



MDI GURGAON

**TENDER FOR EMPANELMENT OF AGENCIES FOR PROVIDING MANPOWER
SUPPLY SERVICES**

Dated: February 19, 2025

TENDER BID DOCUMENT

Empanelment of Agencies for Providing Manpower Supply Services

Management Development Institute (MDI) Gurgaon invites sealed competitive bids under the two-bid system (Technical Bid and Financial Bid) from reputed and registered service providers/firms for providing manpower outsourcing services basis, depending upon the requirements of MDI Gurgaon from time-to-time as per the terms and conditions set forth in the following paragraphs. The contract for providing services will initially be for a period of ONE year, extendable to two years subject to mutual consent, and based on the satisfactory performance and compliance with the terms and conditions of the contract.

A) Qualifying Criteria for Evaluation of Bids: The agency must meet the following minimum qualifying criteria for evaluation of bids. Only those agencies that meet these criteria will be considered for further evaluation. Any agency failing to meet any of the criteria listed below will be disqualified from the tender process.

- 1. Experience and Eligibility:** The agency must be a registered and bona-fide Manpower service provider or agency with at least 05 (five) years of experience in supplying manpower services to the Educational Institute of national importance/ reputed Ministries/Departments/Govt. Organizations/Public Sector Undertakings / Corporate Sector / Autonomous Bodies etc. only are eligible to apply.

Documentary Proof of service providing: The agency must attach documentary proof of registration. The Agency must also attach satisfactory performance certificates issued by respective Government /Departments in support of its having rendered satisfactory services to such departments/Institutions, etc. during the last (05) five years.

- 2. Legal and Registration Requirements:** The Agency must be registered service provider with the ESI (Employees' State Insurance) Registration, EPF (Employees' Provident Fund) Registration, Service Tax Registration (if applicable), GST Registration authorities and must be in possession of Permanent Account Number (PAN) for the agency. The agency must attach the documentary proof in these registrations.

Tax Compliance: The Agency should also produce Income Tax clearance certificate (ITCC) for the last (05) five years to demonstrate that it has complied with tax obligations and the agency must submit GST returns for the last (05) five years along with GST returns to demonstrate compliance with the Goods and Services Tax Act.

3. **Financial Turnover Requirements:** The Agency must have recorded a minimum turnover of Rs. 100 Lakh in each of the last (05) five years through execution of contractual services related to manpower supply. The Agency must submit/ attach audited financial statements for the last (05) five years (Profit and Loss Account/ Balance Sheet/ Tax Audit Report (if applicable) to corroborate their claim of turnover.
4. **Legal Standing and Compliance:** There should be no legal suit/criminal case pending or contemplated against the agency, its proprietor or any of its Directors (in the case of Pvt. Ltd. Company) on grounds of impropriety or for violation of any of the laws in force. The Agency must submit declaration to this effect at the time of submission of bid.
5. The bidder/agency must have provided a minimum of **100** persons or more as manpower on an outsourced supply in a month for continuous period during the last (05) five years.

B) Quality & Size of manpower:

Qualification and Experience Prescribed for Various Workers / Manpower

Categories (Strictly on need basis)	Qualification and Experience
Skilled	Will be shared as and when required
Semi-Skilled	Will be shared as and when required
Unskilled	Will be shared as and when required

C) Submission of bills

Timely Payment to Staff: The Agency is required make payment to the staff on a monthly basis on the last date of each month in the individual bank accounts of the outsourced staff and must provide proof of payment such as bank statements or transaction details to MDI latest by 10th of the month.

Submission of Invoice for Payment: The Agency will submit a monthly invoice/claim to the MDI Gurgaon for payment on a monthly basis duly supported by proof of disbursement of salaries to the staff, in triplicate for payment. The payment to the Agency shall be released after receipt of invoice to enable agency to pay staff in time provided the claim of the Agency is found to be in order from all angles.

Deduction of Taxes and Statutory Deductions: The Tax-deducted at source (TDS) and such other taxes /levies as are required by law to be deducted will be deducted from the charges payable to the agency. The Agency shall furnish details of disbursement made to the staff indicating the amount of remuneration received from the MDI Gurgaon against each individual, amount deducted on account of statutory deductions such as ESI/EPF etc., as employee's share and net amount paid to each individual duly supported by details of payments made to the contractual staff before presenting claim for the next month. The proof of payment of statutory obligations such as ESI, EPF etc. and any other applicable taxes must be furnished by the Agency indicating the names of the employees and the

amount deposited in respect of each, failing which subsequent payment to the Agency shall be withheld.

D) Terms & Conditions:

1. Based on the specific requirements of each job role, the candidates recommended by the Agency for Empanelment/deployment will be selected by MDI Gurgaon and final decision regarding the selection of candidates will be made by MDI Gurgaon. MDI Gurgaon's decision regarding the selection and deployment of candidates will be final and binding. In case MDI Gurgaon in its discretion finds any deployed personnel as not desirable and not suitable for whatever reasons, if upon so being notified by MDI Gurgaon, the Agency shall withdraw such person (s) forthwith and substitute by a person(s) acceptable to MDI Gurgaon meeting the required qualifications, skills, and job specifications.
2. The personnel deployed by the agency shall be available for work on all office days or during shifts, as per the specific requirements of the Institute.
3. There will be a provision of leave and weekly holidays as per extant labour laws in a calendar year calculated on a pro rata basis (in addition to the gazette holidays applicable in MDI Gurgaon) subject to prior sanction. No carry forwarding of any type of leave to the next year is permissible. No other kind of paid leave will be permitted.
4. The personnel deployed under this contract shall maintain proper office decorum all the times while working at MDI Gurgaon and shall not disclose any secret, confidential, or sensitive official information related to MDI Gurgaon to any unauthorized person.
5. **No Liability of MDI Gurgaon:** In the event of injury, illness or accidents or for statutory payments to any deployed personnel during the course of their duties, MDI Gurgaon will not be liable to pay any compensation or cover any medical expenses.
Agency's Responsibility: The agency is solely responsible for ensuring that its deployed personnel are covered under appropriate insurance policies, such as accident insurance or health insurance or ESIC scheme if applicable, to address any injuries or medical needs arising during work.
6. **Contractor's Sole Responsibility for Employees:** The workers employed by the Agency shall be considered the sole employees of the agency, and MDI Gurgaon shall not have any employer- employee relationship with the engaged resource. The agency will be liable for any legal, financial, or operational consequences arising from the conduct of its employees during the course of their duties at MDI Gurgaon.
7. The Agency will be fully responsible for complying with all obligations under the Labour Laws in respect of minimum wages and various other provisions for all its employees deputed to work for MDI Gurgaon. The contractor should pay the exact amount regularly to the outsourced personnel without any additional deduction other than stipulated.

Violation of this shall attract a warning / penalty at first instance and may lead to termination or recurring instances. MDI Gurgaon shall have no liability whatsoever towards any other personnel or equipment of the Agency. All statutory requirements for the workmen are to be borne by the Agency and shall be the sole responsibility of the Agency.

- 8 The Agency shall not sub-contract the services of any personnel deployed at MDI Gurgaon under this contract.
- 9 **Awarding the Contract:** MDI Gurgaon reserves the right to empaneled one or more than one agency for the work in full or in parts to any agency, based on the evaluation of bids and specific needs of the Institute. The decision regarding the division of work and assignment of tasks will be at the sole discretion of MDI Gurgaon, depending on its operational requirements.

Termination of the Contract: MDI Gurgaon has the right to terminate the contract or any part of it at any stage if the performance of the agency is found to be unsatisfactory. The agency will be given reasonable notice in case of termination, and the reason for termination will be communicated to the agency in writing. In cases of gross negligence, fraud, or serious violations of the contract, MDI Gurgaon may terminate the contract immediately, without any prior notice or compensation.

- 10 MDI Gurgaon is not bound to accept the lowest quotation and/or assign any reasons for rejecting any or all the bids. The lowest quoted bids may not fetch award of contract if the Committee is not convinced with the details and proofs submitted by the vendors or finds in its wisdom merit in evaluation parameters.
- 11 In case of any loss, theft, sabotage, or damage etc. caused by or attributable to any of the personnel deployed by the Agency, the MDI Gurgaon reserves the right to claim the damages from the Agency.
- 12 For any disputes arising out of or in connection with this agreement, the Courts at Gurugram shall have exclusive jurisdiction.
- 13 The contractor (agency) will be responsible for opening individual PF accounts for the employee deployed at MDI Gurgaon who do not already have an account and provide employee with PF passbook and ESI Card upon successful registration. The contractor (agency) needs to deposit the proof of depositing employee's contribution towards EPF/ESI etc. of each employee every month along with bills.
- 14 The contractor (Agency) will be responsible for providing necessary documents required and will bear the expenditure incurred on the same e.g. purchase of Non-judicial stamp paper etc. for furtherance of agreement with MDI Gurgaon.
- 15 The contract may be terminated on expiry of contract or by giving one months' notice at the discretion of either parties.
- 16 Notwithstanding any of the above decisions, the Director of MDI will be final and binding.

F. Technical Bids:

The technical bids are to be submitted in a separate sealed cover or envelop, super scribing “Technical bids for hiring manpower supply services at MDI Gurgaon”. The technical bid must comply with the guidelines or format provided in Annexure I. Technical bid which will be analyzed on the basis of soundness of party in providing service.

G. Financial Bids:

The financial bids are to be submitted in a separate sealed cover super scribing “Financial bid for hiring of manpower supply services at MDI Gurgaon”. The financial bid must comply with the guidelines or format provided in Annexure II. The financial bid shall be valid for a period of not less 120 days after the deadline for submission of bids.

H. Submission and Evaluation of Bids:

The technical bids and financial bids are to be submitted in separate sealed covers. Both these covers may then be put inside a bigger sealed cover super scribing “Bid for providing manpower supply services at MDI Gurgaon” and submitted to The Chief Administrative Officer (Administration) Management Development Institute Gurgaon - 122007. The last date for submission of bids in the MDI Gurgaon is February 28, 2025 (Friday) up to 3:00 pm. Bids not submitted in format, carrying mistakes, cutting, overwriting and received late will be summarily rejected.

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Annexure – I

TECHNICAL BID

1. Name of the Service Provider/Agency
2. Name and address of Directors Address with Telephone/Fax No. E-mail
3. Contact person's name with contact details
4. Essential details:
 - i) Registration
 - ii) GST
 - iii) EPF registration
 - iv) ESI registration
 - v) PAN/TIN No.
 - vi) Labour License No.
5. Turnover details for the last five years (supporting document Income Tax return to be enclosed)
6. Details of staff employed by the Agency for its business operations (category wise)
7. List of clients with address and details of contact person.
8. Copy of work order at least one similar annual contract executed successfully and client's completion certificate in the past (05) five financial years in the premises of Govt. Depts. / Public Sector Undertakings etc. (please attach)
9. We hereby certify that the above furnished information is correct and true to our knowledge and we also certify that we don't have any criminal/ legal suit pending or contemplated against us.

We hereby certify that:

1. The information furnished above is correct & true to the best of our knowledge and belief and,
2. Relevant attested documents to be submitted in support of above points.

Dated:

Signature of authorized Signatory
along with seal

Note: Annexures

MDI GURGAON
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Annexure-II

FINANCIAL BID

To
The Chief Administrative Officer (Administration)
Management Development Institute, Gurgaon,
Gurugram -122007

Sub.: Submission of Quotation for providing manpower supply services at MDI Gurgaon various services as per requirement.

Sir,
We hereby submit the quotation for various supply of categories of manpower required by MDI Gurgaon as under:

Sr. No.	Category of Manpower	Rate inclusive of PF/Bonus/ESI	Service Charge (In %)
1.	To be specified by MDI	To be specified by MDI	

Note:

1. GST to be paid extra as applicable.
2. The rates of wages shall be over the applicable minimum wages as decided by the Government.
3. The rate will be revised solely based on the revision of minimum wages or revision of rate of wages by MDI, where applicable, as notified by GOI from time to time.
4. Rate of Service Charges quoted should be realistic keeping the service providing in all the aspects. NIL service charge will be considered as unrealistic.

(Seal and Sign of Tenderer)