

**GOVERNMENT OF INDIA  
INDIAN INSTITUTE OF CORPORATE AFFAIRS  
(MINISTRY OF CORPORATE AFFAIRS)**

**TENDER DOCUMENT**

**For providing PS, PA, Stenographers and Office Assistants to the  
Indian Institute of Corporate Affairs by a Private Manpower Service  
Provider**

- |   |  |
|---|--|
| (a) Period of issue of Tender Document                              | <b>24-11-2011 to 10-02-2012</b>  |
| (b) Date and time for submission of Tender Document                 | <b>From 10.00 AM to 01.00 PM on all working days from 24-11-2011 to 10-02-2012</b> |
| (c) Date and time for opening of Technical Bids                     | <b>At 02.30 PM on 10-02-2012</b>   |
| Opening of Financial Bids of eligible Bidders                       | <b>Shall be intimated later on.</b>  |
| (d) Likely date for commencement of deployment of required manpower | <b>01-04-2012</b>  |

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## SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Indian Institute of Corporate Affairs, located at Plot No.6, Sector-5, Manesar, Gurgaon, Haryana with camp office at 2nd Floor, Paryavaran Bhawan, Lodhi Road, New Delhi, requires the services of reputed, well established and financially sound Manpower service providers to provide Stenographers and Office Assistants.
2. The contract for providing the aforesaid manpower is likely to be for one year from the date of signing of the contract document between IICA and the service provider .The period of the contract may be further extended beyond 31-03-2013 provided the requirement of the Institute for manpower deployed by the selected service provider or because of change in the Institute's requirements. The Institute, however, reserves the right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
3. This Institute has requirement for PS, PA, Stenographers and Office Assistants. The requirements may increase/decrease in any of these categories.
4. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit(EMD) of Rs.10,000 and other requisite documents by 10-02-2012 upto 1.00 PM with Administrative Officer of the Institute functioning at the address mentioned in this document
5. The various crucial dates relating to "**Tender for Providing Manpower Services to the Indian Institute of Corporate Affairs**" are cited as under:
  - (a) Period of issue of Tender Document 24-11-2011 to 10-02-2012
  - (b) Date and time for submission of Tender Document From 10.00 AM to 01.00 PM on all working days from 24-11-2011 to 10-02-2012
  - (c) Date and time for opening of Technical Bid at 2<sup>nd</sup> Floor, Paryavaran Bhawan, C.G.O. Complex, New Delhi. Opening of Financial Bids of eligible Tenders and Selection At 02.30 PM on 10-02-2012  
Shall be intimated later on
  - (d) Likely date for commencement of deployment of required manpower 01-04-2012

6. The tender has been invited under **two bid system i.e. Technical Bid and Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes superscribing "**Technical Bid for Providing Manpower Services to Indian Institute of Corporate Affairs**" and "**Financial Bid for Providing Manpower Services to Indian Institute of Corporate Affairs**." Both sealed envelopes should be kept in a third sealed envelope superscribing "**Tender For Providing Manpower Services to Indian Institute of Corporate Affairs**."
7. The Earnest Money Deposit (EMD) of Rs.10,000 (Rupees Ten Thousand only), refundable (without interest), should necessarily be accompanied with the Technical Bid of the service provider in the form of Demand Draft / Pay Order drawn in favour of Indian Institute of Corporate Affairs, New Delhi, **failing which the tender shall be summarily rejected**.
8. The successful tenderer will have to deposit the Performance Security Deposit of Rs.75,000 (Rupees Seventy Five Thousand only) in the form of a Bank Guarantee/FDR from any Nationalised Bank, drawn in favour of **the Indian Institute of Corporate Affairs, New Delhi** covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee/FDR will have to be accordingly renewed by the successful tenderer.
9. The tendering Manpower Service providers are required to enclose photocopies of the following documents (duly attested by Group "A" Gazetted Officers of the Government of India or Class-I Officers of the State Government", alongwith the Technical Bid, **failing which their bids shall be summarily/outrightly rejected and will not be considered any further**:
  - a) Registration Certificate of the Applicant organisation;
  - b) Copy of PAN Card;
  - c) Copy of the IT Return filed for the last three financial years;
  - d) Copies of EPF and ESI certificates;
  - e) Copy of the Service Tax Registration Certificate;
  - f) Certified Extracts of the Bank Accounts containing transactions during last three years
10. **The conditional Bids shall not be considered and will be outrightly rejected in very first instance.**
11. All entries in the Tender Form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorised signatory may be attached. **No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the Tender shall be**

**summarily rejected.** However, the cuttings, if any, in the Technical Bid Application must be initialled by the person authorised to sign the Tender Bids.

12. The Technical Bids shall be opened on the scheduled date and time (At 02.30 PM on 10-02-2012) in the conference Hall of the Institute at Paryavaran Bhawan, CGO Complex, New Delhi in the presence of the representatives of the Manpower Service Providers, if any who wish to be present on the spot at that time.
13. The Financial Bid of only those tenders will be opened whose technical bids are found in order. The Financial Bids shall be opened in the presence of the representatives of the Manpower Service Providers, if any who wish to be present on the spot at that time. The date of opening of Financial Bid shall be intimated lateron.
14. The Competent Authority of the Institute reserves the right to annul all bids without assigning any reasons

### **Technical Requirements For The Tendering Manpower Service Provider**

1. The tendering manpower service provider should fulfill the following technical specifications:
  - a) The Registered Office or one of the Branch Offices should be located either in Delhi/ New Delhi or in any of the Satellite Towns of Delhi
  - b) They should be registered with the appropriate registration authority;
  - c) They should have atleast three years' experience in providing manpower to Government Departments, Private Companies, Public Sector Companies / Banks, etc;
  - d) They should have their own Bank Accounts;
  - e) They should be registered with Income-Tax and Service-Tax departments;
  - f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
  - g) The annual turnover of the agency for the past two year immediately preceding the current financial year should not be less then Rs. 3 crores per annum. A copy of the Income Expenditure Statement duly authenticated by a practicing CA/Income Tex returns to prove the Agency's turnover must be submitted with the Technical Bid.
  - h) The MANPOWER PROVIDING AGENCY should be providing HR Services to Educational Institute at Post Graduation Level within Indian. A copy of Work Order/Agreement needs to be submitted.

**TECHNICAL REQUIRMENTS FOR MANPOWR TO BE DEPLOYED BY THE  
SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE INDIAN INSTITUTE OF  
CORPORATE AFFAIRS**

- 1) He/She should be above 18 years of age;
- 2) The Minimum Educational Qualification for PS,PA, Stenographer and Office Assistant will be Graduation in any discipline .
- 3) The PS,PA and Stenographers should have a stenographic speed of 80/100 w.p.m. in English, and should be well conversant with computers and essentially well trained in MS Office and Internet;
- 4) The Office Assistants should be well conversant with the day to day functioning of an office and should be well conversant with computers and essentially well trained in MS Office and Internet;
- 5) He/She should furnish Character certificates from two Gazetted Officers of the Central Government/ State Government;
- 6) His/Her antecedents should have been got verified by the agency from the local police authorities.

**APPLICATION - TECHNICAL BID**

- 1) **For Providing Manpower Services to Indian Institute of Corporate Affairs.**
- 2) Name of Tendering Manpower : \_\_\_\_\_ Service Provider
- 3) Details of Earnest Money Deposit : DDNo. \_\_\_\_\_ date \_\_\_\_\_ Of Rs.10,000/-  
drawn on Bank \_\_\_\_\_
- 4) Name of Proprietor/Director : \_\_\_\_\_  
\_\_\_\_\_
- 5) Full Address of Registered Office \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Telephone No : \_\_\_\_\_

FAX No. : \_\_\_\_\_

E-mail Address : \_\_\_\_\_

6) Full Address of Operating/  
Branch Office : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No : \_\_\_\_\_

FAX No. : \_\_\_\_\_

E-mail Address : \_\_\_\_\_

7) Banker of the Manpower Service  
Provider : \_\_\_\_\_

(Attach certified copy of statment  
of A/c for the last 3 years) \_\_\_\_\_

Telephone No: of the Banker: \_\_\_\_\_

- 8) Pan No. (Attach attested copy) : \_\_\_\_\_
- 9) Service Tax Registration No. : \_\_\_\_\_ (Attach attested copy)
- 10) E.P.F. Registration No.(Attach attested copy) \_\_\_\_\_
- 11) E.S.I. Registration No. : \_\_\_\_\_ (Attach attested copy)
- 12) Financial turnover of the tendering **Manpower Service Provider** for the last 3 Financial Years: (Attach Separate Sheet if space provided is insufficient)

Financial Year	Amount (Rs.Lac)	Remarks, if any
2008-2009		
2009-2010		
2010-2011		

13) Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format [if the space provided is insufficient, a separate sheet may be attached) :

Sl. No.	Name of client Address telephone & Fax No.	Manpower services provided		Amount of Contract (Rs. Lac)	Duration of contract	
		Type of manpower provided	No.		From	To

14. Additional information, if any: (Attach separate street, if required)

Signature of authorised person

Date:  
Name:

Place:

Seal:

**DECLARATION**

1. I, \_\_\_\_\_ Son / Daughter / Wife of Shri \_\_\_\_\_

\_\_\_\_\_ Proprietor / Director /authorised signatory of the Service Provider, mentioned above, am competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am /are well aware of the fact that furnishing of any false information / fabricated documents would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorised person

Date:

Full Name:

Place:

Seal:

**APPLICATION - FINANCIAL BID**

**For Providing Manpower Assistance to Indian Institute of Corporate Affairs**

1. Name of tendering Manpower Service Provider:
2. Monthly Percentage of service charge for each position.
3. Free replacement guarantee period.

Date: \_\_\_\_\_ Signature of authorised person  
Place: \_\_\_\_\_ Full Name:  
Seal:

Notes:

1. The rates quoted by the tendering agency should be inclusive of all statutory taxation liabilities in force at the time into the contract.
2. The payment shall be made on conclusion of the calendar month only

## **TERMS AND CONDITIONS**

### **General**

1. The tenure of contract is initially for a period of one year with a provision of extension for another two years on year to year basis provided the services of the MANPOWER PROVIDING AGENCY are found to be satisfactory. However, the contract is liable to be terminated at the discretion of the competent authority at IICA with one month's notice in case the agency fails to comply with any of the terms & conditions or its services are found to be not satisfactory.

2. The MANPOWER PROVIDING AGENCY has to provide Photo Identity Cards to the persons employed by him/ her for carrying out the work at duty place. These cards are to be constantly displayed & their loss reported immediately.

3. The MANPOWER PROVIDING AGENCY shall replace immediately any of its personnel, if they are unacceptable to IICA because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from Office.

4. IICA shall not be liable for any loss, damage, theft, burglary or robbery or any personal belongings, equipment or vehicles of the personnel of the MANPOWER PROVIDING AGENCY.

5. The MANPOWER PROVIDING AGENCY'S personnel working at the duty place should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote goodwill and enhance the image of this Corporation. The MANPOWER PROVIDING AGENCY shall be responsible for any act of indiscipline on the part of persons deployed by him.

6. The MANPOWER PROVIDING AGENCY shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of IICA.

7. The MANPOWR PROVIDING AGENCY'S personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/ organizational matters as all are of confidential/ secret nature.

8. The MANPOWER PROVIDING AGENCY shall ensure deployment of suitable people from proper background after character verification by the local police, collecting proofs of identity like driving licence, bank account details, previous work experience, proof of residence and recent photograph and send certified copies of the same to IICA. The MANPOWER PROVIDING AGENCY

may withdraw such employees who are not found suitable by the Corporation for any reasons immediately on receipt of such a request.

9. The MANPOWER PROVIDING AGENCY shall ensure proper conduct of its personnel in office premises and enforce prohibition of consumption of alcoholic drinks, chewing of tobacco paan, smoking, loitering without work etc.

10. The MANPOWER PROVIDING AGENCY shall engage the necessary persons as required by IICA from time to time in their establishment on their rolls. The said persons engaged by the MANPOWER PROVIDING AGENCY shall be the employees of the MANPOWER PROVIDING AGENCY and it shall be the duty of the MANPOWER PROVIDING AGENCY to pay their salary every month and remit statutory dues to the authorities concerned in respect of personnel deputed to IICA. They will remain fully under the administrative control of the MANPOWER PROVIDING AGENCY for all purposes of employment, terms and conditions, leave, disciplinary matter etc.

11. Agency will pay the wages to its employees deployed with IICA by 7th of every month and there will be no change of rates during the tenure of contract unless specifically agreed upon. It shall be duty of the Contractor to ensure the disbursement of wages in the presence of the authorized representative of the Corporation.

12. The IICA will not bear any expenses/ liabilities incurred in connection with food, transportation, medical or any other statutory requirement in respect of any personnel of the MANPOWER PROVIDING AGENCY and such liabilities will be the responsibility of the MANPOWER PROVIDING AGENCY only.

13. It shall be the responsibility of the MANPOWER PROVIDING AGENCY to verify the qualification and experience of the personnel deployed. If during the course of engagement of any hired staff, it comes to notice that he/ she has misrepresented the fact about his/ her qualification/ experience, the concerned hired staff shall be immediately taken back by the MANPOWER PROVIDING AGENCY and suitable replacement shall be provided within 7 days time.

14. It is obligatory on the part of MANPOWER PROVIDING AGENCY to ensure that wages paid should not be less than the minimum rates fixed by the Appropriate Government, from time to time and all statutory requirements such as PF, ESI etc. must be incorporated in salary.

15. The MANPOWER PROVIDING AGENCY will provide the required number of personnel for a shorter period also, in case of any exigencies as per the requirement of IICA.

16. The MANPOWER PROVIDING AGENCY shall provide a substitute well in advance if there is any probability of the persons leaving the job due to his/ her own personal reason. The payment in respect of the overlapping period of the substitute shall be responsibility of the service provider.

17. The successful bidder will enter into an Agreement with this office for supply of suitable manpower on these terms and conditions or any other condition mutually agreed upon later. The Agreement will be valid for a period of one year commencing 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/ rates quoted by the MANPOWER PROVIDING AGENCY shall be fixed during the period of contract and no request for any change/ modification shall be entertained during currency of the Contract. The contract / agreement is extendable by one year subject to satisfactory performance of the MANPOWER PROVIDING AGENCY with such amendments as mutually agreed to.

18. On expiry of the Contract/ Agreement, as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of termination of employment or non-employment by the personnel of the MANPOWER PROVIDING AGENCY deployed with IICA, it shall be the entire responsibility of the MANPOWER PROVIDING AGENCY to pay and settle the same without any involvement of IICA.

19. If due to failure of manpower agency in payment of salary and statutory dues of staff deployed by them in IICA, any liability is devolved on IICA, the same shall be compensated by the said Agency to IICA along with interest @ 12% and cost.

20. The Contracting Service provider shall not be allowed to transfer, assign pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of the IICA.

21. The requirement of the Institute may further increase or decrease marginally, during the period of initial contract also. And the tenderer would have to provide additional manpower services, if required, on the same terms and conditions.

22. The tenderer will be bound by the details furnished by him / her to this Institute while submitting the tender or at subsequent stage. In case, any of such documents furnished by 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

23. The persons deployed shall be required to report for work at 09.30 hrs to Administrative Officer and would leave at 18.00 hrs. The person deployed may also be required to work beyond 18.00 hrs. for which he would not be paid any extra remuneration. In case the person deployed is absent on a particular day or comes late / leaves early on three occasions, deduction of one day's admissible amount will be made by the IICA.

24. The Service Provider shall nominate a co-ordinator who would be responsible for immediate interaction with the Institute so that optimal services of the persons deployed by the Agency could be availed without any disruption.

25. The entire financial responsibility in respect of manpower services deployed in this Institute shall be that of the Service Provider and this Institute will in no way be liable.

26. For all intents and purposes, the service provider shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in this Institute. **The persons deployed by the**

**Service Provider in this Institute shall not have any claims whatsoever like employer and employee relationship against Indian Institute of Corporate Affairs.**

27. The Service Provider shall be solely responsible for the redressal of grievances / resolutions of disputes relating to persons deployed. This Institute shall in no way, be responsible for settlement of such issues whatsoever.

28. This Institute shall not be responsible for any financial loss or any injury to any person deployed by service provider in the course of their performing the functions / duties, or for payment towards any compensation.

29. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities to regular / confirmed employees of this Institute during the currency or after expiry of the contract.

30. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service provider shall not be entitled to and will have no claim for any absorption in the regular / otherwise capacity in this Institute.

## **LEGAL**

31. The personnel during course of their engagement shall be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the service provider as well as the person concerned liable for penal action under IPC, Cr.P.C. or any other relevant provisions besides action for breach of contract.

32.. The service provider will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in this Institute. The Institute shall have no liability in this regard.

33. The service provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to Indian Institute of Corporate Affairs to the concerned tax collection authorities from time to time as per extant Rules and Regulations.

34. The service provider shall maintain all statutory register under the Law. The agency shall produce the same, on demand, through the concerned authority of this Institute or any other authority under Law.

35. The Tax Deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/Rules, as amended from time to time and a certificate to this effect shall be provided to the Agency by this Institute.

36. In case, the service provider fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the Institute is put to any loss/ obligation, monetary or otherwise, the Institute will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the service provider, to the extent of the loss or obligation in monetary terms.

## FINANCIAL

37. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of Rs.10,000/- (Rupees Ten Thousand only.) in the form of Demand Draft / Pay Order drawn in favour of Indian Institute of Corporate Affairs, New Delhi **failing which the tenders shall be rejected outrightly.**

38. The Earnest Money Deposited in respect of the agencies which do not qualify the Technical Bid (First Stage)/ Financial Bid (Second Competitive Stage) shall be returned to them without any interest. However, the EMD in respect of successful tenderer shall be adjusted towards the Performance Security Deposit. **Further, if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.**

39. The successful tenderer will have to deposit a security amount of Rs.75,000/- (Rupees Seventy Five Thousand only) in the form of Bank guarantee or Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the Indian Institute of corporate Affairs, New Delhi covering a period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.

40. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the Agency will be liable to be forfeited by this Institute besides annulment of the contract.

41. The agency shall raise the bill, in triplicate, alongwith Attendance sheet [duly verified by Administrative Officer in respect of the persons deployed and submit the same to the Director(A&F) in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.

42. The claims and bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should necessarily be accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill/whole of the bill amount shall be held up till such proof is furnished, at the discretion of this Institute.

43. The amount of penalty calculated @ Rs.100/-a day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the agency shall be deducted from the monthly bills of the service provider in the following month.

44. The Director General & CEO Indian Institute of Corporate Affairs reserves the right to withdraw / relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.

( Lekhan N.Thakkar )  
Director (A&F)

## **ORDER OF ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID**

1. Application - Technical Bid;
2. Attested copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last three years;
4. Attested copy of PAN /GIR Card;
5. Attested copy of the latest IT return filed by agency;
6. Attested copy of Service Tax registration certificate;
7. Attested copy of the P.F. registration letter /certificate;
8. Attested copy of the E.S.I. registration letter / certificate;
9. Certified documents in support of the Financial turnover of the agency;
10. Certified documents in support of entries in column 13 of Technical Bid application;
11. **Copy of terms and conditions at pages 12-17 in Tender Document with each page duly signed and sealed by the authorised signatory of the agency in token of their acceptance.**

## **ORDER FOR ARRANGEMENT OF DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER**

1. List of Manpower shortlisted by agency for deployment in Indian Institute of Corporate Affairs containing full details i.e. date of birth, marital status, address, educational etc.
2. Bio-data of all persons.
3. Character certificates from two Group "A" / Class-I Gazetted Officers of the Central / State Government in respect of all persons;
4. Certificate of verification of antecedents of all persons by local police authority.