

**TENDER NOTICE FOR OUT SOURCING OF MAN POWER SERVICES ON
CONTRACT BASIS
CENTRE FOR INDUSTRIAL CONSULTANCY AND SPONSORED RESEARCH
INDIAN IC & SR OF TECHNOLOGY MADRAS
CHENNAI 600036**

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NO: ICSR2019MANPOWER

DATE: 20.08.2019

Tender No.: ICSR/OUTSOURCE/031/2019

DUE DATE: 12.09.2019 at 3.30 PM

The **Senior Manager, Project Purchase, Centre for IC&SR, Indian IC & SR of Technology Madras**, (from here forth referred to as "**The IC & SR**"), **Chennai-36** (a Central Autonomous Body under the MHRD), invites sealed Tender in Two Bid System from the experienced and reputed Manpower/Agencies for providing manpower (skilled/ semi-skilled/ Unskilled) on outsourcing basis for its different Depts./ Centers/ Sections. The agencies shall have to supply manpower depending upon the requirements of the Centre for IC&SR from time to time. Interested agencies are requested to submit their tender in the enclosed format along with an EMD of Rs. 25,000/- (Rupees Twenty five thousand only) by Demand Draft drawn in favour of "**The Registrar, IIT Madras**", payable at **Chennai** which is refundable or adjusted against Performance guarantee.

1. Submission of Tenders:

- 1.1 The tenders should be submitted in two bid systems (i.e. **Part A – Technical Bid** and **Part B – Financial Bid**) in separate envelopes and sealed. The EMD should be kept in the Technical bid only. The sealed cover duly super subscribed as "Tender for Outsourcing Manpower Service" should be sent to "THE SENIOR MANAGER - PROJECT PURCHASE, 2nd floor, CENTRE FOR IC&SR, IIT MADRAS, CHENNAI – 600 036".
- 1.2 The pre-bid meeting is scheduled for **3rd September 2019 at 11.00 AM**
- 1.3 The last date for submission of the tender is **3.00 PM on 12th September 2019**. The IC & SR will not be responsible for any postal or any other delay. Late bids will not be accepted.
- 1.4 The technical bid will be opened on **12th September 2019 at 3.30 PM** at the IC & SR, Conference Room, 1st Floor, IIT Madras and the financial bids of those tenderers who are technically qualified will be opened at a later date under intimation to them.
- 1.5 The offer shall remain valid for a period of 90 days from the due date for submission of tender.

2. Pre-qualification for selection of Agencies:

- 2.1 Agencies meeting the required criteria as stated in this document at **Annexure-I** and **Part A** shall only be considered for **Financial Bid**. Further, agencies not furnishing the documentary evidence as required will not be considered.
- 2.2 Pre-qualification of the agencies shall not imply final acceptance of the Financial Bid. The Financial Bid of Manpower agency may be rejected at any point during Techno-Commercial evaluation or during price evaluation. The decision in regard to acceptance and / or rejection of any offer in part or full shall be the sole discretion of IIT Madras and decision in this regard shall be binding on the Agencies.
- 2.3 The IC & SR reserves the right to accept or reject any or all offers without assigning any reason. Incomplete offers are liable to be rejected.
- 2.4 The award of contract will be subject to acceptance of the terms and conditions stated in Annexure-I of this tender.

PART-A

TECHNICAL BID

| S. No | Particulars | Document is attached (Yes / No) | Page number to be indicated clearly |
|--------------|--|--|--|
| 1 | Name of the Proprietor / Director of Manpower Agency | | |
| | Name of Participating Manpower Agency (Attach the certificates of registration) | | |
| | Bank Details (attach certified copy of statement of A/C for the last two years) & bank Solvency Certificate issued after the date of publication tender. | | |
| 2 | Fully Equipped CHENNAI Branch office Address | | |
| 3 | Full Particulars of Manpower Agency | | |
| | (i) Address | | |
| | (ii) Telephone Number | | |
| | (iii) Fax No. | | |
| | (iv) Email Address | | |
| | (v) PAN / GIR No (attached attested copy) | | |
| | (vi) GST Registration No. (attached attested copy) | | |
| | (vii) EPFO Registration No (attached attested copy) (Should be Chennai EPFO Registration only) | | |
| | (viii) ESIC Registration No. (attached attested copy) (Should be Chennai ESIC Registration only) | | |
| | (ix) Registration No. under Shops & Commercial Establishment Act (copy to be enclosed) | | |
| | (x) Rent Deed in case, office is rented | | |

| | | | |
|----|---|--|--|
| 4 | Tender documents duly signed on each page | | |
| 5 | List of Government / Semi- Government / Govt. of India Undertaking / Autonomous Body for which similar services are provided along with duration of service along with relevant documents. If any. | | |
| 6 | Satisfactory service performance certificate/ reports of manpower services preferably from the Govt. organisations / PSU's (at least three reports on the letter head of the clients under signatures of the authorized signatory with seal & (attach separate list if necessary) | | |
| 7 | List of awards / recognition received (if any) (attach separate list if necessary) | | |
| 8 | Copies of Audited Annual Financial statements for the last 2 financial Years. | | |
| 9 | A model copy of Group Health Insurance Policy & Group Personal Accidental Insurance with detailed terms & conditions of the policy coverage for the current clients. | | |
| 10 | Model of Employee Handbook | | |
| 11 | FAQ list for the Employee | | |
| 12 | Sample format of ID Card | | |
| 14 | Sample format of Payslip | | |
| 15 | Sample format of Fixed Term Contract Letter (IP agreement to be signed with IIT M) | | |
| 16 | Total staff strength as on date, along with job category & qualifications. | | |

Note: All the above details sought required to be compulsorily attached with the Form, which are necessary to get qualified.

DECLARATION - Technical Bid

-
- 1) I _____ Son/Daughter of
Shri _____, Proprietor/ Partner/ Director/ Manager/
_____ /Authorized Signatory of _____ 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
hereby convey my acceptance of the same.
 - 3) The information/document 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 document would lead to rejection of my
tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person.

Date:

Place:

Company Seal

Note:

A signed copy of the tender documents as acceptance of all terms and conditions of the tender is to be enclosed along with technical proposal.

PART B – FINANCIAL BID

Financial Bid for Providing Manpower on Outsource Basis

| Sl. No | Item | Amount in rupees per month |
|--------|---|----------------------------|
| 1. | <p>Service Charges by the Agency as % on the cost to company. The cost to company includes Gross Salary (as fixed by the IC & SR), employer's contribution towards EPF, ESI, Bonus, Gratuity etc. also inducting the personnel as per the requirement. Considering approximately persons to be employed with an average salary per month of about.</p> <ul style="list-style-type: none">This will be used for the calculation of the total fees for choice of the lowest bid. (assuming the total CTC – cost to company of rupees _____ per annum for 500 staffs approximately) | |

The above rates / terms are valid for a period of 90 days from the due date of this tender (excluding all applicable taxes)

Date:

(Authorized Signature with seal)

Name :

Designation :

TERMS AND CONDITIONS**A. Eligibility criteria for pre-qualification (documentary evidence to be furnished):-**

- 1) The Manpower Agency must be registered as a company for providing of manpower services under The Companies Act 1956 or subsequent amendments of the act.
- 2) The Manpower Agency must possess a valid Labour License issued by the Labour Commissioner
- 3) The Manpower Agency must have registered with **EPFO, ESIC & GST (*should have Chennai registration for ESIC & EPFO)** authorities and also should have **PAN/TAN No and GST Registration Number.**
- 4) The Manpower Agency should have fully equipped Local office in Chennai and the same would be visited by IC & SR Authorities, if required.
- 5) The Manpower Agency should be in the manpower business for at least 5 years and providing manpower to some Govt. / Semi Govt. Organization's /Public Sector undertakings (enclose clients satisfaction certificate from at least three government organizations).
- 6) The average Annual Turnover of the Manpower Agency should not be less than 10 Crores during the last three financial years.

B. Other terms and conditions:-

- 1) The period of contract will initially be for a period of two years subject to review of performance every six months and will be extendable at the discretion of the IC & SR after expiry of the contract.
- 2) An **EMD of Rs. 25000/-** (Rupees Twenty Five thousand only) to be submitted along with Technical Bid in the form of **Demand Draft** in favour of "**The Registrar, IIT Madras**", payable at Chennai failing which their bids will not be considered. The EMD of unsuccessful bidders will be returned after one week of award after contract and the EMD of successful bidders will be kept against furnishing a performance guarantee in the form of Bank Guarantee/Fixed Deposit.
- 3) The successful bidders should furnish a Bank Guarantee/Fixed Deposit for a value of 50 lakhs (Rupees fifty lakhs) immediately after award of the contract. The Bank Guarantee/Fixed Deposit shall be kept valid for a period of two years and shall be released after successful completion of the contract.
- 4) The IC & SR would raise an indent for manpower requisition, clearly defining the role profiles including duties and responsibilities of the staff that are needed purely on deputation. The role profile will clearly give the details of competencies / skills needed, educational qualification, relevant experience, compensation and duration of deputation. The number of staff needed would also be clearly indicated in this requisition.

- 5) On demand by the IC & SR, the Agency shall be required to submit the eligible list of candidates with Curriculum Vitae and other supporting documents relating to educational qualifications & relevant experience within 10 working days (or earlier as the case may be) of sending the requisition.
- 6) The Manpower Agency will facilitate interview of the short listed candidates on a date to be fixed by the IC & SR in consultation with the Agency.
- 7) Based on the performance of the candidate in the interview, suitability, experience and background in relation to the envisaged job requirement, the IC & SR will select the candidates and the Agency will facilitate deputation of such selected candidates to the IC & SR within a maximum period of 30 days.
- 8) The personnel deputed to IC & SR shall not be below the age of 18 years and should have a valid contract of employment with the Manpower Agency.
- 9) The personnel will be on a deputation period of 12 months or such other period as desired by the IC & SR. The period of deputation shall be reduced / extended upon mutual discussion between IC & SR and Agency.
- 10) The IC & SR will not be responsible or liable under the laws that are in to force and that may come in force from time to time in respect of the deputed employees.
- 11) The Manpower Agency will furnish to the Centre for IC & SR, IIT Madras the full particulars of the personnel deputed including details viz; Name, Father's/Husband's Name, Age, Photograph, Present/Permanent Address etc., and they will also ensure the verification of the antecedents of such personnel from their Ex-employer and also ensure that they possess the requisite academic/technical qualifications and experience for rendering the services of Centre for IC & SR, IIT Madras.
- 12) The Manpower Agency will hand over the deputation letter / offer letter to the selected person to be deputed person) giving details of his/her service conditions and details of salary with breakup and send a copy of the deputation letter/ offer to IC & SR.
- 13) The Manpower Agency will issue photo Identity cards to the deutees in the format as specified by the IC & SR for carrying out the works under Rule 76 of the Contract Labour (Regulation & Abolition) Act 1970, within 15 days of appointment.
- 14) The persons supplied by the agency should not have any police records/criminal cases against them. The agency should make adequate enquires about the character and antecedents of the person whom they are recommending. The agency should also ensure that the personnel deployed are medically fit & Certificate of their medical fitness is to be provided when called for.
- 15) The Manpower agency shall withdraw/replace such employee whose Performance is found not satisfactory by the Centre for IC & SR.
- 16) Notwithstanding anything, the Manpower Agency shall depute such number of suitable qualified, experienced, & skilled personnel as required from time to time. Every person deputed by Agency

shall be an employee of the said Agency only and none of the deputed persons of the Agency shall have any claim whatsoever against the IC & SR nor IIT Madras.

- 17) Notwithstanding anything, the Manpower Agency shall clearly intimate and make them understand that, such deputed persons should neither claim any Master and Servant relationship any benefit/ compensation / regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 nor any other act against the IC & SR and IIT Madras.
- 18) The IC & SR shall give one month notice or pay one month remuneration in lieu of notice to the Agency in the event if IC & SR wishes to discontinue services of any deputed person.
- 19) Working hours would be normally 8.5 hours per day from 9:00 AM to 5:30 PM from Monday to Friday (as per the requirement of Projects at IC & SR) every week or as may be notified from time to time with a half hour lunch break in between. The deputed personnel will avail and adhere to holidays calendar of IC&SR, IIT Madras. They will be entitled to 2.5 days leave for service of each completed calendar month. They can avail leave from their leave balances in a manner which will not hamper the normal work of IC & SR.
- 20) All the leave applications of the deputed persons shall be routed through Manpower Agency to IC & SR. IC & SR will take decision on such leave so that normal work does not get hampered.
- 21) The Manpower agency should delegate 2 employees (1 senior & 1 junior level along with the Personal computers and also other required equipment's to execute the smooth operations at their Chennai Office.
- 22) PAYMENT OF WAGES:- The Manpower Agency shall fix wage periods in respect of which wages shall be payable. No wage period shall exceed one month. The Agency will raise salary invoice to the IC & SR in advance on 20th of every-month. The payment will be made within 10 days, enabling the agency to pay the deputees by 5th of following month positively. Any adjustment for the services not rendered/excess leave availed in the month shall be made in the subsequent month.
- 23) The Manpower Agency must comply with all the provisions of Rules/Regulations Statutory guidelines applicable to the engagement of manpower in deputation and shall comply with all necessary registration, licenses, approvals and sanction under the applicable laws.
- 24) Further, the Manpower Agency must comply with all the requirements of the statutory Authorities under Contract Labour Act, such as PF Act, ESI Act, Gratuity Act, Payment of Bonus Act, Professional Tax etc., including remittance of monthly contributions with authorities concerned in respect of the deputees. Proof of remittance of the previous months recoveries (copies of challan) to be attached to every invoice claiming salary for the deputed persons.
- 25) The Manpower Agency shall be responsible to complete all the statutory requirements with regard to their deputees, such as obtaining EPF No, issue of ESI Cards (Pehchan Cards), opening bank account for salary credit etc., within one month from their date of engagement.

- 26) The Manpower Agency shall be responsible to submit the proof for depositing / paying the amount contribution claimed by it on account of EPF, ESIC towards the persons deployed at the IC & SR premises in their respective names before submitting the bill for subsequent month. In case the Manpower Agency fails to do so, the amount claimed towards ESIC, EPF will be withheld till submission of required documents.
- 27) The Manpower Agency shall issue a pay slip on monthly basis to each persons deployed in IC & SR.
- 28) The Manpower Agency shall be responsible for the remittance of GST,EPF,ESIC and other statutory payments on behalf of the personnel deputed and also agency shall submit the copies of electronic returns as submitted for EPFO, ESIC through online.
- 29) The Agency shall make the payment of wages etc. to the persons so deployed in the presence of representative of the Project Recruitment Section, IC & SR, IIT Madras and shall on demand furnish copies of wages register/salary statement etc. to the Project Recruitment Section, IC & SR, IIT Madras for having paid all the dues to the persons deployed by him for the work under the Agreement.
- 30) Income Tax and other statutory levies as applicable from time to time will be deducted from the invoices of the Agency.
- 31) The Tax Deduction at Source (TDS) shall be deducted as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the Company by this Ministry.
- 32) The Manpower Agency shall be responsible for any act of indiscipline on the part of persons deployed by it.
- 33) The service providing Company shall be solely responsible for the readdressing grievances / resolution of disputes relating to persons deployed. Centre for IC & SR, IIT Madras, in no way, be responsible for settlement of such issues whatsoever.
- 34) The IC & SR, IIT Madras shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing Company in the course of their employment while performing the functions/ duties, or for payment towards any compensation.
- 35) Employees Grievance Redressal TAT has to be fixed and all the employees' queries have to be solved with in the agreed TAT. Also all queries / issues raised by both the IC & SR and their employees have to be solved/ proper solution to be given within the month without fail.
- 36) The Manpower Agency shall ensure to protect the deputed Personnel who shall be covered under Group Medical Health Insurance policy and Group Personal Accidental Coverage, in agreement of the IC & SR norms.

- 37) The Manpower Agency selected will be required to sign a two year contract/agreement including IP clause with the IC & SR for providing manpower on deputation. The service charges payable shall remain constant during the contract period.
- 38) The Manpower Agency shall take all the reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of its employees so deployed and ensure preservation of peace and protection of life and property of the IC & SR.
- 39) On the expiry of the contract, unless the contract is renewed / extended, the agency will withdraw all their deputed persons from IC & SR and clear their accounts, by paying them all their dues as they are legally entitled. In case of any dispute on account of withdrawal of the deputed person, it shall be the entire responsibility of the agency to settle the same.
- 40) In case of any dispute, each party shall appoint one representative to try and resolve the issue. If these efforts fail then, the dispute shall be referred to arbitration proceedings in Chennai as per The Arbitration & Reconciliation Act of 1996 & amendments thereof. If still the dispute remains unresolved, it shall be subject to exclusive jurisdiction of courts of Chennai.

We agree the above terms and conditions.

Date:

(Authorized Signature with seal)

Name :

Designation: