

**Inter-University Accelerator Center
New Delhi**

Tender No: IUAC/NIT/29/BD/2019-20

Dated: 19/07/2019

Inter - University Accelerator Centre (IUAC) invites online bids through e-procurement Portal under **SINGLE BID SYSTEM** from eligible / experienced parties for the work/supply of "**TECHNICAL MANPOWER**" required at IUAC.

Tender Documents may be downloaded from Central Public Procurement (CPP) Portal

<https://eprocure.gov.in/eprocure/app> and www.iuac.res.in

Aspiring Bidders who have not enrolled / registered in e-procurement portal should enroll / register before participating through the website <https://eprocure.gov.in/eprocure/app>

Bids should be submitted online only at website: <https://eprocure.gov.in/eprocure/app>

Tenderers / Contractors / Bidders are advised to follow the instructions provided in the e-procurement portal. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned documents.

IUAC reserves the right to accept / reject any / all tenders in part / full without assigning any reasons whatsoever, and the decision of IUAC in this regard will be binding on all the bidders.

Bidders are advised to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled and submit online without modifying the format. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

Any Corrigendum / Amendments in respect of above tender shall be issued on IUAC website www.iuac.res.in and the website <https://eprocure.gov.in> only. Bidders should take into account any corrigendum published on the tender document before submitting their bids.

E-TENDER DOCUMENT

Name of Work / Supply	TECHNICAL MANPOWER/DEVELOPER
Tender Number	IUAC/NIT/29/BD/2019-20
Earnest Money Deposit	NIL
Bid Submission End Date and Time	30/07/2019 at 3.00 p.m.
Bid Opening Date	31/07/2019 at 3.30 p.m.
Address for submission of Tenders	M. B. Joseph Administrative Officer (S&P) E-mail: joseph@iuac.res.in B. Datt, Sr. Admn. Officer e-mail: bdatt1966@gmail.com Phone: 011-24126018 & 24126022
Place of opening of the Tender	Committee Room / Council Room, IUAC
Tender Document Fee	NIL

A. : Instructions to the bidder:

- 1) **Submission of Tender** : Tenders should be uploaded on CPP Portal in single part. The bidder shall provide details of the firm in the Form at **Annexure – I**
- 2) **Price Bid/BOQ** : The Financial bid Format is at **Annexure-II**.
 - a. The charges should be quoted in figures and words in the format and GST should be mentioned separately which will be paid as per actual.
 - b. In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.
 - c. The quoted price shall remain firm throughout the tenure of the contract and no revision is permissible for any reason except the statutory obligations.
 - d. The bidders who quote unrealistic rate of service charges i.e.'0%' shall be rejected and debarred for further consideration. If the bidders quote percentage with more than two decimal points, then upto two decimal points only be considered without rounding up.
- 3) The bidders are required to upload the scanned copies of the entire NIT duly signed & stamped on each page as a token of acceptance.
- 4) The bidder shall attach Bio-data of at least three persons who are proposed for the above assignment indicating qualification and experience along with the financial bid. This will facilitate selection of a suitable candidate.

- 5) The bidder shall ensure that the manpower proposed to be deployed in IUAC conforms to the technical specification of education and skill prescribed in the Tender document.
- 6) Tender shall be valid for our acceptance without any change in rates and NIT conditions for a period of 90 days from the date of opening of price bid.
- 7) Successful bidder will be required to execute a service level agreement as per as per **Annexure-III** and shall also execute a Certificate of Data Security at **Annexure-IV**.
- 8) All the correspondence in respect of tender/contractual obligation shall be made to A.O. (S&P), Inter University Accelerator Centre, Aruna Asaf Ali Marg, New Delhi -110067.
- 9) IUAC reserves the right to reject any or all the tenders in full or in part without assigning any reasons whatsoever, and the decision of the Centre in this regard will be binding on all the bidders. Tenders not complying with any of the provisions stated in this tender document are liable to be rejected. Director, IUAC reserves the right to accept or reject any tender without assigning any reason and does not bind himself to accept the lowest tender.
- 10) Tender once submitted will remain with the IUAC and never be returned to the bidders.

B. Requirement of Technical Manpower :

Category	Developer
Year of Experience	Minimum 5 years in developing PHP /Postgresql
Technology / Knowledge	<p><u>Essential:</u> PHP, SQL modules, HTML, open source software, knowledge of open source and website management.</p> <p><u>Desirable :</u> Drupal, Python, JAVA, server management</p>
No. of manpower required	One
Education Level	B.Tech (CSE/IT)/ MCA

C. Scope of Work of Developer :

- i. Update and maintenance of existing ERP package. This package has been developed in-house using PHP and Postgresql.
- ii. To maintain and manage web application /software /website which has been developed.
- iii. Add and Remove the user's and assigning the role.
- iv. Time to time modifications in web application/software/website based on new

- requirement.
- v. Implementation of new circular /notice / memo/schemes etc. issued by IUAC, addition of new database tables and their integration and testing with web application / software /websites.
 - vi. To maintain/handle web servers, database servers and related administration, troubleshoot and rectifying any errors on the Cloud servers provided by NIC/IUAC on which the web application/software/website is running.
 - vii. Providing the training of web application/software/website.
 - viii. Troubleshooting fault and rectification.
 - ix. Generation, preparation of reports returns related to web application /software /website.
 - x. Support the entire application life-cycle (concept, design, test, release and support).
 - xi. Develop fully functional web application/software/website applications as per government guidelines and website.
 - xii. Gather specific requirements and suggest solutions.
 - xiii. Write unit and UI tests to identify malfunctions.
 - xiv. Troubleshoot and debug to optimize performance.
 - xv. Design interfaces to improve user experience.
 - xvi. Liaise with stakeholders to plan new features.
 - xvii. Ensure web application/software/website meet quality standards.
 - xviii. Stay up-to-date with new technology trends.

D. General Terms and Conditions of the Tender:

1. The number of manpower is purely need based and this may be increased as per requirement.
2. The Contract shall remain valid for a period of one year initially and if the services are found satisfactory, the same may be extended for further period. However, the IUAC shall have full power to terminate the contract if the manpower supplied is not functioning to the satisfaction.
3. IUAC shall have full power to reject the manpower which to the true intent and meaning is not in accordance with the requirement as per tender document.
4. The contracting agency will deposit a sum equivalent to **10% of the tender value as Performance Security** for compliance with the terms and conditions of this contract.
5. The IUAC reserves the right:-
 - i) To terminate the contract by giving notice of one month any time during the contract.
 - ii) To extend the contract up to further period, if required from the date of expiry of the initial period, at the rates quoted in the price bid and terms & conditions of the bid.
6. The contracting agency will be entirely responsible for the execution of this contract in all respect in accordance with terms & condition and shall not assign or sub-let the same.

7. If any dispute or difference shall arise including this contract the settlement of which is not herein before provided for the same shall be referred to the arbitration of the IUAC of Patents, Designs and Trademarks or if he is unable or unwilling to act as arbitrator to the arbitration or any person nominated by him in writing and the decision of such arbitrator shall be final and binding on the parties to this contract.
8. The contracting agency shall also be responsible for timely statutory payments in respect of supplied manpower and there shall not be any responsibility of the IUAC.
9. That the contractor shall keep the IUAC indemnified against all claims whatsoever in respect of the employee(s) deployed by the contractor including the court matter. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case IUAC or any person authorized by him is made party and is supposed to contest the case, the IUAC or any person authorized by him will be reimbursed for the actual expenses incurred towards Counsel Fee and other expenses which shall be paid in advance by the contractor to IUAC or any person authorized by him or demand. Further, the contractor will ensure that no financial or any other liability comes on IUAC or any person authorized by him in this respect of any nature whatsoever and shall keep IUAC or any person authorized by him indemnified in this respect.
10. That the contractor shall further keep the IUAC indemnified against any loss or the IUAC or any person authorized by him property and assets. The IUAC shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.
11. That the contracting agency shall be responsible for faithful compliance of terms and conditions of this agreement, and shall also abide by all terms and conditions as mentioned in the tender document.
12. That if the contractor violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of IUAC, a penalty leading to a deduction up to a maximum of 10% of the total amount of bill for particular month will be imposed.
13. The security money shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and /or loss/damage, if any, sustained by the IUAC on account of failure or negligence or the workers deployed by him or in the event of breach of the agreement by the Contractor.
14. The successful agency/bidder shall furnish the following documents in respect of the individual manpower who will be deployed by it in the IUAC before the commencement of work:
 - a) Bio-data of person along with the certificate in respect of educational/professional qualification etc.

- b) Attested copy of matriculation certificate containing date of birth.
 - c) Certificate of verification of antecedents of person by local police authority.
 - d) Detailed proof of identity like driving licence, bank account details, proof of residence and recent two photographs of the personnel to be deployed by the agency in IUAC.
15. The successful agency/bidders shall ensure that the personnel deployed is medically fit.
 16. The successful agency/bidders shall be responsible for proper conduct of his/her personnel in IUAC office premises.
 17. The personnel deputed to IUAC by the successful agency/bidders should be polite, cordial, positive and efficient while handling the assigned work.
 18. The person(s) deputed in IUAC shall not be changed by the agency in any circumstances unless there is a specific request from IUAC in writing.
 19. It will be the responsibility of the successful agency/bidder to meet transportation, medical and other requirements in respect of the person deployed in IUAC and IUAC will have no liabilities in this regard.
 20. For all intents and purposes, the successful agency/bidder shall be 'Employer' within the meaning of different labour legislation in respect of manpower so deployed in the IUAC. The person deployed by the agency/bidder in IUAC shall not have claims of any employer and employee relationship against IUAC.
 21. The successful agency/bidder shall be solely responsible for the redressal of grievance/resolution of dispute relating to person deployed. The IUAC shall in no way be responsible for settlement of such issues whatsoever.
 22. The IUAC shall not be responsible for any financial loss or any injury to any person deployed by service providing agency/bidder in the course of their performing the functions/duties or for payment towards any compensation.
 23. The persons deployed by the successful agency/bidder shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees of the IUAC during the currency or after expiry of the contract.
 24. In case of termination of the contract on its expiry or otherwise, the persons deployed by the successful agency/bidder shall not be entitled to and will have no claim for any absorption in the regular/otherwise capacity in IUAC.
 25. The deployed person if on leave for more than 5 working days, the agency/bidder must provide a replacement with overlap of 5 days at IUAC without any extra cost.

26. The contract will be initially for a period of one year and is likely to commence from the date of deployment of manpower which may be extended for a further period depending upon the requirement of manpower, administrative convenience of IUAC and performance of the Agency.
27. The remuneration to be quoted for working hours from 9:00AM to 5:30PM including lunch of 30 minutes (6 days working in a week).

E. LEGAL

1. The successful agency/bidder shall be responsible for compliance of all statutory provisions relating to Wages, Provident Fund and Employees State Insurance etc., in respect of the person deployed by it in the IUAC.
2. The successful agency/bidder shall also be liable for depositing all taxes, statutory obligation, levies, cess etc., on account of services rendered by the bidder to IUAC to concerned tax, ESI, EPF authorities from time to time as per extant rules and regulations on the matter. In case, the successful agency/bidder fails to comply with the statutory/taxation liabilities under appropriate law, and as a result thereof, the IUAC is put to any loss/obligation, monetary or otherwise, the IUAC will deduct the same from the monthly bills and /or the performance security deposit of the agency/bidder, the extent of the loss or obligation in monetary terms.
3. The successful agency/bidder shall maintain all statutory registers under the law. The agency shall produce the same, on demand to the concerned authority of IUAC or any other authorities under law.
4. The tax deduction at source (TDS) shall be made as per the provisions of Income Tax Act and a certificate to this effect shall be provided to the agency by the IUAC.
5. The remuneration of the deployed staff must be credited to their bank account by the successful agency/bidder latest by 7th of every month except during financial year ending. A penalty of Rs. 500/- per day shall be imposed on the agency for failure to meet this deadline.
6. The successful agency/bidder shall present the bills for reimbursement of the remuneration latest by 2nd of every month so that the same can be processed in IUAC at earliest. However, the deadline of payment of remuneration to the persons deployed by the agency shall not be altered by the agency even if payment is not received or delayed from IUAC.
7. All disputes or differences whatsoever arising between the parties out of or relating to the meaning and operation of effect of work order or breach thereof shall be subject to Courts at New Delhi.

Accepted

(Signature and Stamp of bidder)

BIDDER DETAILS

1.	Name of Firm	
2.	Address, Telephone and E-mail	
3.	Name and Mobile Number of contact person	
4.	Status of Firm : Sole Proprietorship / Partnership/ Private Ltd./Limited Co.	
5.	Registration No. Of Firm	
6.	Year of Establishment of the Firm	
7.	ESI & EPF Registration No.	
8.	PAN No.	
9.	Name of three organisation satisfactorily executed similar nature of contract during last three years	
10.	Other details, if any	

(Signature of Bidder)

ANNEXURE-II**FINANCIAL BID****(Rate should be quoted in Standard BOQ .XLS format only)**

Sl. No	Description	Required Quantity	Unit		Rate/Amount (Rs.)
1.	Monthly remuneration for providing Developer	1	Nos.	1 st year charges	
		1	Nos.	2 nd year charges	
		1	Nos.	3 rd year charges	
2.	Service/Agency Charges	1	Nos.		
3	GST				
	Total Amount				

(Signature & Seal of the Bidder with date)

AGREEMENT
(Agreement to be executed on Rs.100/- Non-judicial Court Stamp)

SERVICE LEVEL AGREEMENT (SLA) ENTERED INTO ON BY AND BETWEEN:

Inter-University Accelerator Centre, located at Aruna Asaf Ali Marg, New Delhi-110067 (hereinafter referred to as the IUAC of the part).

AND

M/s..... having its registered office at(hereinafter referred to as the “**CONTRACTOR**” which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns) of the other part.

The IUAC and the CONTRACTOR are individually referred to as a “Party” and collectively referred to as “Parties”.

That WHEREAS the CONTRACTOR will deploy outsourced manpower at the aforesaid location New Delhi in accordance with Tender No. dated at the rates quoted by the Contractor vide their financial bid in response to tender as per all the terms and conditions given in the aforesaid tender which shall become part and parcel of this agreement.

And Whereas the CONTRACTOR shall deploy manpower as per the technical specification of education and skill prescribed in the tender document.

And whereas CONTRACTOR shall pay the salary to its personnel deployed at IUAC as per the structure agreed by IUAC. The expenses on account of salary and service charges be paid by IUAC on verification of bill submitted by Contractor.

And whereas CONTRACTOR shall abide by all the rules & regulations and directions of IUAC and also indemnify IUAC, against all the risks, losses, claims, damages, on account of supply of manpower.

The performance Security Bank Guarantee would be encashed by IUAC in case

CONTRACTOR fails to provide manpower and/or breaches terms & conditions of the aforesaid document.

This agreement is made for a period of one year from to

In WITNESS THEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS.....DAY OF

Signed for and on behalf of
Inter-University Accelerator Centre

Signed for and on behalf of
CONTRACTOR

Name
Designation
Office Seal

Signature of the bidder with seal

**DATA SECURITY CERTIFICATE
(To be executed on Rs. 100/- Non-judicial Court Stamp)**

I / We hereby certify that the Inter-university Accelerator Centre shall have absolute right on the digital data and output products processed / product by me / us. I / We shall be responsible for security / safe custody of data during processing. I / We also certify that the digital topographical data will not be taken out of the building premises on any media by any means by me/us or any other person deployed by me/us. The original input data supplied to me / us by the Office of IUAC of digital data and output products processed / produced from input data will not be passed on to any other agency or individual other than the authorized person of IUAC. I / We shall abide by all security and general instructions issued by IUAC a person authorized by IUAC from time to time. We understand Intellectual Property Rights belong to IUAC.

I / We also agree that any data pertaining to IUAC will be handed over / removed (as the case may be) from my / our possession in the presence of person(s) authorized by IUAC after completion of the task.

Signature of the contracting agency

Name, Date, Signature & Address of the witnesses

(1)

(2)