

**INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH  
GOREGAON (EAST), MUMBAI**

**EXPRESSION OF INTEREST DOCUMENT FOR**

**An Appointment of a Statutory (Labour Law) Consultant at IGIDR**

**NIT No: IGIDR/EOI/2023/ED/19 Date: 12.07.2023**

**INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH**

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**Gen. A.K. Vaidya Marg, Film City Road, Santosh Nagar, Goregaon (East), Mumbai-400065.**

**Telephone: 022 6909 6200 / 507. Fax: 022 6909 6399.**

**INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, MUMBAI**  
**Notice Inviting Expression of Interest (EOI)**

“NAME OF THE SERVICE: **An Appointment of a Statutory Consultant at IGIDR** at INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, GOREGAON, MUMBAI – 400 065.”

1. Institute invites bids from reputed consultants/service providers for the following service:

Name of work	EMD	Contract Period
(1)	(2)	(3)
<b>An Appointment of a Statutory (Labour Law) Consultant at IGIDR</b>	<b>Rs. 7,000.00</b>	<b>1 Year</b>

The Expression of interest is invited for the above-mentioned consultancy service. IGIDR reserves its right to shortlist the qualified bidder.

2. Bidder has to submit Earnest Money Deposit of Rs. 7,000/- (Rupees Seven thousand only) along with the bid.
3. The EOI bids in two bid system are invited through two separate Emails to [tender@igidr.ac.in](mailto:tender@igidr.ac.in) “**Email-1: EMD and Pre-qualification Bid**” and “**Email-2: Financial bid**”. Subject of emails should be mentioned as “**Email-1: EMD and Pre-qualification Bid for An Appointment of a Statutory Consultant at IGIDR**” and “**Email-2: Financial bid for An Appointment of a Statutory Consultant at IGIDR**” respectively. **All the bid documents should be attached as a PDF document or zip file and the financial bid file should be protected with a password.**
4. The last date of submission of the EOI proposal shall be till **02.08.2023 end of the day**.
5. The institute reserves the right to reject any prospective application without assigning any reasons whatsoever and also reserves the right to award only one contract to the bidder if applied for multiple tenders or having existing contract at the institute.

REGISTRAR

**SECTION-A\***

LETTER OF OFFER

Date \_\_\_\_\_

To,  
The Registrar,  
Indira Gandhi Institute of Development & Research,  
Gen. A.K. Vaidya Marg, Film city Road,  
Goregaon (East), Mumbai 400065.

**Subject: Expression of interest for An Appointment of a Statutory Consultant at IGIDR, MUMBAI**

Reference: NIT No. IGIDR/EOI/2023/ED/19 Date: 12<sup>th</sup> July 2023

Dear Sir,

With respect to your above-mentioned EOI, I / We hereby submit my / our bid in the required format along with Company Profiles and supporting documents.

Should this bid be accepted, I/We hereby agree to abide by and fulfill the terms and provisions of the said Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit the EMD and pay to the IGIDR the amount mentioned in the said Conditions.

I/We will deposit the EMD amount through NEFT/DD/FDR/BG or MSME Certificate as earnest money to the IGIDR, which will not bear any interest.

Should I/We fail to execute the contract when called upon to do so. I/We do hereby agree that this sum shall be forfeited by me/us to the IGIDR.

I / We have carefully gone through the terms and conditions prescribed, and I / We accept the same without any alterations/modifications.

Yours faithfully,

**Signature**

Name & seal of the bidder

*\*To be submitted on company letterhead with sign and stamp on it.*

**SECTION-B**  
**GENERAL INSTRUCTIONS TO BIDDER**

EOI bid should be addressed to The Registrar, Indira Gandhi Institute of Development Research, Goregaon (East), Mumbai-400065 and superscripted ~ **EOI for “An Appointment of a Statutory Consultant” at IGIDR, Goregaon (E), Mumbai.**

1. Bidder has to deposit Earnest Money of Rs. 7,000/- (Seven thousand only) through DD/FDR/BG to “INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH, MUMBAI” Account No. 010220100010001, IFSC code: BKID0000102, Branch name: IGIDR, Bank Name: Bank of India and UTR number with screenshot of transaction should be included in the part of tender document towards Earnest money.
2. The EOI bids in two bid system are invited through two separate Emails to tender@igidr.ac.in “**Email-1: EMD and Pre-qualification Bid**” and “**Email-2: Financial bid**”. Subject of email should be mentioned as “**Email-1: EMD and Pre-qualification Bid for An Appointment of a Statutory Consultant at IGIDR**” and “**Email-2: Financial bid for An Appointment of a Statutory Consultant at IGIDR**” respectively. **All the bid documents should be attached as a PDF document or zip file and the financial bid file should be protected with a password.** . In case bidder cannot attach single bid file to an email then they can split their bid and submit in multiple emails with mentioning in the email subject as Part-I, II, III.... etc.
3. All the required documents should be scanned and merged either into a single PDF file or zipped into a single and attached to the respective Emails. **The Financial bid should be attached as a PDF document protected with a password and the password to be shared at the time of financial bid opening through online meeting. The vendor should keep their password securely with them and required to give only when asked in online meeting for financial bid opening.**
4. The bids will be received by **2<sup>nd</sup> August 2023 end of the day.** Each copy of the EOI document is under their stamp and signature. No bid will be accepted after **2<sup>nd</sup> August 2023 end of the day** under any circumstances whatsoever.
5. The E-mail bid with the subject “**EMD and Pre-qualification Bid for An Appointment of a Statutory Consultant at IGIDR**” shall be opened by the tender opening committee on the next day **3<sup>rd</sup> August 2023, at 02:00 PM** through the online meeting platform. The link to the meeting will be shared

with participated bidders. In case the government declares a holiday on the day of opening the bids, the bids will be opened on the next working day at the same time.

6. The Email bid with subject “**Financial bid for An Appointment of a Statutory Consultant at IGIDR**” of only qualified bidders will be opened. The date of opening of price bid shall be informed by institute to the qualified bidders. The date of opening of financial bid and link for online meeting shall be informed by the institute to the qualified bidders. **In case the bid file is protected with a password, then the bidders should provide the password of PDF/zip file during the opening of the bid. In case the bidder can NOT give the password for bid at the opening, then their bid shall be rejected.**
7. EOI bids shall remain valid for acceptance by the Institute for a period of three months from the date of opening of the bid, which period may be extended by mutual agreement, and the bidder shall not cancel or withdraw the bid during this period.
8. The EOI bid must be filled in English. If any documents are missing or unsigned, the bid may be considered invalid by the Institute at its discretion.
9. Each Page of the EOI Document should be stamped and signed by the authorized person or persons submitting the EOI in token of his/their having acquainted himself/themselves with the General terms & conditions, specifications, special conditions of the contract, etc., as laid down. Any bid with any of the documents not so signed will be rejected.
10. The Institute does not bind itself to accept the lowest or any responsive bid and reserves the right to accept or reject any or all the EOI bids, either in whole or in part, without assigning any reasons for doing so.
11. The intending bidders are requested to visit the Indira Gandhi Institute of Development Research to understand the nature and scope of the work. The intending bidder can obtain any clarifications regarding the EOI document, scope of services, etc., if any, by contacting **Mr. Samir Parab (Administrative Officer)** on his **mobile- 8097171963** or through e-mail at [administrativeofficer@igidr.ac.in](mailto:administrativeofficer@igidr.ac.in) or in Administration Office of the Indira Gandhi Institute of Development Research, Goregaon, Mumbai-400 065 on any Institute`s working day.

I/We hereby declare that I/we have read and understood the above instructions, and the same will remain binding upon me/us.

Place :

Signature of the bidder with company seal

Date :

**SECTION ‘C’**  
**TERMS AND CONDITIONS**

Upon the declaration of an intending bidder to be shortlisted by the Institute, they shall be subject to the following terms and conditions that shall form part of the bidding executed with the Institute.

1. The shortlisted bidder shall not assign the sub-contract. He shall not sublet any portion of the contract except with the written consent of the IGIDR. In case of a breach of these conditions, the IGIDR may serve a notice in writing on the bidder.
2. In all matters of dispute arising on the work, the matter shall be referred to **Registrar Indira Gandhi Institute of Development Research, Goregaon**, for a decision.
3. **Arbitration Clause:** In the event that the Successful Bidder is not satisfied by the decision of the Registrar, Indira Gandhi Institute of Development Research, the dispute shall be settled by arbitration in accordance with the provisions of the arbitration and conciliation act, 1996, or any enactment thereof. The Arbitral Tribunal shall consist of one arbitrator mutually appointed by the Institute and the successful bidder. The place of arbitration shall be Mumbai, and any award, whether interim or final, shall be made and deemed for all purposes between the parties to be made in Mumbai. The arbitration proceedings shall be conducted in English, and any award or awards shall be rendered in English. The procedural law of the arbitration shall be the Indian law. The award of the arbitral tribunal shall be final, conclusive, and binding upon the Successful Bidder and the Institute.
4. Corrigendum, if any, issued for the EOI shall form part of the bidding process. Corrigendum will be posted on <http://www.igidr.ac.in/>. Hence, Applicants are requested to visit the website regularly, note the corrigendum / amendments to the EOI without fail, and submit the offer accordingly. The Institute is not responsible for the ignorance of the corrigendum.
5. **Contract Period:**  
The Initial contract period shall be one year which can be extended for further two years based on institution requirements on a yearly basis at same rates, terms and conditions.
6. **Payment Terms:**  
The payment shall be released on a monthly retainer basis after successful completion of month against submission of invoice.
7. **The performance security deposit (PSD):**  
The EMD of the successful bidder shall be retained as PSD amount till the completion of the contract. In case the successful bidder submitted MSME certificate towards EMD exemption then he should deposit an amount of **Rs. 7,000.00** towards the PSD in the form of DD/FDR/BG. PSD amount shall be

released after successful completion of all the contractual obligations. No interest shall be paid on the PSD amount.

**8. Debarment from the bidding Process:**

**a. An Applicant shall be debarred if he has been found to be involved in any of the fraud & corrupt practices as below:**

- i. The bidder and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Institute may reject a proposal without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the bidding Process.

Without prejudice to the rights of the Institute under Clause 2(a)(i) above, if the Institute finds a bidder to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, such bidder shall not be eligible to participate in any tender issued by the Institute during a period of 2 (two) years from the date the Institute finds such bidder to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be.

During the entire bidding process, the currency of the contract, or after completion/termination of the contract, if it comes to the notice of the Institute that the bidder has engaged itself in any act of Fraud and/or Corrupt Practices, the Institute after giving a reasonable opportunity of being heard, comes to the conclusion that an Applicant or prospective Applicant, was indulged itself in such practices, may take appropriate measures as per applicable laws.

For the purposes of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- ii. **“Corrupt practice”** means (I) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (II) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the work order or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the WORK ORDER or the Agreement, who at any time has been or is a legal, financial or technical advisor of the authority in relation to any matter concerning the Project;

- iii. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts, or disclosure of incomplete facts to influence the Bidding Process;
- iv. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- v. **“Undesirable practice”** means (I) establishing contact with any person connected with or employed or engaged by the authority with the objective of canvassing, lobbying, or in any manner influencing or attempting to influence the Bidding Process; or (II) having a Conflict of Interest; and
- vi. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among bids to restrict or manipulate a full and fair competition in the Bidding Process.

I/We hereby declare that I/we have read and understood the above terms and conditions that form part of the Formal Contract to be executed between I/us and the Institute. The same shall bind me/us upon being declared the Successful Bidder.

Date:

Signature of the bidder with company seal



**SECTION-‘D’**  
**PRE-QUALIFICATION CRITERIA**

- **Pre-Qualification Documents to be submitted by Bidder along with Pre-qualification Bid:**
  - a) The bidder should submit a Registration of copy the company’s Certificate of Incorporation or Registration certificates under Shop & Establishment or Affidavit/Partnership deed in case of firm.
  - b) Copy of Registration of Goods & Service Tax (GST) and PAN
  - c) The bidder shall be a reputed/Legal organization dealing with statutory compliances or labour laws will be preferred or else the firm should be aware about all the labour laws and statutory compliances that has to be followed in Maharashtra by an Institute.
  - d) The bidder shall have independently executed one order of at least **Rs. 2.00 Lakh** in total in a Private University/ Autonomous College/ Academy/ Government Department/ PSU/ Autonomous Body for the statutory (Labour Law) consultancy services in any of the last three financial years (2020-21, 2021-22 & 2022-23). (Work order/Appointment letter/Agreement copy for the project to be provided.)
  - e) The bidder shall have aggregate turnover of not less than **Rs. 10.00 Lakh** each year in last three financial years (2020-21, 2021-22 & 2022-23) for the statutory consultancy services. Copy of Audited Annual Balance Sheets, profit & loss statement or CA Certificate for turnover amount duly certified by CA to be submitted. **If audit for financial year 2022-23 is not completed then bidder should attached provisional turnover certificate from CA.**
  - f) The bidder should submit the details of **one** client along with the name & contact numbers.
  - g) The bidder should not have been blacklisted by any Central/State Government/Public Sector Undertaking/Institute of Govt. of India. Should submit the undertaking as per **Annexure-A\***.
  - h) Either the Registered Office or one of the Branch Offices of the bidder should be located in the territory of MMRDA Region.

Bidders must submit documentary proof in support of meeting each of the above minimum qualification criteria. A simple undertaking by the bidder for any of the stated criteria will not suffice for the purpose. All documentary proof must be listed on the letter pad of the company and enclosed in a cover, to be submitted along with the qualification bid (E-mail) duly stamped and signed by the authorized person of the agency.

- **Information to be furnished by the bidder:**

<b>Sr. No.</b>	<b>Item</b>	<b>Information to be filled by Bidder</b>
1	Name of the bidder	
2.	Address	
2	Name of the contact person Telephone Number: Office /Residence: Mobile Number: Fax No. E-mail address-	
3	Details of Registration (number & date)	
4	Month and Year in which the company was formed/ incorporated.	
5	Type of organisation (Partnership, Pvt. Ltd., Public Ltd., etc.)	
6	Enclose a copy of the partnership deed, and Articles of Association (in case of partnership firm)	
7	Average Annual Turnover of Last Three Financial Year (attached audited balance sheets-profit & Loss account statements or CA certificate)	FY2022-23 FY2021-22 FY2020-21
9	Bank Account Details	A/C No. Bank Name: IFSC:

Date:

Signature of the bidder with company seal

**SECTION-‘E’**  
**TECHNICAL BID**

• **Information to the bidder:**

The Indira Gandhi Institute of Development Research (IGIDR) is an advanced research institute established and fully funded by the Reserve Bank of India for conducting research on development issues from a multi-disciplinary point of view.

IGIDR was registered as an autonomous society on November 14, 1986, and as a public trust in January 1987. Subsequently, the Institute was recognized as a Deemed University under Section 3 of the UGC Act.

Starting as a purely research institution, it rapidly developed into a full-fledged teaching cum research organization when it launched a Ph.D. program in the field of development studies in 1990. The objective of the Ph.D. program is to produce researchers with diverse disciplinary backgrounds who can address issues of economics, energy, and environmental policies. The M.Sc. program commenced in 2003 to introduce students to the world of research at an earlier stage.

At present, the Institute has full-time faculty members, non-academic staff, and about M.Sc. /Ph.D. students and other contract employees and workers.

• **Detailed Scope of Work:**

- i. The consultant shall be appointment shall be on a Retainer basis.
- ii. The consultant has to ensure that the Institute follows all the provisions, rules, and terms of the labour law that are required.
- iii. The consultant has to carry out the renewal of the principal labour license or any other license like fire, canteen, etc.
- iv. The consultant has to check the monthly bills of the entire contract if it is as per the specified rate as per the work order.
- v. The consultant has to ensure that the said contractor has paid the GST, PF, ESI and other statutory obligations to the respective accounts every month.
- vi. The consultant should advice institute from time to time for any change in the statutory compliance which the institute has to follow.
- vii. The consultant may add any other requirement that he feel necessary to be followed/adopted.
- viii. The consultant should visit IGIDR on monthly basis to verify the documents (bills/voucher) and posting of the same to the G.S.T., P.T., E.P.F., E.S.I., Minimum Wages Act, Bonus, Gratuity, etc.

I/We hereby declare that I/we have read and understood the above deliverables/scope of service that forms part of the formal contract to be executed between I/us and the Institute. The same shall bind me/us upon being declared as the successful bidder.

Date:

Signature of the bidder with company seal

**SECTION-'F'**  
**FINANCIAL BID**

EOI No. IGIDR/EOI/2023/ED/19

Date: 12<sup>th</sup> July 2023

<b>Sr. No.</b>	<b>Descriptions</b>	<b>Unit</b>	<b>Unit Rate Rs.</b>	<b>Annual Amount (Rs.)</b>
1.	Consultancy charges on a monthly Retainer basis as per scope of work mentioned in Technical bid.	<b>Per Month</b>		
2.	Consultant visit charges	<b>Per Month</b>		
	Applicable GST	<b>%</b>		
	Total Amount with GST (Rs.)			

**Note:**

- i. The above quoted rate per user should inclusive all and the fixed charges.
- ii. Government charges payable for the renewal of license will be as per actual and will be reimbursed on submission of receipt.

Date:

Signature of the bidder with company seal

*\*To be submitted on a company letterhead with sign and stamp on it.*

**ANNEXURE – A\***

**FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTERHEAD WITH REGARD TO BLACKLISTING/NON-DEBARMENT BY ORGANISATION UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT**

To,  
The Registrar  
Indira Gandhi Institute of Development Research  
Film City Road, Santosh Nagar,  
Goregaon (East),  
Mumbai – 400 065.

We hereby confirm and declare that we, M/s -----, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

For M/s \_\_\_\_\_

Authorized Signatory

Date:

*\*To be submitted on a company letterhead with sign and stamp on it.*