



The Institute of Cost Accountants of India
(Statutory body under an Act of Parliament)
CMA Bhawan, 12, Sudder Street, Kolkata - 700016
Website: www.icmai.in

Ref. No.: TC (HR-ADMIN)/MANPOWER/01/2018

7th March, 2018

EXPRESSION OF INTEREST FOR EMPANELMENT OF MANPOWER COMPANY / FIRM / AGENCY / CONTRCATOR FOR SUPPLY OF MANPOWER IN KOLKATA AND OTHER PLACES IN WEST BENGAL

The Institute of Cost Accountants of India intends to engage Kolkata based reputed Manpower Company / Firm / Agency / Contractor to supply of manpower for Back Office job under different Directorates / departments at Headquarters and other offices of the Institute at Kolkata.

1	Type of work	Supply of manpower
2	EMD	Rs.1,20,000/- (refundable)
3	Mode of payment of EMD	To be deposited in the form of Demand Draft/ Pay Order drawn in favour of " The Institute of Cost Accountants of India " payable at Kolkata
4	Availability of EOI document	ICAI's website i.e. www.icmai.in w.e.f 7th March, 2018
5	Last date of submission of EOI	27th March, 2018 4:00 PM
6	Address of submission	The Secretary (acting), Institute of Cost Accountants of India, CMA Bhawan, 12 Sudder street, Kolkata – 16
7	Mode of submission of EOI documents	May be submitted by hand or through post/courier so as to reach before the due date & time.
8	Contact person	For further Clarification contact Ms. Jayati Sinha, Dy. Director, HR & Administration , mail id.: hr.dd1@icmai.in , Monday to Friday during office hours

ICAI shall not be liable for any postal delays whatsoever in receipt of EOI documents and EOI received after the stipulated date and time shall not be entertained. EOIs submitted without EMD will be summarily rejected.

The Service Provider should have all valid statutory registrations like:

- i) Registration with PF Code.
- ii) ESI registration.
- iii) Registration under Contract Labour (Regulation & Abolition) Act 1970 and Rules
- iv) Shop and Establishment Number.
- v) PAN
- vi) GSTIN
- vii) P. Tax



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GENERAL TERMS AND CONDITIONS FOR EMPANELMENT

1. The bidder shall necessarily be a legally valid entity such as a Limited Company or a Private Limited Company registered under Company Act, 1956. Partnership firm or a Proprietorship.
2. The Contract is to commence from the date of signing the Contract Agreement with the Manpower Company / Firm / Agency / Contractor and shall continue for a period of one year, unless it is curtailed or terminated by the Institute owing to deficiency of service, sub standard quality of manpower deployed, breach of contract, reduction or cessation of the requirement of work.
3. The Contract shall automatically expire after one year from commencement of the Contract unless extended further by the mutual consent of contracting Manpower Company / Firm / Agency/Contractor and this Institute.
4. The Contract may be extended on the same terms and conditions or with some addition / deletion / modification and on satisfactory performance, for a further period of one year or such duration decided by this Institute.
5. The contracting Manpower Company/Firm/Agency/Contractor shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other Manpower Company/Firm/Agency/Contractor without the prior written consent of this Institute.
6. The contracting Manpower Company / Firm / Agency / Contractor will be bound by the details furnished by him/her to the Institute, while submitting the tender or at subsequent stage. In case, any of such documents furnished him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract.
7. Financial bids of only those Manpower Companies / Firms /Agencies / Contractors who are technically qualified shall be evaluated.
8. The contracting Manpower Company /Firm / Agency / Contractor shall ensure that the manpower deployed in the Institute conforms to the technical specifications of age, qualification, medical fitness, language skills, conduct, and antecedents.
9. The manpower deployed by the Manpower Company / Firm / Agency / Contractor shall be required to work normally as per the Institute's working days, i.e. from Monday to Friday. However, in exigencies of work, they may be required to attend work of the Institute on Weekly-off and other holidays, if required.



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10. The contracting Manpower Company / Firm / Agency / Contractor shall engage necessary manpower as required by this Institute from time to time. The said person employed by the service provider shall be the employee of the service provider and **it shall be the duty of the service provider to pay their salary / wages in time i.e. before 6th of every month.**
11. The contracting Manpower Company / Firm / Agency / Contractor shall be liable for due observation and implementation for the Statutory Conditions / requirements of labour laws as applicable to his workman, during the contract period.
12. It is obligatory on the contracting Manpower Company / Firm / Agency / Contractor to ensure that wages paid should not be less than the minimum wages fixed by the Government from time to time and all relevant statutory requirements must be incorporated in the amount to be paid to each employee.
13. The successful bidder will enter into an agreement with this Institute for supply of suitable manpower as per the requirement of this Institute on these terms and conditions. The agreement will be valid for a period of one year from the date of signing of the agreement and shall continue to be in force in the same manner, unless terminated in writing. The service charges quoted on per employee / per month basis by the contractor shall be fixed for a period of one year and no request for any change / modification shall be entertained before expiry of one year subject to satisfactory performance of the service provider and such amendments as mutually agreed to.
14. However, the agreement can be terminated by either party giving 1(one) month's notice in advance. If the service provider fails to give one month's notice in writing for termination of the agreement, one month's wages, etc and any suitable amount due to the service provider from this Institute shall be forfeited by this Institute.
15. That on the expiry of the agreement as mentioned above, the service provider will withdraw the entire contract worker and clear their accounts by paying them all their legal dues. In case of any dispute on account of termination of employees or non employment by the workers of the service provider, it shall be the entire responsibility of the service provider to pay and settle the same.
16. The Institute reserves the right to award the contract in full or part to any bidder without assigning any reasons.
17. If any dispute arises between the contract and the Institute, Institute will be final Authority to settle the dispute.
18. The rate shall include all statutory dues like E.P.F., E.S.I., Professional Tax, Service Charges and EDLI etc.



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19. Institute may ask the documentary evidence in respect of payment of statutory liabilities as and when required to be furnished.
20. Before award of contract, all original documents will be checked by the Institute and at that time attested photo copies are required to be furnished.

Essential Requirements:

1. Manpower Company / Firm / Agency / Contractor should not have been blacklisted by any Government/Government Agency during its entire period of existence;
2. Manpower Company / Firm / Agency / Contractor should be a registered organization and working in the State;
3. Manpower Company / Firm / Agency / Contractor should have minimum turnover of **one crore per year consecutively for last three year.**
4. Manpower Company / Firm / Agency / Contractor should have presence in a wide geographical area within the State.
5. The Agency should not have any statutory dues like outstanding PF, ESIC, P. Tax etc.
6. The agency should have an established / registered office in Kolkata, as the sourcing of manpower has to be for the Institute's Kolkata office.

Period of Contract:

1. The period of contract shall be **one year** from the date of award of contract.
2. The Manpower Company / Firm / Agency / Contractor shall deploy its resources immediately after the contract is signed.

Cancellation/ Termination of Contract:

1. If at any point of time during the period of contact, it is observed by the Institute that the service rendered by the Manpower Company / Firm / Agency / Contractor are not to the satisfaction of the Institute or any terms of contract are violated, the Institute reserves the right to terminate the contract with immediate effect without any notice or compensation thereof.
2. The Institute can terminate the contract by giving one month's notice in writing without assigning any reason.
3. Settlement of disputes will be as per Indian Arbitration and Conciliation Act, 1996 and venue will be the **The Institute of Cost Accountants of India, CMA Bhawan, 12, Sudder Street, Kolkata – 700016.**



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Activity Location:

Kolkata

Financial Terms and Condition:

1. The fixed CTC per month per job category will be prescribed by the Institute. This fixed CTC includes all expenses incurred for per person deployed under specific job category which will be inclusive of all statutory charges.
2. Evaluation would be made on lowest (L1) quote basis on the basis of quoted service charges.
3. The bid shall be submitted in **two** separate sealed envelopes, namely Technical bid and Commercial bid. Both of Technical and Financial bids must be submitted at the same time, in separate sealed envelopes but in **one larger envelop superscribing the tender no./date/type of bid/name and stamp of the bidder**. The format of the Technical bid is enclosed as Annexure -1 and Financial Bid as Annexure –II.
4. Submission of **Earnest Money Deposit (EMD) of Rs. 1,20,000/-** (Rs. One Lac twenty thousand only) by D.D in favour of “**The Institute of Cost Accountants of India**”, payable at Kolkata is one of the compulsory conditions for the qualification of Technical Bid. The said amount will be refunded without any interest, if the tender of Manpower Company /Firm /Agency / Contractor are not selected.
5. The EMD of the successful bidder will be converted into security deposit and it would be retained by the Institute for a minimum period of 6 month (s) after expiry /termination of the contract. The Institute reserves the right to deduct appropriate amount from the security deposited in lieu of any unpaid statutory dues. In case of pendency of any dispute related to nonpayment/less payment of salary/non compliance of statutory obligations by the Manpower Company /Firm /Agency / Contractor which may results into financial liabilities for the Institute. In such cases the Institute reserves its right to withhold such security deposit for a period beyond six months after expiry / termination of the contract or otherwise the amount will be refunded without any Interest on expiration of the contract.



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Annexure -1

INFORMATION SHEET / QUALIFYING CRITERIA

**(To be filled in and submitted by the Applicant along with copies of documents
in support of the information furnished by the applicant)**

INFORMATION SHEET			
Sl.	Particulars	Information to be furnished by the applicant	For use By ICAI
01	Name of the Party		
02	Address of Head Office / Regd. Office with telephone no. Fax no. E-Mail etc.	Address : Tel No. with STD code: Fax no. with STD Code: E-mail address : Contact Persons with designation: (i) (ii)	



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03	Address of the other offices/branches With Telephone no. fax no. E – Mail address etc.	Address : Tel No. with STD code: Fax no. with STD Code: E-mail address : Contact Persons with designation: (i) (ii)	
04	Trade License Number		
05	Ownership pattern(i.e. proprietary concern/ Partnership firm / Pvt. Ltd. Co. / Public Ltd Co. etc.(with documentary evidence)		
06	Detailed profile of the organization, management, Manpower, specialization of staff, variety of services etc		
07	Certified copies of all applicable licenses/ Registration of the issuing authority.		
08	Professional Tax R C No.		
09	Shops & Establishment Registration No.		
10	PAN		
11	DIN No. / CIN No.		
12	GSTIN		



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QUALIFYING CRITERIA			
Sl.	Qualifying Criteria	Response of Applicants	For use by ICAI
11	Services rendered and Minimum Turn-Around – Time for each service		
14	Turnover in last three financial year i.e 2016 - 2017, 2015-2016 & 2014-2015 as per audited Profit& Loss Account	FY 2016 - 2017 : FY 2015 - 2016 : FY 2014 - 2015 :	
15	Empanelled as Service Provider (Manpower) with At least three (CPSEs) or State (PSEs) or autonomous body or Central Govt. Depts. or State Govt. Depts. and three leading Private Sectors. (with documentary evidence)	CPSEs State PSEs Central Govt. Depts. / autonomous body State Govt. Depts.	
16	Full fledged office and infrastructure at Kolkata and other offices in Eastern Region (if any) equipped with all modern facilities viz. telephone, fax, computer, e-mail address, internet etc.		
17	Whether allow at least 45 days credit payment		
18	Separate declaration as to the authenticity of the information/documents		



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MANDATORY DOCUMENTS TO BE SUBMITTED ALONG WITH ANNEXURE – 1

- a) Last three years Audited Profit & Loss A/c and Balance Sheet
- b) Last three years Income tax return
- c) Last three Service tax return
- d) EPF Registration No. Document of Monthly Return submitted for the last two months.
- e) ESIC Registration No. Document of Monthly Return submitted for the last two months.
- f) Last three years Experience Certificate from existing employer/ past employer should be enclosed.
- g) List of Arbitration cases (if applicable).

Annexure – 2

Price Bid Format

S. No.	Particulars	Percentage in both word & figures
A	Agency Service Charges – (on CTC)/Person deployed)	

NOTE

a)	Agency service charges are towards administration, execution and supervision/coordination of activities/any other expenses as per scope of work.
b)	Please submit a separate sheet indicating the proposed break up of Fixed CTC. The break up should clearly indicate exact components of Govt./Mandatory deductions in CTC.
c)	Fixed CTC included, any contribution of the Institute as a principal employer, towards these govt./mandatory deduction and Institute will not make any additional payments (over and above CTC) on account of any such govt./mandatory deduction.



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***Please attach additional sheet if required.**

Date _____

Place _____

Signature /Authorized Signatory

Note:

- 1) Self attested copies of certificates / documents in support of the information provided above are must and shall have to be annexed with the EOI.
- 2) The institute reserves the right to reject any incomplete application without showing any reason.
- 3) The Institute reserves the right not to empanel any party even on fulfilling the eligibility criteria or postpone or cancel the process of empanelment or terminate the empanelment of any party at any time without assigning any reasons in this regard.