCC)

### 1. AMENDMENT TO TENDER DOCUMENT

At any time prior to the deadline for submission of bids, C-DAC may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the tender document.

### 2. DATE OF COMMENCEMENT and CONTRACT PERIOD

The Contract shall take up commencement after signing of agreement. The contract shall be for an initial period of one year.

### 3. PREPARATION OF BIDS

Service Provider should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the bid documents. In case however any corrections, alterations, changes, erasures, amendments and/or additions have to be made in the bids, they should be supported by dated signatures of the same authorized person signing the bid documents.

### 4. EARNEST MONEY DEPOSIT (EMD)

- a. The qualification bid must be accompanied by Earnest Money Deposit of **Rs 1,50,000/-** as stipulated at para 4 , Section – I of this document.
- b. Bids submitted without EMD will stand rejected. EMD will not be accepted in the form of cash/ cheque. No interest shall be payable on EMD.
- c. The EMD shall be forfeited if the bidder withdraws the bid during the period of bid validity specified in the tender.
- d. The EMD of the successful bidder will be returned on signing of contract.
- e. The EMD of un-successful bidders will be returned within 10 days of opening of **commercial bids.**

### 5. PERIOD OF VALIDITY OF BIDS

Bids shall be valid for minimum 120 days from the date of submission. A bid valid for a shorter period shall stand rejected.

### 6. SUBMISSION OF BIDS

Scanned copies of the Qualification bid and Financial Bid should be uploaded in the respective folders. Each page of the bid should be signed by the authorized representative. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the bid. The conditional bid will be summarily rejected. Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.

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Offers received through Email / Open / Without EMD/Incomplete/Late/Delayed shall be rejected out rightly. In case the specified date for the submission of offers is declared as a closed holiday for offices including those in Hyderabad, the bid-closing deadline shall automatically stand extended to the next working day up to the same time.

### 7. DEADLINE FOR SUBMISSION OF BIDS

- a) Bids must be uploaded before the due date and time in the CPP Portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)). In the event of the specified date for the submission of bids being declared as a holiday for C-DAC, the bid-closing deadline will stand extended to the next working day up to the same time.
- b) C-DAC may extend this deadline for submission of bids by amending the bid documents and the same shall be suitably notified in our website.
- c) **LATE BIDS:** The portal will not allow uploading of the bids after the due date/time.

### 9. OPENING OF BIDS

- a. The qualification bids will be evaluated to shortlist the eligible bidders.
- b. During the evaluation process, C-DAC may seek clarifications from the bidder, if required. The bidder may submit clarifications as required and / or submit the documents in response to the clarifications.
- c. Bidder whose qualification bid is found to be acceptable and meeting the eligibility requirements as specified in this tender will be informed about the date and time of the opening of the commercial bid.
- d. C-DAC will open commercial bids of only the short listed bids, in the presence of the bidder or their authorised representative who choose to attend the bid opening, at the time and date to be informed later.
- e. The bidder's authorised representative who attends the bid opening shall sign an attendance register as a proof of having attended the bid opening.
- f. The bidder's name, bid prices, discounts and such other details considered as appropriate, will be announced at the time of opening of the commercial bids.

### 10. COMPARISON OF BIDS

- a. The bids shall be evaluated on the basis of eligibility criteria stipulated above. Only the qualified bids from this evaluation shall be considered for further processing and their commercial bids will be opened.
- b. The contract will be awarded to the bidder offering lowest price.

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- c. The prices will be compared on the basis of percentage of service charges quoted. **The actual manpower count will vary depending on the requirements.** The tentative requirements are indicated in Annexure-I: Scope of Services.
- d. The prices shall be calculated and compared on equitable basis.

## **11. AWARD CRITERIA**

C-DAC shall award the contract to the qualified bidder whose qualification bid has been accepted and determined as the LOWEST evaluated commercial bid.

If more than one bidder quotes the same lowest price, C-DAC reserves the right to award the contract to the L1 bidders with the scope / number / parts divided suitably.

If, it is observed that the rate quoted by the L1 bidder is un-sustainable and it would not be possible to maintain the contractual obligations or Service Provider would be probably dipping into the wages payable to his workers, in such case C-DAC reserves the right to reject the lowest bid and award the contract to next eligible bidder.

## **12. C-DAC's RIGHT TO AWARD / CANCEL /REJECT**

- a. If, for any unforeseen reasons, C-DAC is required to change/reduce the scope of services, this change shall be acceptable to the bidder without change in the unit price quoted.
- b. CDAC reserves the right to increase/decrease the no of manpower to be deployed based on the requirements at the same rates.
- c. C-DAC reserves the right to cancel this tender without assigning any reasons there for.
- d. C-DAC reserves the right to reject a bid if the rates quoted by the bidders are un-reasonably low or are un-sustainable.
- e. C-DAC reserves the right to reject the bid submitted by any of the bidder, without assigning any reasons there for.

## **13. CORRUPT OR FRAUDULANT PRACTICES**

- a. It is expected that the bidders who wish to bid for this project have highest standards of ethics.
- b. C-DAC will reject bid if it is revealed that the bidder has engaged in corrupt and /or fraudulent practices while competing for this contract;
- c. C-DAC may also declare a bidder ineligible, either indefinitely or for a stated duration, for participating in C-DAC's tender process, if it is revealed that the bidder has engaged in corrupt and /or fraudulent practices while competing for this contract

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- d. In case bidder submits any forged / irrelevant / misleading documents or information, the bid will be rejected and EMD forfeited.
- e. Any attempt of canvassing on the part of the bidder, directly or indirectly, after submission of tender to influence the authority to whom he has submitted the tender or authority who is competent to finally accept it or any endeavor to secure any interest for an actual or prospective bidder or to influence by any means such tenders are liable to be rejected.

**14. TRANSFER OF RIGHTS/ RESPONSIBILITIES**

The Service Provider shall not assign or transfer the rights and responsibilities assigned to him to any other person or entity or sub-contract his services in any way to others.

**15. INTERPRETATION OF CLAUSES**

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this tender document, interpretation of Director General, C-DAC shall be final and binding on all parties.

**(END OF SECTION II)**

### SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)

#### 1. PRICES

- 1.1. The Service Providers must quote the charges in percent of monthly billing amount.
- 1.2. The service charges quoted shall be considered firm and no escalation will be permitted during the validity period of the contract / agreement.
- 1.3. Service Provider must quote in INR only.

#### 2. TAXES AND DUTIES

The Service Provider must mention clearly the applicable taxes & duties, as on date of submission of bids. In case of change in statutory rates of taxes & duties, the same as applicable on the date of providing of services will be paid. The same shall be clearly mentioned in the Technical Bid.

#### 3. PAYMENTS

The payment will be made on monthly basis. The Service Provider should raise the invoice towards services provided by him at the end of every month.

The Service Provider should submit their bills, in duplicate to the HR Department along with the service reports duly endorsed by the Administration Department. Also along with the bills Service Report, PF remittance form for previous month, ESI form for previous month, GST remittance challan for previous month/quarter, Profession tax monthly return forms should be attached. Payment will be released by C-DAC with in 10 working days on receipt of the bills

The payment of ESI & EPF contributions to the Service Provider will be released only after getting proofs of such remittance.

The Service Provider should make payment to the staff deputed at C-DAC, without waiting for release of payment from C-DAC

**All payments are subject to statutory deductions, wherever applicable.** TDS certificate will be issued by C-DAC where tax is deducted at source.

**4. PENALTY FOR UNSATISFACTORY SERVICES** If in view of C-DAC the services provided are not satisfactory or not up to the mark. C-DAC will issue the notice in writing to the Service Provider, seeking explanation and/ or giving reasonable time for rectification/ improvement. If the services are not improved or the improvements are not to the satisfaction of C-DAC, CDAC reserves the right to levy penalty @ of 1% of annual contract value for each such notice.

C-DAC reserves the right to cancel the contract in case the number of notices issued in a year exceeds 10 or the total penalty imposed is more than 5 % of contract value.

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The delay in improvements or any flaw in rendering services to C-DAC that is not attributed to Service Provider viz. site preparation/ condition, arranging of material and the conditions arising out of Force Majeure will not be considered for the purpose of calculating penalties.

## **5. LEGAL**

For all intents and purposes, the successful bidder shall be the “employer” within the meaning of different legal legislations in respect of manpower so employed and deployed at C-DAC for contractual services.

## **6. JURISDICTION**

The disputes, legal matters, court matters, if any shall be subject to Hyderabad jurisdiction only.

## **7. FORCE MAJEURE**

CDAC may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of an Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states / state agencies, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder’s premises or any other act beyond control of the bidder.

## **8. ARBITRATION**

All disputes/claims of any kind arising out of providing services etc under this Contract, shall be referred by either party (CDAC or the bidder) after issuance of 30 days’ notice in writing to the other party clearly mentioning the nature of dispute to the Sole Arbitrator appointed by CDAC. The venue for arbitration shall be specified in the purchase order/agreement. The arbitration proceedings shall be conducting in English and as per the provisions of Indian Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.

## **9. TERMINATION**

1. If services are found to be unsatisfactory or if C-DAC is convinced that the services are not satisfactory as per agreement, C-DAC shall be at liberty to terminate the contract arrangement with immediate effect. The decision of C-DAC in this regard is final and binding on the service provider. C-DAC as its sole discretion can terminate the contract without assigning any reason whatsoever by giving 30 days’ notice to the Service Provider.
2. If at any time during currency of the contract, C-DAC finds that
  - a. The services of Service Provider are found unsatisfactory,

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OR

b. The Service Provider is involved in incorrect billing; C-DAC will be at liberty to obtain the services covered under this contract from alternative source (s) at the Service Provider's risk and costs.

3. If any change takes place, C-DAC may, at its sole discretion, terminate the contract arrangement on such notice as C-DAC deems fit except when such change is accepted by C-DAC for the purpose of fulfilment of the accepted tender.

#### 10. INDEMNITY

The Service Provider shall save and indemnify and hold harmless CDAC from any third party Govt. Claims, losses penalties, if any, arising in connection with this Contract/ agreement.

#### 11. ASSIGNMENT

The Service Provider shall not assign, delegate or otherwise deal with any of its rights or obligation under this Contract without prior written permission of CDAC.

#### 12. SEVERABILITY

If any provision of this Contract is determined to be invalid or unenforceable, it will be deemed to be modified to the minimum extent necessary to be valid and enforceable. If it cannot be so modified, it will be deleted and the deletion will not affect the validity or enforceability of any other provision.

**(END OF SECTION – III)**

### Section IV: Scope of Services:

#### Part – I: Responsibilities of the Service Provider:

1. The Service Provider shall be the “employer” of the persons deployed by him at C-DAC and shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. C-DAC, shall in no way be responsible for settlement of such issues whatsoever C-DAC shall not be responsible for any damages, losses, financial or other injury claims to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation. In case C-DAC has to make any compensation/payment to any person deployed by the Service Provider, the Service Provider shall reimburse to C-DAC such amount and all the expenses incurred by C-DAC in defending the case filed against regard.
2. The manpower deployed by the Service Provider for the contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular/confirmed employees of C-DAC, during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the Service Provider shall not right of absorption in any capacity in C-DAC. The Service Provider should communicate the above to all the manpower deployed in C-DAC by the Service Provider.
3. The selected agency shall maintain all records/registers required to be maintained by him under various laws including those mentioned above and produce the same before the Statutory Authorities whenever required.
4. These shall among other things include the following:
  - a. ✓ Muster Roll
  - b. ✓ Register of Wages
  - c. ✓ Register of Deductions
  - d. ✓ Register of Fines
  - e. ✓ Wage Slip
  - f. ✓ Register of Advances
5. The selected agency will be responsible for compliance of all statutory provisions relating to Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it at C-DAC.
6. The selected agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to C-DAC & income Tax to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

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7. In case, the service provider fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof C-DAC is put to any loss/obligation, monetary or otherwise, C-DAC will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
8. In case of any untoward incident, a joint enquiry will be conducted and decision arrived at shall be final and binding on both the parties.
9. The agency shall alone be liable to pay compensation for any damage/death/injury sustained by the personnel or any other members of the agency as sustained by them in the course of their work/duty at the centres during the contract period. The agency is fully responsible for such eventualities and he should indemnify C-DAC against any claim in this regards.
10. The selected agency has to exercise utmost vigil in the performance of duties. Any loss or damage caused by negligence on the part of the staff deployed shall have to be reimbursed by the bidder. Once it is established that the loss is because of lapse(s) on the part of the staff deployed, the successful bidder shall pay within 15 days, the purchase price or the market value of the lost/stolen article/property whichever is higher. In the event of failure to pay such amount the same will be recovered from the amount due to the successful bidder.
11. The Service Provider shall be responsible for the entire criminal, civil, liabilities arising during the contract period by any of his/his employees' acts or omissions and he should indemnify C-DAC from such implication/eventualities/happenings.
12. The selected agency will indemnify C-DAC from all legal, financial, statutory, taxation, and associated other liabilities.
13. There is no Master and Servant relationship between the employees of the service provider and this office
14. The service provider's person shall not claim any benefit/ compensation/ absorption / regularization of services from/in this office under the provision of Industrial Disputes Act, 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the service provider to this Department.
15. This office may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/ her/ their misconduct and the service provider shall forthwith comply with such requirements. The Service provider shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.

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**Part – II: General Requirements:**

1. The validity of contract will be for 1 year.
2. The decision taken by C-DAC regarding fitness of workers shall be final and will be binding on the successful tenderer/bidder.
3. The successful tenderer/bidder will be required to submit **Security Deposit of 5% of the Contract Value** within 10 days from date of receipt of the order.
4. The successful bidder will abide by the provisions of Minimum Wages Act of central Govt.
5. Payment of ESI & PF: The service provider should deduct the ESI & Provident fund as per applicable rules, from salary of each person employed by him on minimum basic and deposit the employee and employer contribution to the ESI & PF account of employee in ESI & PF office. Copy of challan towards depositing the ESI & PF should be submitted to C- DAC office every month.
6. The service provider should deposit the salary of their staff members to the bank account of staff members on or before 5th of every month and copy of acknowledgement received should be submitted to C-DAC.
7. Bills including service charges and statutory deductions should be submitted to C-DAC for further processing.
8. Attendance: Attendance register in the prescribed format shall be maintained by service provider for each work location.
9. Persons employed by the service provider should mark their daily attendance (IN and OUT time) in the register.
10. Attendance/leave marked in the register should be considered for calculation of salary at the end of the month and for rising of service bill on C-DAC.
11. The rates quoted in the tender should be inclusive of all taxes, duties & levies applicable on the last date of receipt of the tenders. In case any additional tax / duties are levied subsequently or if the percentage of tax / duty is increased, then C- DAC will reimburse the additional component of the taxes / duties to the service provider on submitting satisfactory documentary evidence to prove that the tax is actually paid by the service provider to the respective Govt. agencies. The necessary deductions on account of Income Tax, GST etc. will be deducted at source; if applicable as per Govt. rules from the bills submitted by the service provider and necessary TDS certificates will be issued.
12. Insurance coverage to be done by the service provider.
13. In order to ensure that the fulfilment of statutory obligations, service provider shall ensure that the payment of minimum Wages to the workmen of the service provider is made in the presence of a representative nominated by C-DAC.

**HYDERABAD**

14. The service provider shall issue the identity cards to his staff on his own cost and shall be duly intimating in writing the caretaking cell as and when there is any change.
15. The service provider shall ensure to provide an alternate manpower or replace with a qualified standby in case any of any of the regular staff deployed is absent or leave for more than 3 days.
16. The Service provider shall be responsible for the safety of all the items of furniture, plants, office equipment and other fittings provided in the premises and shall be liable to make good of any loss to the same if damaged during the execution of their duties which shall be recoverable from his monthly bill or other dues payable to the contactor by the company.
17. The Service Provider shall pay basic monthly wages plus statutory charges to all his employees as per the minimum wage rates fixed by Central Government or as per the wages fixed by C-DAC, Hyderabad whichever is higher. The Service Provider shall provide full information in respect of the wages etc. paid by him to his employees so deployed in conformity with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Rules, made there under
18. The Monthly bills for the service shall be submitted by the service provider based on the services provided during the month before 5th of every month and the same will be settled by CDAC within 10 working days on receipt of bills.
19. The Service Provider shall be responsible for fulfilling all his obligations towards the persons deployed under the Minimum Wages Act., EPF Act, ESI Act, Bonus Act, Maternity Benefit Act, be responsible for the deposit of employee's and principle employer's share of statutory contributions with the ESI/EPF authorities at his own level and maintenance of such record as per rules. He will furnish proof of deposit of such contributions to the appropriate authority of C-DAC along with wage bill for the next month. He will also arrange to open such EPF/ESI accounts etc. of all the employees deployed by him at C-DAC Hyderabad. In case of failure on the part of Service Provider to deposit EPF/ESI etc. with the concerned authorities within the stipulated period the Service Provider shall be liable to pay penalty so imposed by the C- DAC authority
20. The service provider should deploy the personnel after screening from HR Department, C-DAC, Hyderabad. The minimum educational qualification and experience required pertaining to personnel to be deployed is given in Annexure – I.
21. The Contactor shall ensure that the workmen deployed by him behave decently and do not indulge themselves in any such activities, which are unbecoming on the part of a person working in the Government Office.
22. The service provider shall be responsible for the good conduct and behaviour of his employees. If any employee of the Service provider is found misbehaving with the

**HYDERABAD**

supervisory staff or any other staff member/ student of the Centre, the Service provider shall terminate the services of such employees at their own risk and responsibility on the recommendation of the any Officer designated by the Director, C-DAC, Hyderabad. The Service provider shall issue necessary instruction to its employees to act upon the instructions given by the supervisory Staff of the Centre.

23. The above workmen shall be deployed by the Service provider on all the six days in a week from Monday to Saturday as per schedule indicated by C-DAC.
24. The employees provided by service provider shall work under the supervision of a Designated Responsible Member (DRM) from C-DAC and shall follow the instructions given by this DRM.

HYDERABAD

**Annexure - I**

**The manpower requirement will be as follows (tentative)**

| Sr. No | Skill-set                      | Numbers |
|--------|--------------------------------|---------|
| 1      | Technical/ Technical Support   | 4       |
| 2      | Administrative / Admin Support | 4       |

**Note:**

1. Salaries will be fixed by C-DAC as per rules applicable.
2. In addition to the above designation, if any other category is required in the future their service charges will be same as per quoted service charge percentage in the tender and remaining pay & allowance will be fixed by C-DAC in accordance with the above breakup.

**Section – V: Price Schedule:**

| Sr. No | Skill-set                      | Service charges as percentage of monthly CTC |
|--------|--------------------------------|----------------------------------------------|
| 1      | Technical/ Technical Support   |                                              |
| 2      | Administrative / Admin Support |                                              |

GST shall be extra as applicable

TDS will be deducted, as applicable.

HYDERABAD  
**CHECKLIST OF DOCUMENTS SUBMITTED**

| Sr. No. | Documents to be submitted                                                               | Submitted | Not Submitted | Remarks |
|---------|-----------------------------------------------------------------------------------------|-----------|---------------|---------|
| 1       | Authority Letter <b>Annexure V</b>                                                      |           |               |         |
| 2       | NEFT UTR/Transaction details for Tender Fee of Rs.1,000/-                               |           |               |         |
| 3       | NEFT UTR/Transaction details/BG/FDR for EMD of Rs.1,50,000/-                            |           |               |         |
| 4       | Copy of Registration certificate                                                        |           |               |         |
| 5       | Copy of Registration certificate of EPF                                                 |           |               |         |
| 6       | Copy of Registration Certificate of ESI                                                 |           |               |         |
| 7       | Copy of Labour license                                                                  |           |               |         |
| 8       | Copies of Balance sheets Or CA's certificates towards Annual Turn Over for last 3 years |           |               |         |
| 9       | Copies of two recently executed order not older than 3 years                            |           |               |         |
| 9       | Copy of GST Registration                                                                |           |               |         |
| 10      | Copy of PAN/TAN Card                                                                    |           |               |         |
| 11      | List of Technical and Admin manpower on roll                                            |           |               |         |
| 12      | List of clients indicating deputed with them manpower                                   |           |               |         |
| 13      | Declaration that firm is not blacklisted <b>Annexure IV</b>                             |           |               |         |

**HYDERABAD**  
**Annexure-II**

**PROFORMA FOR TECHNICAL BID**

| Sr. No. | Particulars                                                                                                                                                                                                                        | To be filled by the Bidder |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| 1       | Name of the Agency                                                                                                                                                                                                                 |                            |
| 2       | Date of establishment of the agency                                                                                                                                                                                                |                            |
| 3       | Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person                                                                                                    |                            |
| 4       | Whether registered with and holding license from all concerned Government Authorities including registration under Contract Labour (Regulation & Abolition) act, 1970. (Copies of all certificates of registration to be enclosed) |                            |
| 5       | PAN/TAN Number (copy to be enclosed)                                                                                                                                                                                               |                            |
| 6       | Labour License Number (copy to be enclosed)                                                                                                                                                                                        |                            |
| 7       | GST Registration Number (copy to be enclosed)                                                                                                                                                                                      |                            |
| 8       | EPF Registration Number (copy to be enclosed)                                                                                                                                                                                      |                            |
| 9       | ESI Registration Number (copy to be enclosed)                                                                                                                                                                                      |                            |
| 10      | Whether the firm is blacklisted by any Government Department or any criminal case is registered                                                                                                                                    |                            |

**HYDERABAD**

|    |                                                                                                                                                                                               |  |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|    | against the firm or its owner/partners anywhere in India. (If no, a certificate is to be attached in this regard)                                                                             |  |
| 11 | Length of experience in the field                                                                                                                                                             |  |
| 12 | Experience in dealing with Govt. Departments (indicate the names of the Departments and years of dealing with those Departments and attach copies of contract orders placed on the agency)    |  |
| 13 | Whether the undertaking regarding acceptance of the terms and conditions have been duly signed, in token of acceptance of the same, is attached.                                              |  |
| 14 | Whether agency profile is attached?                                                                                                                                                           |  |
| 15 | Whether any show cause notice was ever issued by the Office of the Labour Commissioner or any Government Agency? If so, details thereof (please attach the copies of communications, if any). |  |

HYDERABAD  
**ANNEXURE-III (EMD UNDERTAKING)**

Date:

To:

The Director General,  
Centre for Development of Advanced Computing (C-DAC)  
Innovation Park, Panchavati, Pashan Road,  
Pune - 411008 Maharashtra, INDIA

**Subject: Undertaking as per GFR – 2017, Rule 170(iii)**

Dear Sir,

We, the undersigned, offer to Supply the -----as per tender at C-DAC Hyderabad, in response to your Tender No-----. We are hereby submitting our proposal for same, which includes Technical bid and the Financial Bid. As a part of eligibility requirement stipulated in said tender document, we hereby submit a declaration in lieu of Earnest Money Deposit (EMD), as given below:

- 1. Our bid shall remain valid for 120-days from the date of submission and that we will not withdraw or modify our bid during the validity period,**
- 2. In case, we are declared as successful bidder and an order is placed on us, we will submit the acceptance in writing within 7 days of placement of order on us.**
- 3. In case, we are declared as successful bidder and an order is placed on us, we undertake, to submit a Security Deposit of 5 % of the order value, as per terms stipulated in the tender.**
- 4. In case of failure on our part to comply with any of the above said requirements, we are aware that we shall be declared as un-eligible for said tender and /or debarred from any future bidding process of C-DAC for a period of minimum one year.**
- 5. The undersigned is authorized to sign this undertaking.**

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory:

e-mail:

Mobile No:

HYDERABAD  
**ANNEXURE IV – COVERING LETTER**

Date:

To:

**The Director,  
Centre for Development of Advanced Computing (C-DAC)  
Plot No: 6&7, Hardware Park, Sy. No.1/1, Srisailem Highway,  
Hyderabad – 501510**

**Subject:** Submission of bid for Providing Manpower Outsourcing Services.

Dear Sir,

We, the undersigned, offer to supply the solution to C-DAC, in response to your **Tender No: CDACH/HRD/OS/2020**. We are hereby submitting our proposal for same, which includes Technical bid and the Financial Bid on [www.eprocure.gov.in](http://www.eprocure.gov.in)

We hereby declare that all the information and statements made in this bid are true and we accept that any misinterpretation contained in it, may lead to our disqualification.

We undertake, if our proposal is accepted, to submit a Security Deposit of 5 % of the contract / order value, as per terms stipulated in the tender.

We hereby certify that my/ our firm has not been disqualified and / or blacklisted by any Office/ Department/ Undertaking of the State Government / Central Govt. of India, PSU/ Autonomous Body of Government of India, at the time of submission of this bid.

We agree to abide by all the terms and conditions of the tender document, including corrigenda. We would hold the terms of our bid valid for 120 days as stipulated in the tender document.

We understand you are not bound to accept any Proposal you receive.

The undersigned is authorized to sign this bid document. The authority letter to this effect is enclosed.

Yours sincerely,

Authorized Signatory:

Name and Title of Signatory:

e-mail:

Mobile No:

HYDERABAD  
**ANNEXURE V – AUTHORITY LETTER**

Date:

To:

**The Director,  
Centre for Development of Advanced Computing (C-DAC)  
Plot No: 6&7, Hardware Park,  
Sy. No.1/1, Srisailem Highway,  
Hyderabad – 501510**

**Subject: Authority Letter**

**Ref: Tender No CDACH/HRD/OS/2020**

Dear Sir,

We, M/s \_\_\_\_\_ (Name of the bidder) having registered office at  
\_\_\_\_\_ (address of the bidder) herewith submit our bid against the said tender document.

Mr./Ms. \_\_\_\_\_ (Name and designation of the signatory), whose signature is appended below, is authorized to sign and submit the bid documents on our behalf against said RFP

Specimen Signature:

The undersigned is authorised to issue such authorisation on behalf of us.

For M/s \_\_\_\_\_ (Name of the bidder)

Signature and company seal

Name

Designation

Email

Mobile No.

HYDERABAD  
BANK DETAILS OF NEFT

Electro fund transfer system  
To make payments through debit clearing

|                                                                                                 |                                                      |
|-------------------------------------------------------------------------------------------------|------------------------------------------------------|
| 1. Name of the Firm:                                                                            | Centre for Development of Advanced Computing (C-DAC) |
| 2. Name of the Supplier                                                                         | Centre for Development of Advanced Computing (C-DAC) |
| 3. Particulars of Bank Account                                                                  |                                                      |
| (a) Bank's Name                                                                                 | Bank of India                                        |
| (b) Branch Name                                                                                 | Shamshabad, Hyderabad                                |
| (c) 9 - digit code number of the bank & branch appearing on the micro cheque issued by the bank | 500013041                                            |
| (d) Account type with code                                                                      | Savings Account                                      |
| (e) Ledger No. / Ledger folio No                                                                | N/A                                                  |
| (f) Account Number                                                                              | 566310110004393                                      |
| (g) IFSC Number                                                                                 | BKID0005663                                          |
| 4. Date of effect                                                                               | January, 2015                                        |

I, hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons for incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation later and agree to discharge the responsibility expected of me as a participant under the scheme.

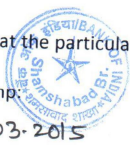
*Sundhar*

(SIGNATURE OF THE CUSTOMER)

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp:

Date: 13.03.2015



हस्ताक्षर और प्रमाणित/For BANK OF INDIA

*17/3/15*  
सहायक प्रबंधक/Asst. Manager  
शमशाबाद शाखा/Shamshabad Br.

SIGNATURE OF THE AUTHORISED / OFFICE FROM THE BANK