



**THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA
(ICAI)**

**TENDER FOR
PROVIDING SECURITY SERVICES
AT**

**ICAI'S OFFICES/PREMISES AT
ICAI BHAWAN KASBA, ICAI BHAWAN RUSSEL STREET & ICAI,
CENTRE OF EXCELLENCE RAJARHAT, KOLKATA**

**TECHNICAL BID
(Part-I)**

M/s. _____

Address _____

Tel. No. _____

Name of the Person _____

Signing the tender

Mobile No. _____

E-mail ID _____

LAST DATE FOR SUBMISSION : 30/06/2025
OF SEALED TENDERS : Up to 5.00 PM

TOTAL NUMBER OF PAGES : 1 to 38

INDEX
Part –I
Technical & Commercial Bid

| <u>DESCRIPTION</u> | <u>Page Nos.</u> |
|--|------------------|
| Notice Inviting Tender (Press) | 3 |
| Notice Inviting Tender (Website) | 4 |
| SECTION – I : Eligibility Criteria | 7 |
| SECTION –II : Instructions to Tenderers | 9 |
| SECTION –III : Scope of work | 17 |
| SECTION – IV : General Conditions of Contract (GCC) | 19 |
| Appendix – 1 to 3 : Declarations | 28 |
| Annexure -A : Information about Tenderer | 31 |
| Annexure -B : Declaration Letter from the Contractor | 33 |

Part-II
FINANCIAL BID/ PRICE BID

| | |
|-------------------|---------|
| Schedule of Rates | 36 - 38 |
|-------------------|---------|

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA

Regional Office: "ICAI Bhawan", 7, Russel Street, Kolkata – 700 071

Decentralised Office: "ICAI Bhawan", 382/A Prantik Pally, Rajdanga, Kasba, Kolkata – 700 107

Centre of Excellence: Plot No. IIA/20, Action Area – IIA, Newtown, Dist: North 24 Parganas (W.B). Nearest landmark – Aliah University, Rajarhat Campus - 700160.

H.O.: "ICAI Bhawan", Indraprastha Marg, New Delhi - 110 002

NOTICE INVITING TENDER (PRESS)

ICAI invites unconditional sealed tenders in Two Bid system (Techno- commercial and Financial Bids in two separate covers) from eligible, reputed, registered and experienced Security Agencies for providing Security Services to the ICAI's offices located at ICAI Bhawan- Kasba - 700107, ICAI Bhawan- Russell Street- 700071 & ICAI COE- Newtown, Kolkata- 700160. The tender forms can be downloaded from ICAI's website www.icaai.org & www.eirc-icaai.org. The last date for submission of sealed tender is **30/06/2025 upto 5.00 P.M.**

The Secretary, ICAI

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA

Regional Office: "ICAI Bhawan", 7, Russel Street, Kolkata – 700 071
Decentralised Office: "ICAI Bhawan", 382/A Prantik Pally, Rajdanga, Kasba, Kolkata – 700 107
Centre of Excellence: Plot No. IIA/20, Action Area – IIA, Newtown, PIN 700160
Dist: North 24 Parganas . Nearest landmark – Aliah University, Rajarhat Campus.
H.O.: "ICAI Bhawan", Indraprastha Marg, New Delhi - 110 002

NOTICE INVITING TENDER (WEBSITE)

ICAI invites unconditional sealed tenders in Two Bid system (Techno- commercial and Financial Bids in two separate covers) from eligible, reputed, registered and experienced Security Agencies for providing Security Services at ICAI Bhawan- Kasba - 700107, ICAI Bhawan- Russell Street - 700071 & ICAI COE- Newtown - 700160, Kolkata.

RELEVANT INFORMATION AT A GLANCE

| | | |
|----|---|--|
| 1. | Name of the Tender | Unconditional Tender for providing Security Services to the ICAI's offices located at ICAI Bhawan- Kasba - 700107, ICAI Bhawan- Russell Street - 700071 & ICAI COE- Newtown - 700160, Kolkata-. |
| 2. | Cost of tender documents | Rs.2360/- (Rupees two thousand three hundred and sixty only) (non-refundable) (including GST) in the form of demand draft from any Nationalized/ scheduled commercial bank drawn in favour of ' The Secretary, The Institute of Chartered Accountants of India', payable at Kolkata. |
| 3. | Last date for submission of tenders | 30/06/2025 upto 5.00 P.M. Bids may be dropped in the Tender Box placed at the Ground floor of ICAI Bhawan, 382/A Prantik Pally, Rajdanga, Kasba, Kolkata – 700 107 . Alternatively, bidders may send the Bids through Speed Post or Registered Post at the address given herein above so as reach on or before the last date of submission. Submission of bid by any other mode shall not be considered. The ICAI will not be responsible for any postal delay in receipt of Bids. Bids received after due date and time shall be rejected summarily |
| 4. | Earnest Money Deposit | Earnest Money Deposit (interest free, refundable) of Rs.2,00,000/- (Rupees Two Lakhs only) by way of a Demand Draft/Pay order Issued by Nationalized/ Scheduled Commercial Bank, drawn in favor of the "Secretary, The Institute of Chartered Accountants of India", payable at New Delhi. EMD is to be submitted by all bidders irrespective of their status. EMD should not be predated to the date of publication of the Tender. |
| 5. | Date of opening the Technical Bid (Cover-1) | The Technical bids shall be opened at 3.30 pm on 03/07/2025 or on any other date & time as per discretion of ICAI even if bidders are not present. In the event, the specified date of bid opening is declared as a holiday for ICAI, the bid shall be opened on the next working day at the specified time and location. |

| | | |
|-----|--|--|
| 6. | Pre-bid Meeting | A pre-bid meeting will be held on 12/06/2025 at 3.30 P.M. in the ICAI Bhawan, 382/A Prantik Pally, Rajdanga, Kasba, Kolkata – 700 107. |
| 7. | Date of opening of Financial bid (Cover –2) | After evaluating the Technical bids on given Parameters, the Financial bids of technically qualified bidders shall be opened on same day or any other date as per the discretion of ICAI as notified even if bidders are not present. In the event, the specified date of bid opening is declared as a holiday for ICAI, the bid shall be opened on the next working day at the specified time and location. |
| 8. | Validity of Tender | Tender shall be valid for 90 Days for acceptance from the date of opening of Techno-commercial Bids. |
| 9. | TDS (Income Tax) | As Applicable |
| 10. | Security Deposit/ Performance Bank Guarantee | The successful bidder shall be required to furnish, within 15 Days of acceptance of bid, a bank guarantee for performance for Rs. 7,00,000/- (Rupees seven lakhs only) or for an amount equivalent to 10% of the contract value whichever is higher to the ICAI with validity of entire period of contract plus 90 days. If successful Bidder does not furnish the Performance Security in the prescribed time limit and does not execute the Agreement, his earnest money deposit will be forfeited by ICAI. The validity of the bank guarantee shall be suitably extended in the event of extension of time of the contract and No interest shall be paid on the Performance Security. |
| 11. | Amount in words | Bidder shall write amount in numbers and in words. In case of any discrepancy, amount in words shall be considered as final and binding on both parties. |

Note:

1. ICAI reserves the rights to reject any tender / bid at any stage and/or time fully or partly for whole process and/or for particular Security Agency and also reserves all rights at any time to add, alter, modify, change, edit & delete any item and/or condition at any stage and/or vary all or any of these terms and conditions or replace fully or partly for whole process and/or for particular Security Agency or vary all or any of these terms and conditions or replace without assigning any reasons whatsoever. In this regard, the decision of ICAI shall be final and binding on all the bidders.
2. ICAI reserves right to reject any or all tenders / bids and the entire tender process without assigning any reason whatsoever.
3. Canvassing in any form in connection with the tender is strictly prohibited and the tender submitted by the Security Agency which resorts to canvassing is liable to be rejected.

4. ICAI or its representatives shall not entertain any bidder during the period of the selection of Security Agency is in process.
5. ICAI reserves the right to verify the particulars furnished by the tenderer/ bidder, independently.
6. In no case, the request of bidder for change or modification in any terms and conditions of the Tender shall be entertained.
7. ICAI reserves the right to modify any condition of Tender documents at any time. ICAI can also issue corrigendum/addendum to this tender by notifying the same at www.icai.org
8. ICAI reserves the right to award contract in full or in part to one or more bidder/Security Agency without assigning any reason, whatsoever.
9. ICAI also reserves the right not to accept the lowest bid.
10. ICAI shall not be responsible for non-receipt of any proposal. The Bidders are, therefore, in their own interest ensured that the bids are received by ICAI before the last date of receipt.
11. A Bidder shall not be allowed to submit more than one Bid.
12. Bidder should have valid GST registration number and meet all legal requirements.
13. Tender bearing any condition will be summarily rejected.
14. For any query, Please contact at 9007113088/9147048471/9147048475 OR email: ero.dcopc@icai.in

Section - I

ELIGIBILITY CRITERIA

General Eligibility

This invitation to respond to the unconditional Tender is open to such qualified and reputed Security Agencies which are registered and have their registered office in India. Along with the General Eligibility criteria, bidder has to satisfy the following criteria:

1. The Bidder shall have its Registered Office, preferably in Kolkata and in case of firm / company having Registered Office in any other State/Union Territory. It must have its Branch office in Kolkata .
2. The Bidder shall have an average annual turnover of Rs.1.00 crore or more during the **last three financial years ending on 31st March, 2024**. Copies of the P&L Account and Balance Sheet duly certified by the Chartered Accountant along with a certificate clearly mentioning the turnover for each of the above-mentioned years must be enclosed with the Tender document.
3. The bidder shall have an experience in providing Security Services to the Government Departments/Autonomous Institutions/Universities/Public Sector Undertakings or Public Sector Banks/ Financial Institutions or Local Bodies/ Municipalities and **must have at least two executed or running single work order/contract with annual value of more than Rs.75.00 Lakhs**, in the last three financial years. The details of names and address of such organizations along with the value of contract be provided as part of Technical Bid.
4. The Bidder shall possess required licenses and registrations under applicable laws including the Private Security Agencies (Regulation) Act, 2005, having validity at least for 24 months from the date of opening of tender
5. The Bidder shall have minimum 5 years' experience of providing Security services.
6. Along with the bid, bidder shall have to submit the Satisfactory Performance Report from their existing clients and/ or from their previous clients. Non furnishing of Satisfactory Performance Report and/ or Non-Satisfactory Performance Report shall amount to rejection of Bid summarily.
7. If the Bidder is working (providing any type of service/s) in any of the Offices of ICAI, it is mandatorily required to submit satisfactory performance Report from the concerned office(s) of ICAI failing which the tender would be rejected summarily.
8. There should be no litigation/ arbitration nor any criminal matter pending against the Proprietor, Firm, Partner, or the Company (Agency) or any of its Directors.
9. Bidders should submit details of pending case(s) with the Courts/Arbitral Tribunals against the Proprietor/ Firm/ Partner or the Company (Security Agency), if any. **A Declaration to this effect be provided.**
10. The bidder shall have minimum strength of 150 security guards on its rolls.

11. The Bidder shall have the following Registrations and details of the same shall be provided in the Technical Bid:
- (a) PF Registration
 - (b) ESI Registration
 - (c) GST Registration
 - (d) Valid labour License, issued by Regional Labour Commissioner, Govt. of India
 - (e) Valid License from competent authority under the Private Security Agencies (Regulation) Act, 2005
 - (f) Proof of registration with DGR, if any
 - (g) Proof of compliance of other statutory requirements
 - (h) Income Tax clearance certificate
 - (i) Copies of contracts already executed and those in hand along with their value.
 - (j) Statement indicating financial status, total manpower engaged in various other contracts.
 - (k) Proof of Registration of firm /Agency along with Proprietary Certificate/Partnership Deed, Certificate of Incorporation, MOA, AOA as the case may be.
 - (l) Profile of the Bidders/ Company / Agency/ Firm
 - (m) Copy of duly audited Balance Sheets along with Profit and Loss Accounts duly certified by the Chartered Accountant for the Financial Year 21-22, 22-23 and 23-24
 - (n) Copy of ITR filed by the bidder for the Financial Year 21-22, 22-23 and 23-24
 - (o) Copy of Pan Card of the Bidder.
 - (p) Duly filled Declarations and Annexures to this Tender Document.
 - (q) Any other relevant documents.
12. Every bidder is also required to submit declaration in following Annexure
- **Annexure B** : Declaration letter from the Security Agency
 - **Declaration 1**: Declaration with respect to the Integrity and no Conflict of Interest.
 - **Declaration 2**: Declaration regarding qualification
 - **Declaration 3**: Declaration regarding no litigation and Blacklisting
13. Even though the bidder meets the specified criteria, he may be disqualified if he has:
- a. Made untrue or false or misleading statement in the declaration forms or suppression of facts in the statements and attachments submitted in proof of their qualification and / or
 - b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, poor workmanship or financial failure, etc.
 - c. If the bidder is overbooked beyond his capacity to execute the work as per required schedules.

Note:

The intending bidders are required to submit their consolidated bid for providing Security Services at all the aforementioned places and any bid which is with respect to any one of the locations or for two locations excluding third location shall be rejected summarily.

Section - II

INSTRUCTIONS TO TENDERERS

1 GENERAL INSTRUCTIONS

1.1 The prospective bidders are advised to examine each and every clause of Tender document carefully. Bidder shall submit the Bids (Technical Bid & Financial Bid) along with Tender Document duly signed and stamped on its each page in token of his acceptance.

1.2 Bids received after the stipulated date and time shall not be entertained. ICAI shall not be liable for any postal delays or whatsoever and Bids received after the stipulated time and date shall be rejected summarily without giving any reason.

1.3 Bid shall remain valid for 90 days from the date of opening of Techno- commercial Bids.

1.4 The cost of tender document i.e. Rs.2,360/-(Rupees Two Thousand Three Hundred Sixty Only) (non-refundable) (including GST) in the form of Demand Draft from any Nationalized/ scheduled Commercial bank drawn in favour of '**The Secretary, The Institute of Chartered Accountants of India**', payable at Kolkata, is to be submitted along with the Bid. The non-submission of DD against the cost of tender form may lead to rejection of the bid.

1.5 In case of incomplete Bid submissions, ICAI shall be under no obligation to give the bidder an opportunity to make good such deficiencies and ICAI may at its discretion treat such bids as incomplete and not consider it for further evaluation.

1.6 **A pre-bid meeting will be held on 12/06/2025 at 3.30 P.M. in the ICAI Bhawan", 382/A Prantik Pally, Rajdanga, Kasba, Kolkata – 700 107.**

1.7 Bid submitted by opting for single location or two locations excluding third one shall be rejected summarily.

2 CLARIFICATION REQUESTS BY BIDDER

2.1 Although the details presented in this Tender Documents consisting of conditions of contract, scope of work etc., have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood.

2.2 Bidder shall examine the Tender documents thoroughly in all respect.

2.3 Any failure by Bidder to comply with the aforesaid requirement shall not absolve the Bidder from liability, after subsequent award of contract, from performing the work in accordance with the Tender Documents.

2.4 Before submitting bid, the tenderers/ bidders are requested to visit the sites and satisfy themselves fully regarding the nature of the work and get required clarifications from the ICAI, if any. No plea with respect to want of information or clarification on any particular

point shall be entertained after the bid has been received.

- 2.5 With respect to the Bidders who qualify in the Technical Bid, ICAI will appoint designated officers for random visits to the existing clients of the bidders and evaluate quality of service and other necessary requirements. ICAI will evaluate site visit reports given by appointed designated officers. Depending upon the evaluation reports, bidders will be shortlisted to open their respective financial bids. This will be one of the core criteria to shortlist the bidders to open financial bids.

3 AMENDMENT OF TENDER DOCUMENT

- 3.1 ICAI may, for any reason whether at its own initiative or in response to the clarification requested by the prospective Bidder(s), issue amendment in the form of addendum/corrigendum during the Bidding period and subsequent to receiving the bids.

3.2 Any addendum/corrigendum thus issued shall become part of Tender document and Bidder shall submit 'original' addendum/corrigendum duly signed and stamped in token of his acceptance.

- 3.3 For addendum issued during the Bidding period, Bidder shall consider the impact in his Bid. For addendum issued subsequent to receiving the Bids, Bidder shall follow the instructions issued along with addendum with regard to submission of impact on quoted price/revised price, if any.

4 EARNEST MONEY DEPOSIT

The bid must be accompanied by Earnest Money Deposit (EMD), interest free, for an amount of Rs.2,00,000/-(Rupees Two Lakhs only) in the form of a Demand Draft drawn on any Nationalized / Scheduled Commercial Bank in favour of 'The Secretary, The Institute of Chartered Accountants of India', payable at Kolkata. EMD is to be submitted by all bidders irrespective of their status. Any bid not accompanied by an Earnest Money Deposit (Bid Security) shall be rejected by ICAI as non-responsive. No FDR shall be permitted.

ICAI may at any time cancel or withdraw the invitation to bid without assigning any reason and the Earnest Money Deposit submitted by Bidder shall, in such case be refunded within 30 days to him without any interest.

The successful Bidder shall be required to furnish within 15 days of acceptance of his bid, Bank guarantee for performance for Rs. 7,00,000/- (Rupees seven lakhs only) or for an amount equivalent to 10% of the Annual Contract value whichever is higher with the ICAI in the manner indicated in General Conditions of Contract. In case, the successful Bidder fails or refuses to sign the agreement or furnish Bank Guaranteewithin the period as indicated above, the Earnest Money shall be forfeited.

5. DOCUMENTS COMPRISING THE BID

5.1 ICAI intends to fully evaluate the Technical and Commercial Submissions.

5.2 Bidder is advised to furnish the complete and correct information required for evaluation of his Bid. If the information / document forming basis of evaluation is found incomplete / incorrect the same may be considered adequate ground for rejection of the bid.

5.3 Bidder shall arrange his bid in the following order:

I) PART-I TECHNICAL PART (BID)

Technical Part 'Envelope no. 1' shall comprise of the attachments, specifying attachment number arranged in the order as follows:

- a) Submission of Declaration letter along with Tender document, DD against the cost of tender form, Earnest Money Deposit and its details.
- b) Power of Attorney/ Authorization Letter/ Board Resolution as the case may be in favour of authorized signatory of the Bidder.
- c) Organization details
 - In case of a proprietorship firm, the name and address of proprietor, and attested copy of 'Certificate of registration of firm'.
 - In case Bidder is a partnership firm, attested copy of the partnership deed and attested copy of certificate of registration of firm.
 - In case of company (whether private or public), attested copy of the 'Certificate of Incorporation' together with attested Memorandum/Articles of Association, along with certified copy of the Board Resolution for decision of the company to participate in this bidding process.
- d) **Composition of the Security Agency** – Full particulars (whether Security Agency is an individual, or a partnership firm, or a company or a LLP etc.) of the composition of the Security Agency in detail should be submitted along with name(s) and address(es) of the partners/Directors .
- e) **Work experience & completion of similar works during the specified period**
Copies of the detailed work orders indicating date of award, value of awarded work, time given for completing the work, etc and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works along with Certificate of satisfactory performance from the respective Organization/ Department/ client should be enclosed as proof of the work experience and satisfactory performance of work .
- f) **Details of completed works** – The client-wise names of work(s), year(s) of execution of work(s), awarded and actual cost(s) of executed work(s), completion time stipulated in the contract(s) and actual time taken to complete the work(s), name(s) and full address with contact-details of the officers /authorities /departments under whom the work(s) was/were executed should be furnished.
- g) **Credit worthiness of the Tenderer and its turnover during the specified period** – CA Certified Balance sheets along with Profit and loss Account of last 3 years should be enclosed ending 31st March 2024.
- h) **Name(s) & Address (es) of the bankers of the Tenderer and their contact details.**
- i) **Name(s) & Address (es) along with full contact details of officials of ICAI as a client, if working with ICAI, along with certificate of satisfactory performance issued by them.**
- j) List of staff with their qualification and experience.
- k) Copies of labour license, works contract registration and GST registration certificate, Trade license, Copy of License issued under the Private security Agencies (Regulation) Act, 2005, Proof of registration with DGR, if any, Proof of Registration with ESI & PF authority with separate code, Proof of compliance of other statutory requirements, Profile of the bidder's Company/agency/ firm.
- l) Check list of submission of bid.

- m) Declaration 1 : Declaration with respect to the Integrity and no Conflict of Interest.
- n) Declaration 2: Declaration regarding qualification
- o) Declaration 3: Declaration regarding Blacklisting and no litigation
- p) Any other relevant document, Bidder desires to submit.

II) PART-II FINANCIAL PART (PRICE BID)

The second envelope clearly marked as 'Envelope no. 2 (Price Bid)' shall include the following:

- a) Financial Bid shall be submitted duly filled, in the given format only in conformity to statutory compliances.
- b) No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in Price part of bid. ICAI shall not take cognizance of any such statement and may at their discretion reject such price bids.

6. SUBMISSION OF BID

6.1 SUBMISSION IN TWO SEPARATE ENVELOPS

6.1.1 Technical and Financial part must be submitted in **separate sealed** envelopes clearly super scribing as Envelope No. 1 "**Technical Bid**" and Envelope No.2 "**Financial Bid**" and both the sealed envelopes be put into another envelope and it should be super scribed as "**Tender for providing Security Services** to ICAI's offices located at ICAI Bhawan- Kasba, ICAI Bhawan- Russell Street & ICAI COE- Newtown, Kolkata"

Due date & time of Opening : Tentatively 03/07/2025 at 3.30 P.M. or as communicated
From: Address of Bidder: _____

6.1.2 Address to which bids are to be sent (Post/Courier/Hand /etc.)

Ms. Anindita Kundu
The Deputy Secretary & ERO HEAD,
The Institute of Chartered Accountants of India,
ICAI Bhawan", 382/A Prantik Pally,
Rajdanga, Kasba, Kolkata – 700 107

6.1.3 The Last Date of submission of duly filled in bid is 30/06/2025 up to 5.00 P.M.

Bid received after the time and date fixed for receipt of bid shall be rejected. In case of incomplete submissions, ICAI shall not be under any obligation to give the bidder an opportunity to make good such deficiencies and ICAI shall treat such bids as incomplete and not consider for further evaluation. Incomplete Bids or Bids received without Earnest Money Deposit (EMD) and/or Tender Fee shall be rejected summarily.

6.2 The Technical Bids will be opened on 03/07/2025 at 3.30 P.M. in the ICAI Bhawan", 382/A Prantik Pally, Rajdanga, Kasba, Kolkata – 700 107 in the presence of the prospective bidders, if they wish to be present. Those, who wish to be present, shall have to produce Authorization

Letter from the agency/firm/company before the Tender Committee. The Financial Bids of those Bidders, who have been found technically qualified, will be opened at a later date to be informed separately.

6.3 SIGNING OF TENDER

The Bid shall contain the name, place of business and other prescribed details of the person(s) making the Bid and shall be sent by the Tenderer under his signature. Partnership firms shall furnish full names of all the partners and shall annex a copy of the Partnership Deed with the Bid. It shall be signed in the partnership name by all the partners or by duly Authorized representative followed by the name and designation of the person signing. Tender by body corporate shall be signed in the name of body corporate by a person duly authorized to do so. All the pages/documents of the Tender should bear the signature of the tenderer with date. All the entries by the tenderer should be in one ink & legibly written. Any over-writing, corrections & cuttings should bear dated initials of the tenderer. Corrections should be made by writing again instead of shaping or over-writing.

Rates should be quoted both in figures as well as in words. In case the rates quoted in words & figures are at variance, the rates written in words shall be taken as final.

6.4 TECHNO-COMMERCIAL DISCUSSIONS

Bid of the bidder who submits the required EMD and tender fee shall be taken up for detailed evaluation. Techno-commercial discussions with bidder may be arranged, if needed.

7. AWARD OF WORK

- 7.1 The bidder, whose bid is accepted by ICAI, shall be issued Letter of Intent (LOI). Bidder shall confirm acceptance by returning a signed copy of the LOI. The successful bidder shall be required to execute a formal agreement in accordance with the 'Proforma of Articles of Agreement' within 15 days of issuance of LOI. Contract Documents to be signed by the ICAI & selected bidder shall consist of the following:
- a) Agreement
 - b) Letter of Intent/ Detailed letter of award
 - c) Original Tender document
 - d) Addendum / Corrigendum issued to bidder, if any.
- 7.2 ICAI reserves the right to split the work and award the work to more than one bidder on the rates approved by ICAI for better service options.
- 7.3 Bidder shall submit letter of authorization, authorizing the person signing the Tender document on behalf of the bidder and the written power of attorney in the name of person who is empowered for making such authorizations.
- 7.4 Bid submitted shall be in the prescribed formats as given herein and shall also have the relevant documents including documentary evidence.

7.5 Bid Opening, Evaluation Process and Selection Procedure

Evaluation of Proposals: Response to this Tender would be evaluated in two phases. Initially technical bids will be opened and evaluated which includes the Inspection Report, as submitted by the Designated officers appointed by ICAI for this purpose. Those bidders who satisfy the technical requirements of the work, as per the requirements/specifications and the terms and conditions of this Tender, shall be short-listed. Financial bids shall be opened only for the short-listed bidders who have qualified in the technical bid. Authorized representatives of the Bidders may be present during the Bid Opening if desired. ICAI may constitute Evaluation Committee to evaluate the Proposals submitted by Bidders for a detailed scrutiny. Subject to terms mentioned in the tender, a process, as explained below, will be adopted for evaluation of Proposals submitted by the specified date and time.

EVALUATION CRITERIA:

The Bids submitted by the Tenderers will be evaluated in the following manner: The initial criteria prescribed in Section - I will first be scrutinized and the Tenderer's eligibility for the work will be determined. The Tenderers qualifying the initial criteria will be further evaluated for following criteria by scoring method on the basis of details furnished by them.

| | | |
|--------------|---|------------------|
| a) | Financial strength | Maximum 25 marks |
| b) | Experience in similar nature of work during last five years | Maximum 20 marks |
| c) | Agency which has satisfactorily executed similar Work and must have at least two executed or running single Work order/contract with annual value of more than Rs.75.00 Lakhs and above, in the last three financial years. | Maximum 20 marks |
| d) | The bidder having minimum strength of 150 or above, personnel on its rolls.) – | Maximum 20 marks |
| e) | Performance of works – Quality | Maximum 15 marks |
| Total | | 100 marks |

To be eligible for short listing, the Bidder must secure at least 50% (Fifty) percent marks in each Technical parameter (for Serial Number a to e) and 60% (Sixty) percent marks in aggregate.

- Evaluation of Technical proposal would be on the following technical parameters carrying total 100 marks and each technical parameter has been assigned maximum score as given in the table below:

Criteria

Bidder must carefully choose the manner in which it desires to submit the list of works.

| Sl. No | Technical Parameters | | Max score |
|--------|--|--------------|-----------|
| 1. | Average Annual Turnover of the Bidder during the last three (3) financial years(FY 21-22, 22-23 and 23-24) | | 25 |
| | INR 4 Crores or above: | (25 marks) | |
| | INR 3 Crores or above but less than 4 Crores | (20 marks) | |
| | INR 2 Crores or above but less than 3 Crores | (15 marks) | |
| | INR 1 Crore and above but Less than INR 2 Crores : | (12.5 marks) | |
| 2. | The Bidder shall have minimum 5 years' experience in same nature of work for reputed organizations/Institutions - | | 20 |
| | 20 years or above | (20 marks) | |
| | 15 years or above but less than 20 years | (15 marks) | |
| | 5 years and above but Less than 15 years | (10 marks) | |
| 3. | Bidders who have at least two executed or running single work order/contract with annual value of more than Rs. 2.00 Cr. and above, in the last three financial years. | (20 marks) | 20 |
| | Bidders who haveat least two executed or running single work order/contract with annual value of more than Rs.1.5 Cr. and above, in the last three financial years. | (15 Marks) | |
| | Bidders who have at least two executed or running single work order/ contract with annual value of more than Rs. 75 lakhs in the last three financial years. | (10 Marks) | |
| 4. | The bidder having minimum strength of 250, Security personnel on its rolls. | (20 marks) | 20 |
| | The bidder having minimum strength of 200, Security personnel on its rolls. | (15 marks) | |
| | The bidder having minimum strength of 150 Security personnel on its rolls. | (10 marks) | |

| | | | |
|--------------|--|------------|------------|
| 5 | Bidder shall have to submit the Satisfactory Performance Report from their existing clients and/ or from their last client (Quality Remarks) | | 15 |
| | Very Good | (15 marks) | |
| | Good | (12marks) | |
| | Satisfactory | (8 marks) | |
| Total | | | 100 |

Note:

- Evaluation of Professional Strength and Experience of work shall be done on the basis of list of projects submitted by the applicant.
- Please provide sufficient information and valid proof for each parameter/factor assigned for calculating the marks in the evaluation criteria. If sufficient information and valid proof is not available about some parameter/factor during evaluation, Zero (0) marks may be assigned to that parameter/factor.
- Information as sought is to be given by individual applicant separately.
- Wherever sought, "experience" as on date of issue of Tender shall be considered for all purposes unless stated otherwise in the particular evaluation criteria.

To be eligible for short listing, the Bidder must secure at least 50% (Fifty) percent marks in each Technical parameter (For Serial Number 1 to 5) and 60% (Sixty) percent marks in aggregate. ICAI team will do physical inspection of each bidder's Site to verify the facts and details submitted by the bidder in technical bid and the same may become part of the technical evaluation criteria.

In case failed to secure minimum 50% marks in any of the above mentioned criteria, their bid is liable to be technically disqualified.

ICAI, at its sole discretion, shall have the right to interpret various aspects of the evaluation criterion as it deems fit. The decision of the ICAI on such interpretation and awards of marks shall be final and binding on all bidders. No reasons whatsoever shall be furnished regarding award of marks.

Based on the lowest price bid, L1 rate shall be decided. ICAI reserves the right to negotiate with the L1 bidder.

Section-III

SCOPE OF WORK

1. Scope of work: - The scope of services to be rendered under this contract includes:-
 - (a) One of the security personnel appointed will keep vigilance on the staff working in the departments and should be well versed in operation of CCTVs.
 - (b) Security of ICAI PREMISES in Kolkata to be ensured on 24X7 X365 days basis.
 - (c) Manning of Front desk all the time and ensure receipts of incoming documents during office hours and handover to concerned officer / Departments.
 - (d) To ensure security of the assets of the ICAI against theft, pilferage & misappropriation and to implement anti-theft measures at the above mentioned premises. Proper maintenance of Gate pass must be ensured for entry/exit of assets of ICAI.
 - (e) To prevent unauthorized persons entering in to the premises of the ICAI.
 - (f) To maintain visitors and staff movement records as may be directed by the ICAI from time to time.
 - (g) To ensure that no hawkers or vendors are allowed into the premises of the ICAI.
 - (h) To prevent entry of animals in the premises of the ICAI.
 - (i) To maintain law, order and discipline and to check all disturbances or nuisances in the premises of the ICAI.
 - (j) To control incoming and outgoing traffic and to keep record of their movement in and out of the premises as well as to regulate parking of vehicles in the premises of the ICAI.
 - (k) To bring to the notice of competent authority of ICAI about any suspicious activity noticed during or after office hours in and around the premises of the ICAI.
 - (l) To lodge complaints with police authorities regarding any unwarranted occurrence in and around the premises in consultation with the competent authority of the ICAI.
 - (m) To conduct any internal investigation required by the ICAI in the interest of the security of the ICAI.
 - (n) To attend to fire-fighting in case of emergencies and to assist in conducting periodic mock drills of fire-fighting system in the ICAI.
 - (o) In the event of any special circumstances including labour un-rest or strike, to provide special escorts essential for staff and senior officers as and when requested for as well as to deploy additional security personnel at short notice as per requirement of the situation.
 - (p) To switch off electrical points, AHU's etc. after office hours in all floors of the buildings.
 - (q) To lock all the doors of the buildings after office hours and open half an hour before office opening hours.
 - (r) One of the security guards on shift duty should be conversant with parking of vehicles. He should be able to move / drive the vehicle/ preferably possess a valid Driving licence.
 - (s) The agency should give the mock drill training twice in a year, and also to make the evacuation plan.
 - (t) Should keep a close watch on the House keeping staff and ensure they finish their job before commencement of the regular office/ Air conditioner maintenance agency/ Pest Controlling agency and the like.

(II) For carrying out the above job, the Tenderer shall be required to employ the following manpower for below locations

| Sr. No. | LOCATIONS | No. of Male Manpower required * | |
|---------|-----------------------------|---------------------------------|-------------------|
| | | No. of Security Guards | No. of Supervisor |
| 1 | ICAI Bhawan, Kasba, Kolkata | 05 | 01 |

| | | | |
|---|-------------------------------------|----|----|
| 2 | ICAI Bhawan, Russel Street, Kolkata | 05 | 01 |
| 3 | Centre of Excellence, Rajarhat | 04 | 01 |

- **However, above number may vary at short notice based on requirements**

- 1. The agency will provide 2 sets of complete uniform including shoes, umbrella, raincoat, torch and baton or truncheon to each of the security personnel at its own cost per year.**
- 2. Pay slips on monthly basis is required to be provided by the successful bidder clearly mentioning therein all the details of payments on monthly basis to the respective security personnel.**
3. The Agency shall provide weekly off/holidays as per relevant laws to its personnel so deployed at the Premises, however, at the same time, it shall be the responsibility of the Agency to ensure uninterrupted services on all days including holidays. **Besides this, 3 National Holidays, i.e. Republic Day, Independence Day, Gandhi Jayanti and Diwali and Holi will be observed as holidays.** However, in the event of any security personnel being on leave/absent, the Agency shall ensure suitable alternative arrangement to make up for such absence.
4. It is expected that the Security agency shall ensure to deploy at all locations only **fresh/ new and suitable and efficient Security personnel of good physique, of height at least 5' 6"** which also reflects the competency and effectiveness of the agency to be appointed.
5. The Security personnel deployed by the Security Agency **shall be minimum 10th pass** so as to be able to make entries in the registers kept at the security desk/booth whenever required and also to write their names in the attendance register and mark their arrival and departure by signing in the register.

The number of manpower required shown above is indicative and the actual number may vary slightly. The above manpower will be deployed in phased manner at different location. It may be noted that if needed/ required/ instructed to increase the No. of personnel for a specific period of time during any urgent activity, the agency has to comply with the same.

Further, please note that on important occasions like Election, Exam, Convocations / Regional Conference etc., we may require drastic increase of manpower for shorter definite period, in such circumstances, the Security Agency shall provide increased number of security personnel without any extra compensation.

Nothing extra shall be paid on this account in the rate quoted. So, in other words, there may be an upscale or downscale variation in the number based on the requirement of various departments, at the same rate.

Section - IV

GENERAL CONDITIONS OF CONTRACT

1. CONDITIONS PRECEDENT

Subject to express terms to the contrary, the rights and obligations under this unconditional Tender shall take effect only upon fulfilment of all the Conditions Precedent set out below.

- a. The Successful Bidder shall be required to accept the LoI/ Work order within seven (7) days of its issuance.
- b. The Successful Bidder shall be required to provide a Performance Security/ Bank Guarantee to the ICAI within fifteen (15) days of issuance of LOI/award of the work.
- c. The Successful Bidder shall be required to execute the Agreement within Fifteen (15) days of issuance of LoI/ Work Order.

The ICAI may extend the time for fulfilling the Conditions Precedent or waive any or all the conditions precedent. In the event of the Successful Bidder failing to fulfill the Conditions Precedent, ICAI shall not be liable in any manner whatsoever to the Successful Bidder and ICAI shall forthwith forfeit the EMD amount, Performance Security and/ or Performance Guarantee etc. as the case may be.

2. REPRESENTATIONS AND WARRANTIES:

The Bidder/ Tenderer/ Service Provider represents and warrants to ICAI that:

- a) It is duly organized and validly existing under the laws of India and has full power and authority to execute and perform its obligations under this tender document and to carry out the transactions contemplated hereby.
- b) It has taken all necessary corporate and other permits, licenses and actions under laws applicable to its business to authorize the execution and delivery of this Tender and to validly exercise its rights and perform its obligations under this Tender.
- c) It has the financial standing and capacity to undertake the Project in accordance with the terms of this Tender and ensuing Agreement.
- d) In providing the Services, it shall use reasonable endeavors not to cause any disruption to ICAI's normal operations
- e) This Tender has been duly executed, filled and submitted by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Tender shall be legally valid, binding and enforceable against it in accordance with the terms hereof.
- f) The information furnished in the Tender document and as updated is true, accurate and nothing is concealed or suppressed in the Tender document submitted.
- g) The execution, delivery and performance of work under this Tender shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of

its properties or assets is bound or affected.

- h) There are no material criminal or civil actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Tender or ensuing Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Tender or ensuing Agreement;
- i) It has not violated or defaulted with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Tender or ensuing Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Tender or ensuing Agreement.
- j) It has complied with Applicable Laws and has not been subjected to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Tender or ensuing Agreement.
- k) It and its personnel, have the necessary experience, skill, knowledge and competence to perform the Services under the tender documents.
- l) No representation or warranty by it contained herein or in any other document furnished by it to ICAI or its Employee or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading.
- m) No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person associated with ICAI in any manner whatsoever by way of fees, commission or otherwise for award or promise to award of work under this Tender or for influencing or attempting to influence any person associated with ICAI in any manner whatsoever in connection with this Tender.

3. EARNEST MONEY DEPOSIT & SECURITY DEPOSIT

- a. The bidders shall submit an Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rupees Two Lakhs only), in the form of Demand Draft drawn in favour of **'The Secretary, Institute of Chartered Accountants of India'**, payable at Kolkata. EMD is required to be submitted by all bidders irrespective of their status.
- b. In case of the unsuccessful bidders, Earnest Money Deposit shall be returned after finalization of the tender process or within three (3) months from the date of opening of tender, whichever is later. No interest shall be payable on the EMD.
- c. In case, the successful Bidder revokes his bid during the period of tender validity, unilaterally modifies the terms and conditions or price thereof during the validity of the bid or after being declared the "successful bidder" except where ICAI has given opportunity to do so or in any other case as provided hereinafter, the earnest money or any other amount due and payable by ICAI to the Successful Bidder shall be forfeited. EMD shall also be forfeited in the following case-

- i. If there is non-acceptance of Letter of Intent/ Work Order by the successful Bidder.
 - ii. Bidder fails to furnish Performance security within 15 days from the issuance of award of the work/issue of Letter of Intent/ Work Order.
 - iii. Successful bidder fails to commence the work within the stipulated time period prescribed in the Contract.
 - iv. The successful bidder refuses/fails to execute the Agreement or furnish the Performance Security within stipulated time.
 - v. The Bidder is found to be indulged in Canvassing or indulge in fraud and corruption, Misrepresentation, corrupt practices etc. in any form in connection with tender.
 - vi. The Bidder is found to be suppressing the information or furnishing wrong information.
 - vii. The successful bidder fails to honour or refuses to comply with or modifies any or all terms and conditions of the tender/LOI.
 - viii. The bidder fails to keep all the information/ details confidential and fails to maintain secrecy.
 - ix. If the successful bidder places any additional condition or request to change any of the terms and conditions of the Tender document subsequent to being declared as successful bidder at the time of accepting Letter of Intent/Work order or thereafter at any stage
- d. The successful Bidder shall be required to furnish Performance Security Deposit (interest free) for an amount of Rs.7,00,000/- or for an amount equivalent to 10% of contract value, whichever is higher, in the form of Irrevocable Bank Guarantee issued by a Nationalized/ Scheduled Commercial Bank, having validity of contract period plus 90 days in favour of **"The Secretary, The Institute of Chartered Accountants of India", payable at Kolkata**, within 15 days from the date of acceptance of his/its bid. The validity of the bank guarantee should be suitably extended in the event of extension of time of the contract.
- e. The Performance Security deposit furnished by the Successful Bidder will be returned after three (3) months from the expiry or earlier determination of contract, provided the Security Agency discharges /its services, according to terms & conditions and satisfaction of the ICAI, failing which security deposit shall be forfeited. It is also provided that, if during the currency of contract, the Security Agency withdraws its services or the event of any breach of contract on the part of the Security Agency or if the Security Agency fails to perform or observe any of the conditions of the contract, the security deposit shall be forfeited.

4. PAYMENT TERMS

4.1 The prices as quoted shall be valid up to a period of one (1) year. However, notwithstanding the rates mentioned in the Financial Bid for the purpose of reimbursement to the successful bidder against the payment made by it to the Security Personnel deployed by it, **minimum wages will be taken as the rates prevailing in the concerned month as notified by the Chief Labour Commissioner (C), Ministry of Labour & Employment, Government of India** from time to time. The amounts of statutory contributions e.g. PF, ESI will also be suitably computed as per prevailing rates and the Service Provider will be paid minimum wages, PF and ESI at enhanced rates. No claim for escalation of Service charges shall be entertained.

ICAI's decision in this regard shall be final and binding. In case, ICAI decides not to procure any services through Security Agency, nothing extra/any compensation on this account shall be paid to the Security Agency. The rates quoted shall be inclusive of all taxes except GST as applicable.

4.2 The payment would be made on monthly basis. The Security Agency to whom the Contract is assigned, shall forward its monthly bill so as to reach the ICAI latest by 7th day of each succeeding

month. Payment of the Bills shall be made after scrutiny/ verification, within 25-30 days of receiving the bill in respect of the services rendered in the preceding month. TDS will be deducted as per the prevailing rate.

The personnel engaged by the Security Agency and deployed at Kolkata shall be the employees of the Security Agency and it shall be the duty of the Security Agency to pay their salary every month in time. The Security Agency shall pay the salary to all its employees so deployed at Kolkata on or before 5th of each succeeding month.

4. PERIOD OF CONTRACT

The contract shall be valid initially for a period of one (1) year from the date of award of contract/ LOI. ICAI will evaluate the performance of services of the security Agency. If the services are found satisfactory, the ICAI reserves the right to extend the contract for another term or more on the same terms and conditions or the terms as mutually agreed by the parties.

5. ASSIGNMENT

The Security Agency shall not assign/ sublet the work or any part thereof except with the prior written consent of the ICAI. Such consent even if provided shall not relieve the Security Agency from any liability or any obligation under the contract.

6. TERMINATION OF CONTRACT

6.1 Either party may terminate the Contract, without assigning any reason, by giving a two (2) months' notice in writing to the other party.

6.2 Notwithstanding anything contained herein and in addition to any other rights or remedy available to ICAI, the ICAI may terminate the contract, at its option in whole or part, by giving one (1) month notice in writing, in case of any of the following violations by the Security Agency, if the violations are not remedied in the notice period to the satisfaction of the ICAI.

- (A)** the Security Agency refuses to render all or any of the **Services** which the Security Agency is required to render under the Contract, or refuse to render the same within the time or in the manner or otherwise according to the Contract;
- (B)** the Security Agency becomes incapable of or unable to perform the Contract;
- (C)** Death of Proprietor or dissolution of Security Agency or commencement of liquidation or winding up proceedings or appointment of a Receiver or insolvency of the Security Agency.
- (D)** Distress execution or other legal process being levied on or upon any of the Security Agency's assets.
- (E)** the Security Agency or any person employed by him made an offer for any purpose in connection with the Contract by way of any gift, gratuity, royalty, commission, gratification or other inducement (whether in money or in any other form) to any employee or agent of the ICAI. The decision of the ICAI as to whether any of the event/contingencies mentioned above has occurred shall be final and binding upon the Security Agency.
- (F)** Security Agency assigns or sub-lets the work under the contract without the prior written permission from the ICAI.

6.3 Subject to the other condition contained in the tender, upon termination of the contract in whole or in part, the Security Agency shall be entitled only to receive payment in accordance with the Contract for the **Security Services** rendered under the contract till the date of termination of contract and shall not be entitled to any other payment or compensation.

The decision of the ICAI as to whether any of the event/contingencies mentioned above has occurred shall be final and binding upon the Agency.

In case of termination of contract for any or all the conditions above, ICAI reserves its right to forfeit Bank Guarantee/ Security Deposit and any unpaid amount payable by ICAI to the successful bidder etc. and to take any other legal remedy as per the law of the land.

7. FORCE MAJURE

- a. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed under the Contract by such party, the relative obligation of the party affected by such force majeure shall upon notification to the other party, be suspended for the period during which such cause lasts. The cost and loss sustained by the either party shall be borne by the respective parties.
- b. The term 'Force Majeure' as employed herein shall mean Acts of God, like fire, earthquake, flood, sabotage, and other irresistible cause like war, revolt, riot, epidemic, pandemic etc. which are beyond the control of the either party. However, strike, lockout & other labour or student unrest will not constitute 'force majeure' for the purpose of this contract in respect to obligations of Security Agency.
- c. Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Time for performance of the relative obligation(s) suspended by the force majeure shall stand extended by the period during which such cause lasts.
- d. If rendering of services is suspended by force majeure conditions applicable to the Security Agency lasting for an aggregate period of more than 1 (one) month, the ICAI shall have the option of terminating the contract in whole or in part or re-negotiate the contract provisions.

8. RELATIONSHIP

Further, the persons engaged by the Security Agency shall be the employees of the Security Agency and in no circumstances shall be entitled to claim relationship of employer-employee with the ICAI.

9. INDEMNITY

- i. The Security Agency shall at all times indemnify the ICAI and shall keep it indemnified from and against any claim, loss, damage, action, proceedings, costs, charges and expenses that may be suffered or incurred by the ICAI on account of any misrepresentation or material breach of any representation made by the Security Agency or the terms and conditions herein contained or on account of any default or breach or violation or non-observance or non-performance of any applicable law, statute, rule, regulation, directive or guidelines by Security Agency or any of its employees or representatives or agents in relation to the contract and attributable to Security Agency. In case the ICAI is being made party to any litigation by the

employee of the Security Agency for any reason whatsoever, the Security Agency shall bear/indemnify any cost incurred by the ICAI.

- ii. The Agency shall, at its own expense, defend, indemnify, and hold ICAI harmless for damages, liabilities, claims, losses, costs, demands, suits, actions, and reasonable expenses (including but not limited to reasonable attorneys' fees and settlement costs) (collectively, "Damages") arising out of or related to any third party suits or claims brought against ICAI (i) arising out of or related to the Agency's violation of any applicable laws, gross negligence, or willful misconduct, or (ii) arising out of or related to any physical damage to property, or personal injury or death, caused by Agency or any of its Affiliates, officers, directors, and employees.
- iii. If any action in any court of law is brought by a third party against ICAI or any of its representatives /officers for the failure or neglect on the part of Agency to perform any acts, matter, covenants or things under the Contract, or for any damage or injury caused by the alleged omission or negligence on the part of Agency, its agents/representatives or employees, Agency shall in all such cases be responsible and indemnify and keep ICAI and/or its representative/officers harmless from all losses, damages, expenses or decrees arising out of such action.

10. BLACKLISTING

Without prejudices to the other rights, the ICAI reserves the right to blacklist the Security Agency in case the Security Agency commits breach of any terms and conditions of the contract and such blacklisting shall be for the period as decided by the ICAI.

11. RESOLUTION OF DISPUTES/ARBITRATION

That in the event of any question, dispute or differences arising out of or in connection with any of the terms and conditions of the tender document or the agreement arising thereunder, in the first instance, the parties hereto shall try to resolve the same by mutual consultation, failing which the same shall be referred to the sole arbitrator to be appointed mutually by the parties. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. The seat of Arbitration shall be at Kolkata and the language of the arbitration proceeding shall be English. The arbitral award shall be final and binding upon both the parties. All Arbitral Awards shall be in writing and shall state the reasons, therefore. The cost of the Arbitration shall be borne by both the parties equally.

12. JURISDICTION

Subject to the aforesaid arbitration clause, any dispute between the parties arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the Courts at Kolkata only.

13. AMENDMENT TO CONTRACT

The contract shall not be deemed or understood to have been amended unless amended by a document signed by an authorized representative of each of the parties to the Contract.

14. COMPLIANCE WITH LAWS

The Security Agency shall at its own cost and initiative fully comply with all applicable laws of the land and with all applicable by-laws, rules, regulations and any other provisions having the force of law, made or promulgated or deemed to be made or promulgated by any government, government agency or department, municipal board or any other government or regulatory body etc. and shall provide all certificates of compliance therewith as may be required by such applicable laws, by-laws, rules, regulations and orders etc. The Security Agency shall assume full responsibility for discharge of all statutory obligations such as wages, Leave Salary/Leave Encashment, allowances, compensations, EPF, Bonus, Gratuity, ESI, etc. relating to security personnel deployed in the Premises. The ICAI shall have no liability in regard thereto. In particular, the Security Agency shall ensure compliance with the following and their re-enactments/amendments:

- I The Payment of Wages Act, 1936
- II The Employees' Provident Fund and Miscellaneous Provisions Act, 1952
- III The Contract Labour (Regulation and Abolition) Act, 1970
- IV The Payment of Bonus Act, 1965
- V The Payment of Gratuity Act, 1972
- VI The Employees' State Insurance Act, 1948
- VII The Child Labour (Prohibition and Abolition) Act, 1986
- VIII The Maternity Benefit Act, 1961 and
- IX The Minimum Wages Act, 1948

15. Penalty

The Bidders are expected to have capability to deliver efficient and effective services to the ICAI. The Successful Bidder shall perform the services and carry out its obligations with all due diligence and render services with professional integrity, efficiency and economy, as per generally accepted professional techniques, standards and practices, and shall observe sound management practices. The bidder shall be liable to the ICAI for any direct loss or damage accrued or likely to accrue due to deficiency in services or work performed by it or its employees/ agents or improper discharge of contractual obligations or deviant conduct by it or its employees/ agents.

If it has been found that the Successful Bidder or his/its employees was/were negligent while rendering the services or it has been found that the Successful Bidder had colluded with any other party causing loss (pecuniary or otherwise) to the Institute, the Institute, besides fixing responsibility of the bidder, may impose penalty @ 10% of annual service charges and may also blacklist such Bidder. The Institute also reserves its right to initiate and prosecute such other proceedings as it may deem justified against the Security Agency.

16. SEVERABILITY

If any provision of this Tender Document or ensuing Agreement is found not to be tenable in law, the same shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Tender document/ Ensuing Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this tender/ Ensuing Agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Tender/ensuing Agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as

so limited.

17. Waiver

Any term or condition of this tender/ ensuing agreement may be waived at any time by the party that is entitled to the benefit thereof. Such waiver must be in writing and must be executed by an authorized officer of such party. The waiver by either Party of performance of any term or condition or breach of any provision on one occasion shall not be taken or held to be a waiver thereof on any subsequent occasion or as nullifying the effectiveness of such provision. However, any delay or failure on the part of ICAI in exercising its rights under the ensuing Agreement shall not be considered as a waiver of such right, remedy or provision available under the same.

18. FALL BACK

The Security Agency shall render the Security Services as per the Scope of Work in terms of the quality standards and round the clock Security Services as per the terms of the tender. The quality of service shall be outstanding and any deviation on account of quality of services shall give right to ICAI to terminate the contract. In case the Security agency to whom the contract has been awarded fails to execute the job as per the terms and conditions of the contract, work will be got executed through other agency at the risk and cost of the defaulting Security Agency. In such case, any higher price to be paid by the ICAI to the newly appointed Security Agency shall be recoverable from the defaulting Security Agency. Performance Security may be invoked in case of failure to pay the difference as aforesaid. The ICAI reserves the right to appoint alternate source/agency by giving due caution notice and levying penalty as deemed appropriate in this regard.

19. VERIFICATION

The personnel deployed by Security Agency should not have any police record/criminal cases against them and they should be deployed after police verification. The Security Agency should make adequate inquiries about the character and antecedents of the personnel whom they are deploying. The character verification of the personnel through local police should be furnished at the time of deployment. In addition, the character and antecedents of each personnel of the Security Agency will be verified by it before their deployment by collecting proofs of identity like Educational Qualifications Certificate, Previous Work Experience Certificate, Driving License/Ration Card or any other identity, Bank Account Details, Proof of Residence, Recent Photograph etc., and a Certification to this effect be submitted to ICAI. The Security Agency shall also ensure that the personnel deployed are medically fit and certificates of their medical fitness to be provided when called for by ICAI.

20. OTHER CONDITIONS

- i. All services shall be performed as per the requirement. The Successful Bidder shall immediately withdraw/ replace such employee/s/team that is/are not found suitable by ICAI for any reasons, if such request is made.
- ii. The employees of Successful Bidder shall not divulge or disclose to any person, any details of ICAI, its data, operational processes, technical know-how, security arrangements and administrative/ organizational matters as all are of confidential/ secret nature.
- iii. The employees of Successful Bidder should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the

image of ICAI. The Successful Bidder shall be responsible for any act of indiscipline or discourteous behaviour on the part of employees/ team deployed by him.

iv. The Successful Bidder shall be contactable at all the times and messages sent by E-mail/ SMS/ Phone etc., from the ICAI to the Successful Bidder shall be acknowledged immediately on receipt and on the same day. The necessary compliance as mentioned in the communication from ICAI shall be made by the Successful Bidder immediately.

v. That in any event, the ICAI shall owe no responsibility or liability of any kind arising out of or incidental to the performance of duties by the employees of Successful Bidder or otherwise, at the office of ICAI or outside the said office, including any liability due to any accident or injury or death caused to or suffered by any employee of Successful Bidder or any other health or medical liability or compensation all of which shall be the sole responsibility of Successful Bidder.

vi. The Successful Bidder shall comply with all representations, grievances of its employees deployed by it for execution of herein mentioned contract work. The Successful Bidder shall be solely responsible for all the claims of its employees and shall ensure that its employees do not make any claims whatsoever against ICAI. ICAI shall have no liability in this regard.

21. NOTICE

All notices and other communications required or permitted to be given under Contract shall be in writing and shall be delivered or sent by personal delivery, electronic mail, or registered or certified mail (return receipt requested) postage prepaid to the relevant Party addressed as herein below or as may from time to time be notified in writing by such Party to the other no less than 7 days' in advance. The notices and communications sent in such manner shall, unless the contrary is proven, be deemed to have been duly received on the date of personal delivery, business days following delivery upon confirmation of transmission by the sender's electronic mail device or 7 business days following mailing by registered or certified mail (return receipt requested postage prepaid).

For ICAI:

For Security Agency:

DECLARATION - 1**Declaration of Integrity and No Conflict of Interest** (on company letter head)

I/ We hereby declare that I/ We shall –

- a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.
- b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- c) Not indulge in any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process.
- d) Not misuse any information shared between the Procuring Entity i.e. ICAI and the Bidders with an intent to gain unfair advantage in the procurement process.
- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process.
- f) Not obstruct any investigation or audit of a procurement process.
- g) Disclose conflict of interest, if any, and
- h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest: -

The Bidder participating in this bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to,:

- a) Have controlling partners/shareholders in common; or
- b) Receive or have received any direct or indirect subsidy from any of them; or
- c) Have the same legal representatives for purposes of the Bid; or
- d) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder or influence the decisions of the Procuring Entity regarding the bidding process or
- e) The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f) The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works of Services that are the subject of the Bid; or
- g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity i.e. ICAI as engineer-in-Charge/Consultant for the contract.

For an on behalf of
Signature (with seal)
(Authorised Representative/Signatory)
Name of the Person
Designation

Date:
Place:

Declaration by the Bidder regarding Qualifications (On company letter head)

In relation to my/our Bid submitted to for procurement of in response to their Notice inviting Bids No..... Dated I/We hereby declare that:

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union / State Government or any local authority as specified in the Bidding Document.
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not having my/our affairs administered by a Court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons.
4. I/we do not have, and our directors and officers have not been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
5. I/we do not have a conflict of interest that materially affects fair competition.

Date:

Place:

Address

(Signature of bidder)

Name

Designation

DECLARATION - 3

Declaration regarding No litigation and Blacklisting

(On Original Letter Head of the Bidder)

The Secretary,
The Institute of Chartered Accountants of India (ICAI)
ICAI Bhawan", 382/A Prantik Pally,
Rajdanga, Kasba, Kolkata – 700 107

Dear Sir,

Sub: Tender for providing Security Services at ICAI to ICAI's offices located at ICAI Bhawan- Kasba, ICAI Bhawan- Russell Street & ICAI COE- Newtown, Kolkata

- 1) We are not involved in any major litigation that may have an impact on compromising the delivery of services or affect in providing the services as required under this tender.
- 2) We have not been black-listed by any Central/ State Government/ Public Sector Undertakings/ Autonomous Bodies under Central/ State Government/ Multinational Companies/ Reputed Hotels/ Universities/ Any Other Organization during last years.

(Signature of Authorized Person)

Place:

Name:

Date:

Designation:

Office Seal: Business Address:

ANNEXURE 'A'

INFORMATION ABOUT BIDDER

- 1 Name of Bidder
- 2 Address with contact details & email etc.
 - (A) Head office
 - (B) Branch Office
- 3 Details of the Bidder (whether Proprietorship/ Partnership / Private Limited / Limited company etc.)
- 4 Has your concern changed its name at any time? If so, when and the reasons thereof.
 - (a) If the reply to above question is in affirmative mention the old name(s) of your concern in past
6. Date of commencement of Business
7. No. of Security personnel on its roll
8. (a) PAN No.
 - (b) Details with registration with statutory authorities for:
 - (i) PF
 - (ii) ESI
 - (iii) Labour Laws
 - (iv) GST (Attach Copy)
 - (v) PSARA License No. and valid upto

Please furnish certified copies of Registration and latest returns as filed with above authorities failing which Tender is liable for rejection.
9. Income Tax Assessment Certificate for the last three financial years i.e. 2021-22, 2022-23 and 2023-24 provided
10. Name & address of Principal Bankers. Also submit solvency certificates.
11. Details of the organizations where Security Services are being provided to Govt./ Public Sector Undertaking/ Educational Institutions/ Public Limited co., in the past three years

Details of Security Services carried out during the last 5 years.

| Organization | Duration of Providing Security Services | Nature of Job | Value | Area covered | Manpower deployed | Contact Person at such orgn with Tel.No. and his designation |
|--------------|---|---------------|-------|--------------|-------------------|--|
| | | | | | | |
| | | | | | | |
| | | | | | | |

Furnish details of work orders/ performance certificates of at least **two executed or running single work order/contract with annual value of more than Rs.75.00 Lakhs** and period of contract during last three years (attach copies also)

12. Name(s) & Address(es) along with full contact details of officials of ICAI as a client, if tenderer has worked / working with ICAI along with certificate of satisfactory performance issued by them.
13. Details of infrastructure along with details of manpower available justifying the case.
14. Turnover/Receipts (last 3 years)

| 2021-2022 | 2022-2023 | 2023-2024 |
|-----------|-----------|-----------|
| | | |

15. Please enclose copy of latest balance sheet and profit and loss Account. Attach audited accounts and / or CA. certificate for the above years.
 16. Status of litigation cases pending
- | Sr No | Name of the organization | Type of Litigation | Current Status |
|-------|--------------------------|--------------------|----------------|
|-------|--------------------------|--------------------|----------------|
17. Any other relevant information.

Signature of the tenderer(s)

Name and Designation of authorized person signing the tender on behalf of the tenderer(s) with Rubber Stamp. Full Name and address of the tenderer(s).

Declaration Letter from the Security Agency
(On company letter head)

Reference No:

Date:

From:

.....

Sub: Tender for providing Security Services to ICAI's offices located at ICAI Bhawan-Kasba, ICAI Bhawan- Russell Street & ICAI COE- Newtown, Kolkata

Dear Sir,

1. With reference to your Tender Document dated, I/we, M/s
having examined the Tender and understood their contents, hereby submit our proposal/ offer
 our Bid for, in full conformity with the said Tender. We
 have read the provisions of Tender and confirm that these are acceptable to us. We further declare
 that the proposal is unconditional and unqualified.

2. We have enclosed herewith a Demand Draft Bearing No. dated
 Issued by Bank for an amount of Rs./- inclusive of GST
 drawn in favour of "Secretary, The Institute of Chartered Accountants of India" payable at New
 Delhi, against Tender Fee.

3. We have also enclosed herewith a Demand Draft bearing No.
 dated Issued by Bank for an
 amount of Rs./- drawn on New Delhi, in favour of "**Secretary, The Institute of
 Chartered Accountants of India**" towards EMD.

4. We agree to abide by the terms and conditions of this Tender, consisting of this letter, the
 Proposal, the duly notarized written power of attorney, and all attachments, from the date fixed for
 submission of Proposals as stipulated in the Tender and modifications resulting from contract
 negotiations, and it shall remain binding upon us and may be accepted by you at any time before
 the expiration of the validity period.

5. All information including declarations provided in the proposal and in the Appendices
 including Annexures, is true and correct and all documents accompanying such proposal are true
 copies of their respective originals and accept that any misinterpretation contained in it may lead to
 our disqualification. Until the formal final Contract is prepared and executed between us, this
 Proposal, together with your written acceptance of the Proposal and your notification of award,
 shall be binding on me/us.

6. I/We shall make available to the ICAI any additional information it may deem necessary or
 require for supplementing or authenticating the proposal.

7. I/We acknowledge the right of the ICAI to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
8. I/We certify that in the last years, I/ we have neither failed to perform on any contract, as evidenced, by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
9. I/We understand that ICAI may cancel the Selection Process at any time and that ICAI is neither bound to accept any proposal that it may receive nor to select the security agency, without incurring any liability to the Applicants.
10. I/We further certify that no investigation by a regulatory authority is pending either against us or any or all of the partners or against our Associates or against our CEO or any of our Directors/Managers/employees etc.
11. I/We agree and understand that the bid is subject to the provisions of the Tender document. In no case, shall I/we have any claim or right of whatsoever nature if the contract is not awarded to me/us or our proposal is not opened or rejected.
12. I/We have studied Tender and all other documents carefully and also visited site. I/ We understand that I/ we shall have no claim, right or title arising out of any documents or information provided to me/ us by the ICAI or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the Work.
13. I/ We understand that ICAI is not bound to accept any proposal received by it. I/We further declare that additional conditions, variations, deviations, if any, found in my/our bid, shall not be given effect to.
14. ICAI and its authorized representatives are hereby authorized to conduct any enquiry to verify the statements, documents and information submitted in connection with this application/offer and to seek clarification from our bankers and clients regarding any financial and technical aspect. This letter of application will also serve as authorization to any individual or authorized representative of any Institution/ Organization referred to in the supporting information to provide such information as deemed necessary and as requested by ICAI to verify the statement and information provided in this application such as the resources, experience and competence of the applicant.
15. ICAI and its authorized representative may contact the following person for information:-

16. This application/ Bid is made/ submitted with full understanding that:
- (a) Bids of applicants will be subject to the verification of all information submitted for appointment at the time of bidding.
 - (b) ICAI reserves the right to:
 - Amend the scope and
 - Reject or accept any Bid, cancel the appointment process and reject all Bids
17. The undersigned declares that the statements made and information provided in the duly completed Bid along with the annexures, is complete, true and correct in every detail. It is further understood that furnishing wrong or misleading or incomplete information or suppression of facts or canvassing in any form will lead to disqualification.

18. I/ We agree and undertake to abide by all the terms and conditions of the Tender Document.

Yours faithfully,

Signature(s) of the Tenderer(s)

Name and Designation of authorized Person signing the Tender on behalf of the Tenderer(s)

Full Name and Address of the Tenderer(s)



**THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA
(ICAI)**

**TENDER
FOR
PROVIDING SECURITY SERVICES**

**AT
ICAI BHAWAN KASBA, ICAI BHAWAN RUSSEL STREET & ICAI
CENTRE OF EXCELLENCE RAJARHAT, KOLKATA**

**FINANCIAL BID/ PRICE BID
(Part-II)**

M/s.

Address

Tel. No.

Name of the Person

Signing the tender

Mobile No.

E-mail ID

Financial Bid

Schedule of Rates

Rates are to be provided strictly in the following format, not following this format will lead to cancellation of the tender:

The location and number of guards and supervisors as mentioned in **Scope of Work**.

(Duty Hrs. 8 Hrs.)

| S. No. | Particulars | Rate Per Security Guard (Rs.) Per month | Rate Per Security Supervisor (Rs.) Per month |
|---------------|---|--|---|
| | | Semi- Skilled | Skilled |
| 1. | Minimum wages (MW) | | |
| 2. | PF @ 12% on ceiling of Rs. 15,000/- | | |
| 3. | Administrative Charges (@ 0.5% on Rs. 15,000/-) | | |
| 4. | ESI @ 3.25% on MW | | |
| 5. | Relieving charges (1/6 th of 1 to 4) | | |
| 6. | Service charges (in percentage) | | |
| a. | Service charge amount | | |
| 7. | Total | | |

GST to be mentioned extra

Bids quoting service charge less than 1% of Minimum Wages, are liable for rejection.

Note:-

1. The above manpower will be considered **as per the minimum wages of Chief Labour Commissioner (C), Govt. of India**. The Tenderers are expected to submit their respective bids considering the above consideration. The Security Agency shall provide uniformed and trained personnel and use its best endeavor to provide Security services to the ICAI for providing safety, monitoring and surveillance. Rates quoted will include all statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R&A) Act, weekly-off replacement charges, uniform charges, all kinds of taxes, service charges, etc. of the agency. The rate quoted will be for per shift of eight hours per person per month. If the minimum wages is revised by the Chief Labour Commissioner (C) the incremental wages, if applicable, will be provided.
2. The offers/bids which are not in compliance of Minimum Wages Act and any other Labour laws will be treated as invalid.
3. The contract will be, tentatively, for one (1) year which may be extended by ICAI if desired.

4. The number of manpower required shown above is indicative and the actual quantity/ requirement may vary.
5. The bidders shall quote the rates in Indian Rupees.
6. Any other government levies which is applicable but not specifically mentioned but incidental to execution of this contract should be shown separately.
7. **All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection.**

The Financial/ Price Bid should be on the agency / company/firm letter head and submitted in a separate sealed envelope.

Signature(s) of the Tenderer(s)

Name and Designation of authorized Person

Signing the Tender on behalf of the Tenderer(s)