



बीमा विनियामक और विकास प्राधिकरण
**INSURANCE REGULATORY AND
DEVELOPMENT AUTHORITY**

BID DOCUMENT

TENDER FOR

Outsourcing of Manpower

INSURANCE REGULATORY AND DEVELOPMENT AUTHORITY
3rd Floor, Parishrama Bhawan, Basheer Bagh, Hyderabad –500004,
Andhra Pradesh

Tender No:IRDA/ADMN/Tenders/124/2012-13

Dated 14.11.2013

INSURANCE REGULATORY AND DEVELOPMENT AUTHORITY
3rd Floor, Parishrama Bhawan, Basheer Bagh, Hyderabad – 500004,
Andhra Pradesh

Tender No:IRDA/ADMN/Tenders/124/2012-13

Dated 14.11.2013

1. TENDER NOTICE

1. Sealed tenders are invited under Two Bid System, i.e. Technical Bid and Financial Bid from registered, licensed, reputed, well experienced, financially and managerially sound Manpower Firms / Companies /Agencies for providing services of various types of manpower as given in detail in Chapter 2 below on contract basis for the Insurance Regulatory and Development Authority, 3rd Floor, Parishram Bhawan, Basheer Bagh, Hyderabad – 500 004, Andhra Pradesh for a period of one year which can be extended by one year each up to a maximum of two years after completion of initial contract of one year subject to assessment of satisfactory performance at the end of every year.

2. Tender documents attached to this notice may be submitted in sealed covers superscribed thereon with “Tender for Outsourcing of Manpower” in the tender box kept in the office of the Authority.

3. Schedule: The following time schedule will be followed:

Date and time of issue of Bid Documents : From 15.11.2013 to 05.12.2013
between 10.00 a.m. and 3.00 pm

Last Date and Time for receipt of Tenders : On 05.12.2013 at 3.00 p.m.

Date and Time for opening of Technical Bid: On 05.12.2013 at 4.30 p.m.

Date and Time for opening of Financial Bid
for technically qualified bidders: To be notified later

Place of opening the Tender: Insurance Regulatory and Development Authority,
3rd Floor, Parishram Bhawan, Basheer Bagh,
Hyderabad – 500 004, Andhra Pradesh

Validity of Tenders: 90 days from the date of opening of tenders.

4. Interested Firms / Companies/ Agencies may deposit the filled in tender document, in the prescribed format, complete in all respects, along with Earnest Money Deposit

(EMD) of Rs. 1,00,000/- (Rupees One lakh only) and other requisite documents up to 03.00 p.m. 05.12.2013 in the Tender Box kept in the Office of Insurance Regulatory and Development Authority, 3rd Floor, Parishram Bhawan, Basheer Bagh, Hyderabad – 500 004, Andhra Pradesh. The tender document can be obtained from the undersigned or downloaded from our website www.irda.gov.in.

5. The Bidder/s is/are required to comply with all instructions, forms, specifications, terms and conditions in the Bid Documents. Failure to furnish all information and documents required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk and shall result in rejection of the bid.

6. Tenders received after closing/due dates/time will not be accepted.

7. This office reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of Insurance Regulatory and Development Authority in this regard shall be final and binding on all.

(M. Pulla Rao)
Senior Joint Director (Gen.)
Insurance Regulatory and Development Authority
3rd Floor, Parishram Bhawan, Basheer Bagh,
Hyderabad – 500 004, A.P.

14.11.2013

2. SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1. The Insurance Regulatory and Development Authority, 3rd Floor, Parishram Bhawan, Basheer Bagh, Hyderabad - 500 004, Andhra Pradesh (IRDA) invites applications from registered, licensed, reputed, well experienced, financially and managerially sound Manpower Firms / Companies / Agencies to provide services of manpower to this office on contract basis.

2. The estimated requirement of manpower under different categories is given below.

Sl. No	Category	Number required
1	IT Associates	5
2	Skilled Associates	10
3	Semi-skilled	28
4	Unskilled	7
5	Driver	1

- i. The manpower requirement may increase or decrease during the initial period of contract also and the actual requirement of manpower may vary from time to time.
- ii. The annual estimated value of the contract is Rs. 120.00 lakh.

3. The standards / benchmarks for the services sought are as under:

Sl. No	Category	Qualifications	Age	Skills
1	IT Associates	Graduation	Preferably not above 40 years	(a) Good in English grammar and vocabulary and Hindi Proficiency in Computer operations (MS Word, Excel & Power Point). (b) Proficiency in statistical and/or analytical tools
2	Skilled Associates	Graduation	Preferably not above 40 years	a) Good in English grammar and vocabulary and Hindi b) Proficient in Computer operations (MS Word, Excel & Power Point)
3	Semi-skilled	10 th Class Pass	Preferably not above	Experience of 5 years

IRDA – Tender for Outsourcing of Manpower

			50 years	
4	Unskilled	-	Preferably not above 50 years years	Experience of 3 years
5	Driver	Appropriate driving license as per RTA rules	Preferably not above 50 years years	Should have experience of driving cars for the past 5 – 7 years for a reputed organization.

i) The activities of IT Associates include working in IT-related areas in various Departments in the Authority and understanding of business requirements and functions in the area of coding, design, and managing IT infrastructure.

ii) The activities of skilled manpower relate to undertaking desk work/clerical work in various Departments in the Authority.

iii) The nature of services of semi-skilled manpower shall include carrying out all the functions generally performed in this office by Attendants/Messengers including but not limited to the work in the Dak Section, Dispatch of the Dak at post office, delivery of letters to other offices and any other duty assigned to him/her.

- a. Opening and Closing of the office.
- b. Regular cleaning/dusting of furniture, etc. so as to maintain general cleanliness and hygiene in office.
- c. Cleaning of electrical appliances like fans and lights.
- d. Making arrangements for tea, coffee, water, etc. during meetings and routinely for the Officers and other official visitors/representatives.
- e. Photocopying, making sets of reports and other general office documents.
- f. Dispatch and delivery of official letters by messenger, ordinary post and registered post.
- g. Distribution of office dak and files of general nature among Officers/Sections/ Departments.
- h. Any other miscellaneous work assigned by the officer-in-charge.

(iv) The unskilled manpower will be required for sweeping, toilet cleaning, etc. in order to keep the office clean and hygienic.

(v) Driver with commercial driving license as per RTA rules for driving the office car/s.

4. The contract will be for one year presently. The period of the contract may be further extended for a period of one year each up to a maximum of two years after the completion of initial contract of one year based on the requirement of this office for the above manpower at that time or may be curtailed / terminated before the contract period

owing to deficiency in service or substandard quality of the manpower deployed by the selected Firm / Company / Agency. The extension of contract is subject to satisfactory performance. This office, however, reserves the right to terminate this initial contract at any time after giving one month's notice to the selected service providing Firm / Company / Agency.

5. The interested Firms / Companies/Agencies who fulfill the eligibility criteria laid down below may deposit the tender document in the prescribed format, filled in and complete in all respects, along with Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One lakh only) in favour of the Insurance Regulatory and Development Authority, payable at Hyderabad and other requisite documents up to 3.00 p.m. on 05.12.2013 in the Tender Box kept in the Office of the Insurance Regulatory and Development Authority, 3rd Floor, Parishram Bhawan, Basheer Bagh, Hyderabad – 500 004, Andhra Pradesh. The tender document can be obtained from the undersigned or downloaded from website www.irda.gov.in.

6. The time schedule relating to “Tender for outsourcing of multi-task manpower for the O/o Insurance Regulatory And Development Authority, Hyderabad” are cited as under:

**Date and time of issue of Bid Documents : From 15.11.2013 to 05.12.2013
between 10.00 a.m. and 3.00 pm**

Last Date and Time for receipt of Tenders : On 05.12.2013 at 3.00 p.m.

Date and Time for opening of Technical Bid: On 05.12.2013 at 4.30 p.m.

**Date and Time for opening of Financial Bid
for technically qualified bidders : To be notified later**

**Place of opening the Tender: Insurance Regulatory and Development
Authority 3rd Floor, Parishram Bhawan, Basheer
Bagh, Hyderabad – 500 004, Andhra Pradesh**

Validity of Tenders : 90 days from the date of opening of tenders.

**Likely date for deployment of: 1st January, 2014
Manpower**

7. The tenders have been invited under two bid system, i.e. Technical Bid and Financial Bid. Interested agencies are advised to submit two separate sealed envelopes

superscribing thereon “Technical Bid for Tender for outsourcing of manpower for the Insurance Regulatory and Development Authority, Hyderabad” and “Financial Bids for Tender for the outsourcing of manpower for the Insurance and Development Authority, Hyderabad”. Separate sealed envelopes containing the bids should be kept in a third sealed envelope superscribing thereon “Tender for the outsourcing of manpower for the Insurance Regulatory and Development Authority, Hyderabad”.

8. The Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One lakh only), refundable (without interest), should be necessarily accompanied with the Technical Bid in the form of Demand Draft from any of the Scheduled Commercial Banks drawn in favour of Insurance Regulatory and Development Authority, payable at Hyderabad. Tenders not accompanied by earnest money of the requisite amount will be summarily rejected.

9. The successful tenderer will have to deposit an amount of Rs.7,50,000/- (Rupees Seven lakh fifty thousand only) as Performance Security Deposit at the time of placing the work order within 15 days of the receipt of the formal order. The performance security deposit will be furnished in the form of a Performance Guarantee issued by a Scheduled Commercial Bank in favour of Insurance Regulatory and Development Authority, payable at Hyderabad or a Fixed Deposit Receipt (FDR) from a Scheduled Commercial Bank made in the name of the Firm / Company / Agency with “lien marked in favour of Chief Accounts Officer, IRDA and payable at Hyderabad. The performance security should remain valid for a period of 90 days beyond the date of completion of all the contractual obligations of the tenderer.

10. The proceeds of the performance security deposit shall be appropriated by the Insurance Regulatory and Development Authority as compensation for any loss resulting from the contractor’s failure to complete its obligations under the contract. The performance security deposit of the contractor shall be refunded after successful completion of the contract period provided there are no recoveries to be made arising out of poor quality of work, incomplete work and / or violation of any terms and conditions of the contract as stipulated in the bid document. Refund of security performance deposit is subject to full and final settlement of the final payment for the work contracted / executed under the contract. No interest will be paid to the contractor on the performance security deposit.

11. The tendering Firms/ Companies / Agencies are required to enclose certified photocopies of the following documents along with the Technical Bid, failing which their bids shall be summarily/out rightly rejected and will not be considered any further :

- a. Certificate issued by Registrar of Companies
- b. Registration certificate with Regional Labour Commissioner as proof of licensed contractor
- c. Copy of PAN / GIR card
- d. Copy of the IT return filed for the last three financial years
- e. Copies of EPF and ESI certificates (latest)
- f. Copy of the Service Tax registration certificate
- g. Certified extracts of the Bank Account containing transactions during the last three years
- h. Certificate of experience in similar work during the past 3 years
- i. Clients satisfactory performance reports from at least three clients for works done in the last three years
- j. Certified copies of Balance Sheet and Profit and Loss Account for the last three years

12. Conditional bids shall not be considered and will be out rightly rejected.

13. All entries in the tender form should be legible and filled in clearly. If the space for furnishing information is insufficient, a separate sheet, duly signed by the authorized 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 form must be signed by the person authorized to sign the tender bids.

14. The envelope containing Technical Bid shall be opened first on the scheduled date and time, i.e. on 05.12.2013 at 4.30 p.m. at the Insurance Regulatory and Development Authority, 3rd Floor, Parishram Bhawan, Basheer Bagh, Hyderabad – 500 004, Andhra Pradesh in the presence of the representatives of the Firms / Companies / Agencies, who wish to be present on the spot at that time. No separate communication will be given in this regard. Technical Bids shall be evaluated by the competent authority. Financial bids of technically qualified, eligible bidders meeting all the requisite criteria only shall be opened on a separate date, time and place to be notified later in the presence of short listed contractors or their authorized representatives, who wish to be present on that date and time.

15. The competent authority of the Insurance Regulatory and Development Authority, Hyderabad reserves the right to accept or reject any bid or all bids, recall the tender and to annul the bidding process, at any time before the award of the contract without assigning any reason and without thereby incurring any liability to the affected bidder/s or any obligation to inform the affected bidder/s of the grounds of this action.

16. The bidders shall quote the Technical and Financial bids as per the format enclosed at Annexure I and II.

3. TECHNICAL REQUIREMENTS FOR THE TENDERING FIRM / COMPANY / AGENCY

1. The tendering manpower Firm / Company / Agency should fulfill the following technical specifications:

- (a) The Registered Office or a Branch Office of the manpower Company / Firm / Agency should be located in Hyderabad.
- (b) The Company / Firm / Agency should be registered with the appropriate Registration Authority.
- (c) The Company / Firm / Agency should be licensed by the Office of the Labour Commissioner.
- (d) The Company / Firm / Agency should have at least three years experience in providing manpower to Public Sector Companies / Banks / Government Departments or should have supplied manpower in excess of 40 in number to large organizations of repute.
- (e) The Company / Firm / Agency should have its own Bank Account.
- (f) The Company / Firm / Agency should be registered with Income Tax and Service Tax departments.
- (g) The Company / Firm / Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.

2. Certified copies of certificates (latest certificates in case of EPF and ESI) in support of all the above should be enclosed.

3. The tendering manpower Firm / Company / Agency should have been actively engaged in provision of manpower of the categories required, or of similar nature, at least for 5/7 years immediately prior to the date of submission of this tender and should have successfully completed or substantially completed within the last 5 financial years,

- i. at least one similar completed work each costing not less than an amount equal to 80% (excluding service tax) of estimated value mentioned above in the tender notice; **or**
- ii. two similar completed works each costing not less than an amount equal to 50% (excluding service tax) of estimated value mentioned above in the tender notice;
or

- iii. Three similar completed works each costing not less than an amount equal to 40% (excluding service tax) of estimated value mentioned above in the tender notice.
4. The tendering manpower Firm / Company / Agency should possess financial soundness as established by audited balance sheets and profit and loss statements for the preceding three years and copies of these statements should invariably submitted along with the Technical Bid.
5. The tendering manpower Firm / Company / Agency should demonstrate the availability of key personnel of the requisite qualification and experience for deployment of manpower. At least three Client certificates indicating satisfactory performance have to be enclosed along with the Technical Bid and the Authority reserves its right to independently verify the same or obtain such reports from the list of clients to be provided as per para 17 of Annexure I – Technical Bid.
6. The tendering manpower Firm / Company / Agency should have proper mechanism for intake, verification of candidates' character and antecedents, Management and Placement of the skilled manpower. The persons engaged by the Agency should not have any adverse Police records/criminal cases against them. The Agency would be responsible to make adequate enquiries about the character and antecedents of the persons before their engagement for the purpose. The Character and antecedents of each personnel will be got verified by the service provider before their deployment through the local police. Proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect should be submitted to the Authority. The service provider will also ensure that the personnel deployed are medically fit. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request from the Authority.
7. Work experience of the Service Provider / Agency of providing manpower of different categories as specified, of similar nature, in Government Departments/PSUs/Autonomous/Statutory bodies/large organizations of repute during the last five years. Copies of job orders and particulars of contact officer in the concerned Ministries / Departments / PSUs / large organisations may please be furnished for the purpose of verification.
8. The manpower supplying agencies should have been in existence for not less than five years.

9. It should not have been blacklisted by any organization.
10. It should be willing to take up the Contract on the terms and conditions given in chapter 4 below.

4. TERMS AND CONDITIONS

A. General

1. The contracting firm / company / agency should be registered with appropriate authorities as specified in chapter 3 above.
2. The contracting firm / company / agency should fulfill the requisite performance criteria regarding turnover, and experience as specified in chapter 3 above.
3. The contract shall commence from 15 days from the date of finalization of tender and shall continue for a period of one year, unless it is curtailed or terminated by this office owing to deficiency of service, sub-standard quality of Attendants deployed, breach of contract, reduction or cessation of the requirements of work.
4. The contract shall automatically expire after one year from commencement of the contract unless extended further by this office.
5. The contract may be extended subject to satisfactory performance, on the same terms and conditions, for a further period of one year each for two years and total contract period in no case will be for more than three years.
6. The contracting Firm / Company / Agency 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 Authority.
7. The contractor will be required to pay minimum wages as prescribed under the Minimum Wages Act. The contractor will maintain proper record as required under the Law/Acts. The contract will remain valid for one year or the period specified in the letter communicating the acceptance, whichever is earlier, unless terminated earlier by the Insurance Regulatory And Development Authority, Hyderabad. The Contractor will also ensure the required subscription of EPF, ESI, Service Tax and other liabilities as prescribed in the rules, is deposited in the account of concerned employees.

8. This office, at present, has requirement of various types of manpower as proposed in chapter 2 above. The requirement of this office may further increase during the period of initial contract and the tenderer would have to provide additional manpower, if required on the same terms and conditions and at approved rates.

9. The persons engaged by the Agency should not have any adverse Police records/criminal cases against them. The Agency would be responsible to make adequate enquiries about the character and antecedents of the persons before their engagement for the purpose. The Character and antecedents of each person will be got verified by the service provider before their deployment through the local police. Proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect should be submitted to the Authority. The service provider will also ensure that the personnel deployed are medically fit. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request from the Authority.

10. The tenderer will be bound by the details furnished by him / her to the Authority, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract.

11. Financial bids of only those tenderers who are technically qualified shall be evaluated. This office reserves its right to terminate the contract during its initial period also after giving a week's notice to the contracting agency.

12. In case the date fixed for opening of bids is subsequently declared as a holiday by the Government, the bids will be opened on the next working day and the time and venue remaining unaltered.

13. The contracting agency shall ensure that the manpower deployed in the Office of Insurance Regulatory and Development Authority, Hyderabad conform to the technical specifications of qualifications, age and skills prescribed in chapter 2 of this Tender Document.

14. Services of manpower to be deployed shall be from 09:30 a.m. to 06:30 p.m. on weekdays, i.e., Monday to Saturday, with a lunch break of an hour in between. They will be provided twelve holidays on account of festivals / National Holidays, etc. This will be staggered among the manpower employed so that the maintenance work, etc. is not affected. However, in exigencies of work, they may be required to sit late and the personnel may be called on Saturday, Sunday and other Gazetted Holidays, if required. They may be paid extra wages by the Service Provider on the basis of a Certificate provided by the office as per the rates approved in terms of this tender.

15. The contractor may be called upon for the services on Sunday or Gazetted holidays also, if required, and charges as applicable as per this tender will be payable. No other charges shall be paid to the deployed manpower except the actual bus fare for services utilized / for going outside office premises.

16. The contracting Firm / Company / Agency shall furnish the following documents in respect of the individual persons who will be deployed by it in the Authority before commencement of work:

- a. List of manpower short listed by agency for deployment at the Insurance Regulatory and Development Authority, Hyderabad, containing full details, i.e. date of birth, marital status, address, etc.
- b. Bio-data of the persons deployed.
- c. Certificate of Verification of antecedents of persons by local police authority.

17. All services shall be performed by persons qualified and experienced in performing such services as per the eligibility criteria.

18. The service provider's personnel working should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote goodwill and enhance the image of the Authority. They should wear proper uniform to be provided by the Firm / Company / Agency. The service provider shall be responsible for any act of indiscipline on the part of the personnel deployed by him.

19. In case, the person employed by the successful Bidder / Firm / Company / Agency commits any act of omission / commission that amounts to misconduct / indiscipline/ incompetence and security risks, such Firm / Company / Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by this office within 2 days of reporting such act/event to their notice either by phone/fax/letter.

20. The tendering company shall provide their identity cards to the personnel deployed in this office carrying the photograph of the person and personal information as to name, date of birth, Identification mark, etc.

21. The service provider shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office.

22. The service provider shall ensure proper discipline and conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, littering. They should not loiter and should be engaged in work.

23. The contractor shall be responsible for any theft/loss of the items from the cabins or any other area of the office. The details of the stolen materials/ stores, will be given to the contractor in writing by the designated authority and the full cost of the material reported stolen will be recovered from the contractor within 4 weeks from the date of theft. The decision of the Authority on this will be final and binding on the contractor.

24. The person deployed shall be required to report for work at 09:30 a.m. to the Deputy Director (Administration), Hyderabad and leave at 06:30 p.m. These timings can be varied as per requirement depending upon the category of manpower and the norm of 8 hours duty excluding lunch break will be followed. In case, person deployed is absent on a particular day or comes late / leaves early on three occasions, one day wage shall be deducted. In case of repetition of such instances, provisions of clause 14 of this chapter will be applicable and appropriate decision will be conveyed by the Authority.

25. The service provider shall be contactable at all times and message by phone/mail/Fax/Special Messenger from the Authority to it shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the Authority in implementing the Contract from time to time.

26. The agency shall ensure proper supervision of persons deployed. For the purpose, it should designate a responsible official of the Firm / Company / Agency who would act as a coordinator, who would be responsible for immediate interaction with this office, so that optimal services of the persons deployed by the agency could be availed without any disruption.

27. The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his / her personal reasons. The delay by the Agency in providing a substitute beyond one working day shall attract liquidated damages @ Rs.200 per day (per such case) on the service providing agency, besides deduction in payment on pro-rata basis.

28. It will be the responsibility of the service providing agency to meet the cost of uniform and its upkeep, transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this office and this office will have no liabilities in this regard at any stage.

29. For all intents and purposes, the service providing agency shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed and deployed in this office. The persons deployed by the agency in this office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against the Insurance Regulatory and Development Authority, Hyderabad.

30. The service providing agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to personnel deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.

31. The persons deployed by the service providing agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of this office during the currency or after expiry of the contract.

32. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity in this office. The Contractor should make it known the above aspects to the persons to be deployed by the contractor.

33. The payment shall be made only to the contractor and on monthly deployed lump sum basis as per actual services rendered and for the number of persons actually and as per the minimum wages applicable in Hyderabad notified by the State Government from time to time.

B. Legal

34. The successful bidder will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, Employees State Insurance, etc. in respect of the persons deployed by it in this office. The payment particulars of Service Tax, EPF, ESI, etc. of previous month should be submitted along with the current month bill, failing which appropriate action, as deemed fit, will be taken.

35. The successful bidder shall also be liable for depositing all taxes, levies, cess, etc. on account of services rendered by it to the Insurance Regulatory and Development

Authority, Hyderabad to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter.

36. The successful bidder shall maintain all statutory registers under the applicable laws. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under law.

37. The agency shall be responsible for payment of wages to each worker employed by him as Contract Labourer and such wages shall be paid on or before 7th of every month.

38. It is obligatory on the Contractor to ensure that wages paid should not be less than the minimum wages fixed by the Government, from time to time and all statutory requirements such as Provident Fund, Employees State Insurance and Bonus etc. must be incorporated in salary.

39. That the personnel deployed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of the Authority.

40. The Tax shall be deducted at source (T.D.S.) as applicable as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this office.

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

(b) The contracted firm shall indemnify and at all times keep the Insurance Regulatory and Development Authority, Hyderabad indemnified against any direct loss to it on any claims by any third person for any personal injury to anybody or loss to property, movable or immovable, earned by or attributable to any act or omission of the agency/firm or any of its employee, agent or professional, etc. while performing or purporting to perform this agreement.

42. The service provider's personnel shall not claim any benefit/compensation/regularization or services from the Authority under the provision of Industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to the Authority.

43. The agreement can be terminated by either party giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement then one month's wages, etc. and any suitable amount due to the agency from the Authority shall be forfeited by the Authority.

44. All disputes or difference whatsoever arising between the parties out of or relating to means, operation of this contract or the breach thereof shall be settled by Arbitration in terms of “The Arbitration and Conciliation Act, 1996” with all statutory modifications and award made in pursuance thereof shall be binding on the parties.

45. The Courts at Hyderabad will have exclusive jurisdiction for any issue/dispute arising out of or in connection with this contract.

C. Financial

46. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable, of Rs. 1,00,000/- (Rupees One lakh only) in the form of Demand Draft issued by a Scheduled Commercial Bank and drawn in favour of the Insurance Regulatory and Development Authority, Hyderabad payable at Hyderabad failing which the tender shall be rejected out rightly.

47. The EMD 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 the successful tenderer shall be adjusted towards the Performance Security Deposit. Further, if the agency fails to deploy manpower against the initial requirement within 15 days from date of placing the order, the EMD/PSD shall stand forfeited without giving any further notice.

48. Bids, offering rates which are lower than the minimum wages (as applicable for Hyderabad) for the pertinent category, would be rejected.

49. The successful tenderer will have to deposit an amount of **Rs.7,50,000/- (Rupees Seven lakh fifty thousand only)** as Performance Security Deposit at the time of placing the work order within 15 days of the receipt of the formal order. EMD in respect of the successful tenderer shall be adjusted towards the Performance Security Deposit. The performance security will be furnished in the form of a Performance Guarantee issued by a Scheduled Commercial Bank in favour of the Insurance Regulatory and Development Authority, Hyderabad and payable at Hyderabad or Fixed Deposit Receipt (FDR) from a Scheduled Commercial Bank made in the name of the Firm / Company / Agency but **with lien in favour of Chief Accounts Officer,**

Insurance Regulatory and Development Authority. The performance security deposit should remain valid for a period of 90 days beyond the date of completion of all the contractual obligations of the supplier. The performance security deposit will not bear any interest.

50. The successful tenderer will have to execute an agreement in the format to be provided, after remitting the performance security deposit, on a non-judicial stamp paper worth Rs. 100/- (Rupees one hundred only) at its own expense. After executing the agreement, the approved rate and contract shall be valid up to one year from the date of execution of the agreement.

51. 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 office besides annulment of the contract.

52. The agency shall raise the bill, in triplicate, along with attendance sheet duly verified by Authorised Officer (Admn.) in respect of the persons deployed and submit the same to the Insurance Regulatory and Development Authority, Hyderabad 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.

53. The claims regarding Employees State Insurance, Provident Fund, and Service Tax, etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. 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 office.

54. Settlement of disputes will be as per the Indian Arbitration and Conciliation Act, 1996 and venue will be the Insurance Regulatory and Development Authority, Hyderabad.

55. The rates quoted and contracted by the firm will be amended only when the minimum wages is amended by the State Government from time to time.

Annexure I

TECHNICAL BID

(To be enclosed in duplicate in a separate sealed envelope)

For the tender for Outsourcing of Manpower in the Insurance Regulatory and Development Authority 3rd Floor, Parishram Bhawan, Basheer Bagh, Hyderabad – 500 004, Andhra Pradesh

Sl.No	Particulars	To be filled in by the tenderer
1	Name of Tendering Firm / Company / Agency (Attach certificate of registration)	
2	Date of establishment of the agency. (Attach a copy of Registration certificate)	
3	Full Address of Regd. Office with Phone/Fax nos. and e-mail	
4	Full Address of Regd. Office with Phone/Fax nos. and e-mail	
5	Full address of Operating / Branch Office with Phone/Fax nos. and e-mail	
6	Whether registered with all concerned Government authorities (PF/ESI etc.) (Copies of all certificates of registration to be enclosed.)	
7	PAN/ TAN/GIR Number (Attach attested copy)	
8	Service Tax Registration No.(Attach attested copy)	
9	E.P.F. Registration No. (Attach latest attested copy)	
10	E.S.I. Registration No. (Attach latest attested copy)	

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11	Labour License (Copy of License from Regional Labour Commissioner to be enclosed.)	
12	Length of experience in the field	
13	Whether a copy of the terms and conditions duly signed in token of acceptance of the same is attached.	
14	Name of the Banker of Company/ Firm/ Agency with full address (Attach certified copy of statement of A/c for the last three years) and telephone no. of the Banker	
15	List of clients. (Attach photocopies of contract agreements in the following order. Sn.No., name of the organisation, contract period, value of the contract,)	

16. Financial turnover of the tendering Firm / Company / Agency for the last 3 Financial Years: Audited/Certified copies of Balance Sheet and Profit and Loss Account should be enclosed. (Attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs. lakh)	Remarks, if any
2010-11		
2011-12		
2012-13		

17. Give details of the major similar contracts handled by the tendering Firm / Company / Agency on behalf of Government Departments/PSUs/Autonomous/Statutory bodies/large organisations of repute during the last three years in the following format. Attested copies of work orders may also be attached. Client satisfactory reports from at least three such clients for the manpower services rendered are also to be enclosed.

S.No.	Details of client along with	Amount of Contract	Duration of Contract	No. of personnel
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	address, telephone and FAX Nos.	(Rs. lakh)	From	To	deployed

(if the space provided is insufficient, a separate sheet may be attached)

12. Additional information, if any
(Attach separate sheet, if required)

Date:
Place:

Signature of authorized person

Name:
Seal :

DECLARATION

1. I, _____, Son / Daughter / Wife of Shri _____, Proprietor / Director/authorized signatory of the Firm / Company / Agency mentioned above, is 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 tender 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:

Name:
Seal :

(An attested copy of authorization / resolution authorizing the person signing the tender should be enclosed)

ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID

1. Application – Technical Bid and declaration;
2. Attested copy of registration certificate of the Firm / Company / Agency;
3. Attested copy of the license issued by the Regional Labour Commissioner
4. Certified copy of the statement of bank account of agency for the last three years;
5. Certified copies/audited Balance Sheet and Profit and Loss Account for the last three years;
6. Attested copy of PAN / GIR Card;
7. Attested copy of the latest IT return filed;
8. Attested copy of Service Tax registration certificate;
9. Attested copy of the P.F. registration letter / certificate;
10. Attested copy of the E.S.I. registration letter / certificate;
11. Certified documents in support of requirements in Chapter 3 and entries in Annexure I -Technical Bid;
12. Client satisfactory reports from at least three such clients for the manpower services rendered;
13. Copy of the terms and conditions at pages 11-17 of the Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

Annexure II

FINANCIAL BID

(To be enclosed in a separate sealed envelope, in duplicate)

For the tender for Outsourcing of Manpower in the Insurance Regulatory and Development Authority 3rd Floor, Parishram Bhawan, Basheer Bagh, Hyderabad – 500 004, Andhra Pradesh

1. Name of tendering Firm/Company/Agency: _____
2. Address: _____

3. Telephone No. _____

4. Details of Earnest Money Deposit : Rs.1,00,000/-

D.D. No. & Date : _____

Drawn on Bank : _____

5. Rates are to be quoted in accordance with the Minimum Wages Act, 1948 as applicable in the Hyderabad area on per manpower on per month basis and other byelaws applicable (inclusive of all statutory liabilities, taxes, levies, cess etc.).

S. No	Component rate	IT Associates	Skilled Associates	Semi-skilled	Unskilled	Driver
1	Monthly rate per person @ 8 hours on a working day					
2	Employees Provident Fund @ ---% of S.No.1 above					
3	ESI @ --- % of S.no.1 above					
4	Gratuity, if applicable @ --- % of S.no.1 above					
5	Bonus, if applicable @ --- % of S.no.1 above					

IRDA – Tender for Outsourcing of Manpower

6	Administrative/ Service charges (--- % over column 1 to be specified in bracket)					
7	Uniform, transport, lunch, medical, etc. per person per year					
8	Service Tax liability					
9	Total (column 1 to 9) in figures					
10	Total (column 1 to 9) in words.					

Notes:

1. Monthly rate per person is to be quoted at the rate of 8 hours on a working day excluding lunch break of one hour. It should not be below minimum wages of the State Government in that category.
2. Any utilisation of manpower beyond eight hours will be compensated on pro-rata of per day wages.
3. The rates quoted are inclusive of all statutory/tax
4. liabilities in force at the time of submission of bid.
5. The rates quoted are fixed and no variation shall be acceptable from these rates while finalizing the tender.
6. Where there is a discrepancy between amounts in figures and in words, the amount in words will govern.

Signature of the authorized official & Seal of the Tenderer

Date.....

Place.....

Name.....

DECLARATION

1. I, _____, Son / Daughter / Wife of Shri _____, Proprietor / Director/authorized signatory of the Firm / Company / Agency mentioned above, is competent to sign this declaration and execute this tender document;

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

5. The information / documents furnished along with the above tender 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:

Name:
Seal :

(An attested copy of authorization / resolution authorizing the person signing the tender should be enclosed)