



**THE INSTITUTE OF COST ACCOUNTANTS OF INDIA
(STATUTORY BODY UNDER AN ACT OF PARLIAMENT)**

CMA BHAWAN, 12, SUDDER STREET, KOLKATA – 700 016

TENDERNOTICE

Ref. : TENDER/HR/MANPOWER/RC&C/2020-23

September 23, 2020

**Expression of Interest for Empanelment of Manpower Company / Firm / Agency /
Contractor for Supply of Manpower PAN India**

The Institute of Cost Accountants of India intends to engage reputed Manpower Company/ Firm/Agency/Contractor to supply manpower PAN India (i.e. Western Region/Southern Region/Eastern Region and Northern Region of India).

The Service provider should have all valid statutory registrations like:

- i) Registration with EPF
- ii) Registration with ESI
- iii) Registration under Contract Labour (Regulation & Abolition) Act 1970 and Rules
- iv) Registration of GSTN
- v) PAN Number

GENERAL TERMS AND CONDITIONS FOR EMPANELEMENT:

1. The Bidder shall have its Branch Offices in all the four regions.
2. The Contract is to commence from the date of signing of 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, substandard 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 mutual consent of contracting Manpower Company/Firm/Agency/Contractor and this Institute.
4. The Contract may be extended on the same rate, terms and conditions or with some addition/deletion/modification and on satisfactory performance, for a further period of two years or such duration as 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 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, antecedents etc.
9. The manpower deployed by the Manpower Company/Firm/Agency/Contractor shall

require to work normally as per the Institute's working days. However, in exigencies of work, they may be required to attend work of the Institute on holidays.

10. The Contracting Manpower Company/Firm/Agency/Contractor shall engage necessary manpower as required by this Institute from time to time. The manpower so 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 on time i.e. before 5th of every month. Salary disbursement of deployed staffs shall not be linked to payment of the Institute.
11. Payment of bonus (as per act) to employees on time.
12. The selected contractor shall provide the electronic challan cum return (ECR) in respect to wages, EPF, EPS etc. For each manpower along with the bill every month.
13. The payment to the selected contractor will be made in electronic mode only within 30 days of submission of bills.
14. 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.
15. Contracting Manpower Company/Firm/Agency/Contractor must have following valid Statutory Registrations wherever applicable:
 - i) Registration with EPF
 - ii) Registration with ESI
 - iii) Registration under Contract Labour (Regulation & Abolition) Act 1970 and Rules
 - iv) Registration of GSTN
 - v) PAN Number
16. 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 compliances should be adhered to.

17. The successful bidder will enter into an agreement with the 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."
18. However, the agreement can be terminated by either party by giving 2(two) months' notice in advance. If the service provider fails to give two months' notice in writing for termination of the agreement, two months' wages, etc. and any suitable amount due to the service provider from the Institute shall be forfeited by the Institute.
19. That, on the expiry of the agreement as mentioned above, the service provider will withdraw all the 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.
20. The Institute reserves the right to award the contract in full or part to any bidder without assigning any reasons.
21. If any dispute arises between the Contractor and the Institute, Institute will be final Authority to settle the dispute.
22. The rate shall include all statutory dues like EPF, ESI, BONUS, SERVICE TAX,

SERVICECHARGES and EDLI etc.

23. Institute may ask the documentary evidence in respect of payment of statutory liabilities asand when required to be furnished.
24. Before award of contract, all original documents will be checked by the Institute and at thattime 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 onecrore per year during the last three financial years ending on March, 2020. Copies of the P&L Account and Balance Sheet duly certified must be enclosed with the Tender document.
4. Manpower Company /Firm /Agency / Contractor should have presence in a widegeographical area PAN India.

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 services 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. Settlement of disputes will be as per Indian Arbitration and Conciliation Act, 1996 and venue will be, The Institute of Cost Accountants of India, 12, Sudder Street, Kolkata – 700016.

Activity Location:

The location in which the services of the Manpower Company /Firm /Agency / Contractor are required is PAN India.

Financial Terms and Conditions:

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 on the basis of quoted service charges but if a firm quotes NIL charges/consideration/abnormal charges, the bid shall be treated as unresponsive and will not be considered.
3. The bid shall be submitted in two separate sealed envelopes, namely Technical bid and Commercial bid. Both, the Technical and Commercial bids must be submitted at the same time in separate sealed envelopes subscribing the tender no./name/type of bid/name and stamp of the bidder. The format of the Technical bid is enclosed as Annexure -I

and Commercial Bid as Annexure -II.

4. TECHNO-COMMERCIAL DISCUSSIONS Bid of the bidder who submits the required EMD shall be taken up for detailed evaluation. Techno-commercial discussions with bidder shall be arranged, if needed.
5. Submission of **Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rs. One Lac only)** by D.D. in favour of The Institute of Cost Accountants of India, payable at Kolkata is one of the compulsory condition for the qualification of Technical Bid. The said amount will be refunded without any interest, if the tender of Manpower Company /Firm /Agency /Contractor is not selected.
6. 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 non-payment/less payment of salary/non-compliance of statutory obligations by the Manpower Company/Firm/Agency/Contractor which may result into financial liability 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 otherwise the amount will be refunded without any interest.
7. Tenders can be submitted to Shri Suhash Guha / CMA Dr. D.P.Nandy at CMA Bhawan, 12, Sudder Street, Kolkata – 700 016 superscribed with “Bid Reference – TENDER/HR/MANPOWER/RC&C/2020-23” OR can be sent by Post addressing to Shri Suhash Guha / CMA Dr. D.P.Nandy superscribed with “Bid Reference – TENDER/HR/MANPOWER/RC&C/2020-23” at The Institute of Cost Accountants of India, CMA Bhawan, 12, Sudder Street, Kolkata – 700 016. All Tenders must be received by the Institute at Kolkata on or before 13th October 2020 (upto 5.00 pm). The Institute shall not be held liable for any postal or any other delays.

Contact Person : Shri Bhavesh Kumar Sinha
Email id : hr@icmai.in
Mobile No. : 9874405052

INFORMATION SHEET

1	Name of the agency/bidder:	
2	Registered Office Address:	
3	Name of Partners/ Directors/Proprietors as applicable :	
4	Name of the contact person:	
5	E-mail Address:	
6	Contact Number: Telephone/Mobile No.	
7	Status of the Firm (A copy of certificate of incorporation in case of company/ private ltd., affidavit if proprietary firm and a copy of partnership deed in case of partnership be attached).	Individual/ Partnership/Company/Pvt.Ltd.
8	Year of Incorporation/Establishment of the Company/firm:	
9	Detailed profile of the organization, management, manpower, specialization of staff, variety of services etc.:	
10	Professional Tax No.:	

11	GSTN no.:	
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Signature :

Name :

Designation :

Name of the Organisation :

SEAL AND SIGNATURE OF THE TENDERER

Annexure I

TECHNICAL BID FORMAT

Sl.	Qualifying Criteria	Response of Applicants	For use of ICAI
1.	Services rendered and Minimum Turn-Around Time for each service		
2.	Turnover in last three financial year i.e.	F.Y. - Rs. - F.Y. - Rs. - F.Y. - Rs. -	
3.	Empaneled as Service Provider (Manpower) with At least three (CPSEs) or State (PSEs) or autonomous body or Central Govt. Depts. or State Govt. Depts. or three leading Private Sectors. (with documentary evidence by attaching a certificate from the concerned entity and providing the amount of bill raised during the year 2019-20. Total Bill raised during 2019-20 should not be less than Rs. 1 crore.	CPSEs State PSEs Central Govt. Depts. / autonomous body State Govt. Depts.	
4.	Full-fledged office and infrastructure at Western Region/Southern Region/Eastern Region/ Northern Region equipped with all necessary facilities e.g. telephone, fax, computer, e-mail Id, internet etc.		
5.	Separate declaration as to the authenticity of the information/documents		

Signature :

Name :

Designation :

Name of the Organisation :

SEAL AND SIGNATURE OF THE TENDERER

Annexure II

COMMERCIAL BID FORMAT

Sl. 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. Agency service charges should be uniform for all the location.
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Signature :

Name :

Designation :

Name of the Organisation :

SEAL AND SIGNATURE OF THE TENDERER

