



**THE INSTITUTE OF COST ACCOUNTANTS OF INDIA  
(STATUTORY BODY UNDER AN ACT OF PARLIAMENT)  
CMA BHAWAN, 12, SUDDER STREET, KOLKATA – 700 016**



## TENDER NOTICE

19<sup>th</sup> November 2024

Ref. No.: ADMIN-SECURITY-2024

### MANPOWER AGENCY FOR SECURITY SERVICES TO BE DEPLOYED BY THE INSTITUTE IN VARIOUS LOCATIONS IN WEST BENGAL

The Institute of Cost Accountants of India (herein after called Institute) intends to engage one manpower agency to supply Security Guards for its Headquarters, other locations of the Institute through the process of tendering. The Institute and the agency identified thereby should form parties to the contract to be signed between the Institute and the selected agency & the terms and conditions.

1.	Type of work	Supply of security guards
2.	Date of Announcement of Tender	19/11/2024
3.	Last date for submission of Tender	09/12/2024 3 p.m.
4.	EMD Amount	Rs. 55,000/- (fifty-five thousand only)
5.	Performance Security Deposit	Rs. 1,37,000/- (one lakh thirty-six thousand only)
6.	Address of Submission	Tender Box (Labelled as Advertised Tender Committee), Ground Floor, CMA Bhawan, 12, Sudder Street, Kolkata – 700 016.
7.	Mode of Submission of EOI documents	By hand or through post/courier so as to reach before the due date and time. The EOI submitted through courier must mention on the main envelope "Manpower Agency for Security Services to be deployed by the Institute in various locations in West Bengal."
8.	Contact Person	Suneel Kaushik, Administration. Contact – 033 – 40364709 Email – admin.hod.kolkata@icmai.in

The bidders may visit the Institute(at CMA Bhawan, 12, Sudder Street, Kolkata – 700 016) for assessment of the work during working days (Monday to Friday) between 1500 hrs. – 16.00 hrs. Institute shall not be liable for any postal delays whatsoever in receipt of EOI documents and EOI received after the stipulated date and time shall not be entertained.

**ADVERTISED TENDER COMMITTEE**



## **GENERAL TERMS AND CONDITIONS FOR EMPANELMENT**

1. The tender document shall be submitted under three separate covers, Envelope No. 1, 2 and 3. Envelope No. 1 is a Technical bid (Annexure 2), Earnest Money Deposit (EMD)/MSME Exemption Certificate shall be put in a separate envelope (envelope no 2) and Financial Bid in envelope no 3 (Annexure 3).
  - a. Technical Bid in separate sealed envelope should be super-scribed with “Technical Bid for Manpower Agency for Security Services to be deployed by the Institute in various locations in West Bengal” and bidder’s name and stamp.
  - b. Financial Bid in separate sealed envelope should be super-scribed with “Financial Bid for Manpower Agency for Security Services to be deployed by the Institute in various locations in West Bengal” and bidder’s name and stamp.
  - c. Information Sheet as (Annexure 1) along with all documents as per checklist and the sealed envelopes for Technical Bid and Financial Bid should be placed in separate sealed envelope (main envelope) super-scribed with “Bids for Manpower Agency for Security Services to be deployed by the Institute in various locations in West Bengal.”
2. The contract is to commence from the date of signing the contract with the successful bidder and shall continue initially for a period of 3 (three) years and may be extended for another 2 (two) years at same rate, terms & conditions, subject to satisfactory performance as observed by the Institute but the agreement will be made only after observing the satisfactory performance of the bidder every year.
3. The successful bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other manpower company/firm/agency/contractor without the prior written consent of this Institute.
4. The bidder will be bound by the details furnished by it to the Institute, while submitting the tender or at any subsequent stage. In case, any such documents furnished is found to be false at any stage, it would be deemed to be a breach of terms of contract making the firm liable for legal action besides rejection and/or / termination of tender /contract without assigning any reasons thereof.
5. **Financial bids of only those bidders that are technically qualified shall be evaluated and shall be intimated the date, time and place of opening of such bids.**
6. Tenders without earnest money shall be rejected on the spot and will be considered technically unqualified. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department bidders registered with the Ministry of Micro, Small and Medium Enterprises (MoMSME), Government of India are exempted from the submission of earnest money; subject to submission of relevant certificate. However, Performance Security Deposit will be applicable for the awarded bidder.

**\*PLEASE NOTE THAT ONLY MICRO AND SMALL ENTERPRISES ARE EXEMPTED FROM SUBMISSION OF EMD AND NOT THE MEDIUM ENTERPRISES.**



## 7. Security Guards requirement –

<b>MAN POWER REQUIREMENT</b>				
<b>Sl.</b>	<b>Place of Posting</b>	<b>Manpower Engagement</b>	<b>Tentative Count</b>	<b>Qualifications &amp; experience</b>
1	CMA Bhawan, 12, Sudder Street, Kolkata – 700 016	06:00 am to 02:00 pm at one gate	1	At least Matriculate (10 <sup>th</sup> ) having minimum experience of 5 years as Security Guards age should not be above 50 years.
		02:00 pm to 10:00 pm at 2 (two) gates	2	
		At night 10:00 pm to next 06:00 am	1	
		During office hours at Examination Directorate	1	
2	EIRC Building, 4th Floor, 84, Harish Mukherjee Road, Kolkata – 700 025	During office hours at 4 <sup>th</sup> floor	1	
3	Properties of Institute at Rajarhat (Reckjoani)	Round the clock at 2 (two) sites	4	
Total tentative manpower count			10	

Any extra deployment of security guard as and when required for any amount of time within the contract period shall be provided by the selected tenderer at same rate, terms & conditions.

8. The successful bidder shall ensure that the security guards deployed in the Institute conforms to the requirements of the Institute in terms of age, qualification, medical fitness, language skills, conduct, etc.
9. The working days and wages of the security guards engaged through the successful bidder shall be as per the minimum wages rules fixed by the State Government as applicable from time to time.
10. If the Institute feels, present engaged security personnel of the Institute should be absorbed by the selected bidder/agencies.
11. Canvassing in connection with the tender is strictly prohibited and the tender of anyone resorting to canvassing shall be liable for rejection without assigning any reasons thereof.
12. The successful bidder shall engage necessary security guards as required by this Institute from time to time. The said person employed by the contracting bidder shall be the employee of the contracting bidder and it shall be the duty of the contracting bidder to pay their salary/wages to the staff provided to the Institute in time i.e. before 5<sup>th</sup> of every month through cheque or ECS transfer only, it should not be linked with the payment of the Institute to the bidder and if the bidder is unable to make the payment within 5<sup>th</sup> of any month, a deduction of Rs. 500/- per person will be deducted from the bill for that month. The proof of payment made to the staff to be provided every month at the time of claiming the charges from the Institute.
13. The bidder shall be liable for due observation and implementation for the statutory conditions/ requirements of Labour Laws as applicable to security guard, during the contract period and the contracting bidder shall issue monthly pay slip indicating the gross wages & deductions made from the gross wages, to all the security guards provided to the Institute.
14. The Bidder must have all applicable valid statutory registrations and shall be submitted along with the tender documents such as, Registration with EPF, ESI, Registration under Contract Labour (Regulation & Abolition) Act 1970 and Rules, Registration of GST, Professional Tax, Supporting document/s for EMD exemption etc.
15. It is obligatory on the part of the successful bidder to ensure that wages and overtime paid



should not be less than the Minimum Wages fixed by the Government of West Bengal states from time to time. The Institute reserves the right to fix the wages more than the Minimum Wages fixed by the state government. All relevant statutory requirements must be incorporated in the amount to be paid to each security guards.

16. The successful bidder shall enter into an agreement with this Institute for supply of suitable security guards as per the requirement of the Institute on specified terms and conditions. The agreement will be valid for a period of (3) three years from the date of signing the agreement, may be extended for another (2)two years, subject to satisfactory performance observed by the Institute but the agreement will be made only after observing the satisfactory performance of the bidder every year
17. However, the agreement can be terminated by either party giving 3 (three) months notice in advance. If the service provider fails to give 3 (three) months notice in writing for termination of the agreement, 3 (three) months wages, etc. and any suitable amount due to the service provider from this Institute shall be forfeited in favour of the Institute.
18. That on the expiry of the agreement as mentioned above, the service provider will withdraw all the contract workers and clear their accounts by paying them all their legal dues. In case of any dispute on account of termination of employees or non-employment by the workers of the service provider, it shall be the entire responsibility of the service provider to pay and settle the same.
19. The selected vendor should provide the Electronic Challan cum Return (ECR) in respect to wages, EPF, EPS etc. For each manpower along with the bill every month.
20. Statutory dues like E.P.F., E.S.I., GST, P. Tax service charges and employees Deposit link insurance scheme etc. will be liabilities of the selected vendor.
21. The security personnel appointed by the service provider shall not accept or give any gratuitous payments, gifts or rewards in any form whatsoever.
22. The security personnel shall neither avail nor request for any of the facilities provided to the Institute's employees.
23. Whenever there is revision of minimum rates of wages in schedule employment as per the Minimum Wages Act 1948, in State of West Bengal and with respect to revision of dearness allowance the same shall be reimbursed to the service provider subject to the payment of the same to the personnel by the service provider”.
24. Institute may ask to furnish documentary evidence in respect of payment of statutory liabilities.
25. The rates quoted in the in Financial Bid (Annexure 3) of offer quoted through tender will be valid for a period of 90 days.
26. If a firm quotes nil charges/consideration/abnormal charges, the bid shall be treated as unresponsive and will rejected without assigning any reasons thereof.
27. Before award of contract, all original documents will be checked by the Institute and at that time attested photo copies are required to be furnished.



28. In case, tie is observed in the price bid, the applicant with higher experience since commencement of the entity will be considered for the award of contract, if otherwise eligible. If the position of tied bids does not change even after exhausting the above step, then lot shall be drawn between the bidders in a tie and the successful bidder will be decided through this lot.
29. The Institute is not bound to accept the lowest offer and reserves the right to cancel any or all the tenders without assigning any reasons thereof.
30. The Institute reserves the right to award the contract in full or part to any tenderer/and/or/ service provider without assigning any reasons thereof.

#### **LIQUIDATED DAMAGES-**

31. Liquidated damages of Rs. 500/- per person will be levied on the service provider for short supplying of manpower.
32. If the personnel are found missing from the place of duty, for any reason liquidated damages of Rs. 500/- per instance shall be deducted from service bill provider.

#### **ESSENTIAL REQUIREMENTS:**

33. The applicant should not have been blacklisted by any government/government agency during its entire period of its existence.
34. The tenderer/applicant working in working in multiple states may be preferable and required to provide services in other states as instructed by The Institute.
35. The tenderer/applicant should have average annual turnover of three years (viz 2021-22, 2022-23 & 2023-24) Rs. 2.00 crore;
36. Must have a full-fledged office in Kolkata.

#### **PERIOD OF CONTRACT:**

37. The period of contract shall be 3 (three) years from the date of award of contract and may be extended for another 2 (two) years at same rate, term & conditions, subject to satisfactory performance observed by the Institute but the agreement will be made only after observing the satisfactory performance of the bidder every year

#### **CANCELLATION/ TERMINATION OF CONTRACT:**

38. It is not obligatory on the part of the Institute to accept the lowest offer; the Institute may summarily reject any or all the offers against the tender without assigning any reason to the bidders participating in the tender.
39. If at any point of time during the period of contact, it is observed by the Institute that the service rendered by the contracting bidder are not to the satisfaction of the Institute or any terms of contract are violated, the Institute reserves the right to terminate the contract with immediate effect without any notice or compensation thereof.

#### **Settlement of dispute**

40. All disputes regarding interpretation of the contents of the agreement or its implementation



shall be resolved by mutual discussion/reconciliation in good faith by the successful bidder and The Institute of Cost Accountants of India.

41. This agreement shall be governed by the laws of India for the time being in force and subject to exclusive jurisdiction of courts at Kolkata.

#### **FINANCIAL TERMS AND CONDITIONS:**

42. The Institute can fix CTC per month per job category which in any case shall not be less than the Minimum Wages prescribed by the Government of West Bengal. This fixed CTC includes all expenses incurred for each person deployed under specific job category which will be inclusive of all statutory charges.
43. Any additional charge not covered under this tender shall not be imposed either on the Institute or on the deployed security guard.
44. The successful bidder would be the technically qualified bidder having lowest (L1) Financial Bid on the basis of the Agency Service Charges (%).
- 45. Submission of Earnest Money Deposit (EMD) of Rs. 55,000/- DD in favour of “The Institute of Cost Accountants of India”, payable at Kolkata is one of the compulsory conditions for the qualification of technical bid. **Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department bidders registered with the Ministry of Micro, Small and Medium Enterprises (MoMSME), Government of India are exempted from the submission of earnest money;subject to submission of relevant certificate.****
46. The DD towards EMD submitted by the unsuccessful bidders will be returned on or before 30 days after the award of the contract. No interest on EMD will be paid by the Institute. The EMD of the successful bidder will be converted into Performance Security as mentioned in below point.
- A. Performance Security – to ensure due performance of the contract, Performance Security of Rs. 1,37,000/- (rupees one lakh thirty-seven thousand only) to be paid by the successful bidder to whom the contract was awarded. The bidder, if deposited EMD will deposit a sum of Rs. 82,000(rupees eighty-two thousand)as deposited EMD will be converted in Performance Security and total deposit will be Rs. 1,37,000/- (rupees one lakh thirty-seven thousand). Performance Security may be furnished in the form of an account payee demand draft or bank guarantee from a commercial bank or online payment.
- B. ii. Performance Security will be returned by the Institute within six months from end of entire contract. No interest would be paid on the amounts.
- C. The Institute reserves the right to deduct appropriate amount from the Security deposited in lieu of any unpaid statutory dues or any other dues. In case of pendency of any dispute related to non- payment/less payment of salary/noncompliance of statutory obligations by the contracting bidder which may results into financial liabilities for the Institute, in such cases the Institute reserves its right to withhold such Performance Security deposit for a period beyond six months after expiry / termination of the contract or otherwise the amount will be refunded without any interest.



47. The successful bidder has the liability to pay overtime to the contractual manpower as per rules applicable to Government of West Bengal.
48. The Institute reserves the right to pay allowance / incentive and any internal adjustment about the payment to contractual staff which will be instructed to the successful bidder and the successful bidder has the obligation to fulfill the requirement of the Institute.

**ALLOWABLE REIMBURSABLE CHARGES:**

49. Allowable charges include (per person /per month)
- A. Minimum Wages as time to time issued from Office of the Labour Commissioner, Government of West Bengal.
  - B. Employers' contribution for PF & ESI - EPF (EPS, EPF, EDLI, and admin. Charges), ESI etc. as applicable.
  - C. Bonus – as per Payment of Bonus Act, 1965.
  - D. Incentive for Security Guards - as allowable by the Institute, currently Rs. 1000/-.
  - E. Agency Service Charges.
  - F. Any other Statutory dues / taxes.

**The component of payable amount will be:**

<b>Manpower Cost (per person / per month)</b>	
<b>Components</b>	<b>Amount (Rs.)</b>
Wages	Minimum Wages as announced by Government of West Bengal; time to time
EPF	13%
ESI	3.25%
Bonus	8.33 %
Incentive	As approved by the Institute; Currently 1000/-
Agency charges	xxxx%
<b>CTC</b>	Sum of above

**SCOPE OF WORK OF THE SECURITY AGENCY :**

50. The contractor shall have to provide round-the-clock security services in the entrusted Institute complexes as mentioned in this tender document.
51. The successful bidder shall ensure protection of the personnel & property of the Institute, prevent trespass with/without arms, perform watch and Floor functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle inside The Institute premises. In case of any incident such as theft, robbery, fight, accident inside The Institute, it is the responsibility of successful bidder to coordinate with Administration Officer in lodging of FIR, legal proceeding etc.
52. The successful bidder shall ensure to watch the proper locking system of premises, common area etc. In case of any theft, breakage, pilferage of any fixture and or fittings, furniture, equipment etc., the responsibility shall be of the security personnel and they will report the same to the office immediately. If after a departmental enquiry, it is found that the loss has occurred due to the negligence of the security guard/ guards on duty, the Institute will have





full power to recover the loss in full or adjust from the dues or from the performance guarantee of the successful bidder.

53. In other cases of any such incident such as theft, robbery, fight, accident inside The Institute, it is the responsibility of service provider to coordinate with Administration Officer in lodging of FIR, legal proceeding etc. The service provider shall ensure full security to the Institute premises and its property from pilferage and maintain the standard security norms to protect the premises.
54. The successful bidder shall submit bio data along with identity proof & address proof of each security guards and security supervisor duly verified within 07 days after award of work. The successful bidder will also submit the Police Verification report of each security personnel before deployment of them in the Institute.
55. During surprise check by any of the authorized officer of the Institute, if a guard is found negligent/ sleeping/ drunk or consumption of any tobacco product on duty, the service provider will have to withdraw the guard from the premises forthwith, which may even entail cancellation/termination of contract for the rest of the period.
56. The service provider shall ensure immediate identification and proper handling of unclaimed and any suspicious material or goods lying in nearby premises.
57. The service provider shall ensure proper training to its security and supervisory staff for immediate handling and its communication/liason to the Institute for any unusual incident or mishappening.
58. All the Security Guards will mark their attendance at the time of arrival and departure from the attendance sheet duly verified by the authorized person of the service provider will be submitted alongwith each monthly bill.
59. The successful bidder shall provide proper uniforms, identity cards, badges, whistle, lathi, emergency lamps, torch, umbrellas, rain coats etc. to supervisors and guards for proper vigil of Institute premises.
60. All the security personnel posted shall be in sound health, free from any contagious disease, physically fit, well in shape, able to run, jump and grip. Before deployment of Security Guards and Security Supervisors, the successful bidder will submit their Medical fitness, police verification to the Institute. They must be able to promptly answer queries of visitors or telephone calls and have communication skills of replying in courteous manner.
61. The rotation of duties shall be effected at various locations inside the complex. They should note down the entry & movement of the vehicles, men & materials. They should collect the pass/ delivery challan issued by the officer in charge for the outgoing and incoming materials/ items.

#### **DUTIES AND RESPONSIBILITIES OF SECURITY STAFF**

62. The service provider will be responsible for overall security arrangements of the Institute premises entrusted/ covered in the contract.
63. Security Provider will ensure that all instructions of the Administration are strictly followed and there is no lapse of any kind.
64. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the Administrative Officer for in-out movement of Institute.
65. Deployment of Guards will be as per the instructions of the authorities of the Administration from time to time and the service provider will be responsible for their optimum utilization.



66. The Security Guards should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire- fighting material available on the spot. They will also help the fire-fighting staff in extinguishing the fire or in any other natural calamities.
67. In emergency situations, security staff deployed shall also participate as per their role defined in the disaster plan, if any, of the Institute. Security personnel should be sensitized for their role in such situations.
68. The Security Guards are required to display mature behavior, especially towards female staff, female visitors, and elderly persons. The Security Guards shall also assist the handicapped visitors in reaching their desired department.
69. The Security Guard on duty shall not leave the premises until his reliever reports for duty. Any other duties/responsibilities assigned by the Administration may be incorporated in the agreement.

**CONDITIONS & CRITERIA FOR EVALUATION:**

- Financial bids of only those agencies that are technically qualified shall be evaluated.
- Institute may ask clarifications if any during the evaluation and the bidders are expected to respond. Lack of response from them will enable the Institute arrive at its own decision about such bids.
- The bidder has to qualify the minimum qualifying criteria for Sl. no. 1 to 4 of below table and compulsory qualifying criteria for Sl. no. 5 of below table.
- The eligibility will start only after fulfilling the minimum eligibility criteria in each category and the additional point will be considered afterwards.
- Minimum Qualifying points will be 65 (sixty-five)

Evaluation criteria			
Sl.no.	Attributes	Points	Documents to be submitted
1.	Total Experience	Minimum 8 years – 20 points	- Proof of Establishment, Commencement, Continuity and IT Return for each year business
		For Every additional year - 2 upto 10 points	
2.	Work Experience with Central / State Govt. / PSUs / Autonomous Body / Statutory Body in the last 5 years	Minimum 5 entities – 5 points	- Work order / Performance Certificate to be produced
		For Every additional entity - 1 upto 5 points	
3.	Turnover in the last three years	Minimum Annual Average Rs. 2 crore – 20 points	- Last three years (viz 2021-22, 2022-23 & 2023-24) Profit & Loss A/c and Balance Sheet
		For Every additional Rs. 50lakhs - 2 upto 10 points	
4.	Full-fledged office in Kolkata with at least 5 numbers of manpower on payroll (ECR of PF may be submitted)	Minimum - 10 points	- Electricity bill / Rent agreement of Office - ECR of EPF & ESIC of employees
		For every additional manpower – 2 upto 10 points	
5.	PASARA License issued by The Controlling Authority of West Bengal Government	10 points	- A copy license of the license is to be produced
<b>Maximum Score</b>			<b>100</b>



**Annexure 1**

**INFORMATION SHEET TO BE FILLED BY BIDDER**

1	Name of the Bidder											
2	Address of Kolkata Office											
3	Contact person & Designation											
4	E-mail Address											
5	Contact Number											
6	Year of Incorporation/Establishment											
7	Bank Details											
8	Turnover (in Rs.)	F.Y. 2021 – 22										
		F.Y. 2022 – 23										
		F.Y. 2023 – 24										
9	Empaneled as service provider during last 5 years in Central / State Govt. / PSUs / Autonomous Body / Statutory Body  (in numbers / count)	Central Govt.										
		State Govt.										
		PSUs										
		Autonomous Body										
		Statutory Body										

Declaration –

I/We on behalf of organization have understood the job involved and agree to all the terms and conditions as indicated in this EOI/Tender Notice.

I/We on behalf of organization are not debarred and / or / blacklisted by Central State Govt. / PSUs / Autonomous Body / Statutory Body or by the Institute.

I/We on behalf of organization declare that all the facts stated and documents submitted are true to the best of our knowledge and belief.

I/We on behalf of organization undertake that in case the above is found false/fake the tender may be summarily rejected without assigning any reason.

Seal of the organisation

Signature :

Name :

Designation :

Date :



## CHECK LIST OF DOCUMENTS TO BE SUBMITTED

Please write YES or NO		
1.	Proof of Establishment, Commencement & Continuity of Business and Annual IT Return for each year business	
2.	GST Registration	
3.	EPF Registration Certificate	
4.	ESIC Registration Certificate	
5.	Professional Tax Registration Certificate	
6.	Electricity Bill / Rent Agreement of Office	
7.	ECR of EPF & ESIC of employees	
8.	Audited P/L Accounts & Balance Sheets	
9.	Work Orders / Performance Certificates	
10.	EMD / Supporting document(s) for EMD exemption	
11.	Detailed profile of the organization, management, manpower, specialization of staff, variety of services etc.	
12.	Sealed Envelope containing Technical Bid	
13.	Sealed Envelope containing Financial Bid	
14.	Any additional information, please add separate sheet(s)	

Seal of the organisation

Signature :

Name :

Designation :

Date :



**DRAFT AGREEMENT**

**AGREEMENT FOR SUPPLY OF LABOUR/WORKMEN & MANPOWER**

The Agreement (hereinafter referred to as the “Agreement”), is made on ..... day of .....of 202... at Kolkata.

**BETWEEN**

**THE INSTITUTE OF COST ACCOUNTANTS OF INDIA**, a Statutory Body established by an Act of Parliament namely the Cost Accountants Act, 1959, having its headquarters at 12, Sudder Street, Kolkata, 700 016 in the State of West Bengal represented by its herein after referred to as **“The Institute”** (which expression shall unless excluded by or repugnant to the context include it’s successors and assigns) of the **FIRST PART**

**AND**

**“Company Name”**, a company registered under the Companies Act 1956, having its registered office at **“Company address”** herein after referred to as **“Service Provider”** (which expression shall unless excluded by or repugnant to the context include it’s successors and assigns) of the **SECOND PART**

**WHEREAS** The Institute is engaged in the promotion, regulation, and development of the profession of Cost & Management Accountancy.

**AND WHEREAS** The Service Provider is engaged in the business of providing contract labour/workmen & manpower to different organizations according to their specific requirements.

**AND WHEREAS** The Institute being the Party of the First Part is in need of a contractor who can provide workforce for performing routine jobs at its headquarters at No.12, Sudder Street, Kolkata 700016 and /or any other place of work as may be decided by the Party of the First Part.

**AND WHEREAS** the Service Provider is a Company registered under the Companies Act, 1956 being the contractor herein and has the expertise, capability and experience to employ, control, supervise and carry out assignment in terms and directions of the Party of the First Part.

**AND WHEREAS** after a detailed inspection of the premises/site of the Institute, the Service Provider has represented to the Institute that it has requisite expertise, skills and resources including trained and efficient personnel, to provide security services as



per requirements of the Institute.

**AND WHEREAS** on the basis of such representation of the Service Provider the Institute has agreed to avail the services of the Service Provider being a Contractor and being the Party of the Second Part herein on the terms and conditions mentioned herein below.

**1. SCOPE OF WORK OF AGENCY:**

- i. The contractor shall have to provide round-the-clock security services in the entrusted Institute complexes as mentioned in tender ADMIN-SECURITY-2024 dated ...../...../202....
- ii. The agency shall ensure protection of the personnel & property of the Institute, prevent trespass with/without arms, perform watch and Floor functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle inside The Institute premises. In case of any incident such as theft, robbery, fight, accident inside The Institute, it is the responsibility of Security agency to coordinate with Administration Officer in lodging of FIR, legal proceeding etc.
- iii. The Agency shall ensure to watch the proper locking system of premises, common area etc. In case of any theft, breakage, pilferage of any fixture and or fittings, furniture, equipment etc., the responsibility shall be of the security personnel and they will report the same to the office immediately. If after a departmental enquiry, it is found that the loss has occurred due to the negligence of the security guard/ guards on duty, the Institute will have full power to recover the loss in full or adjust from the dues or from the performance guarantee of the Agency.
- iv. In other cases of any such incident such as theft, robbery, fight, accident inside The Institute, it is the responsibility of Security agency to coordinate with Administration Officer in lodging of FIR, legal proceeding etc. The Agency shall ensure full security to the Institute premises and its property from pilferage and maintain the standard security norms to protect the premises.
- v. The Agency shall submit bio data along with identity proof & address proof of each security guards and security supervisor duly verified within 07 days after award of work. The Agency will also submit the Police Verification report of each security personnel before deployment of them in the Institute.
- vi. During surprise check by any of the authorized officer of the Institute, if a guard is found negligent/ sleeping/ drunk or consumption of any tobacco product on duty, the Agency will have to withdraw the guard from the premises



forthwith, which may even entail cancellation/termination of contract for the rest of the period.

- vii. The Agency shall ensure immediate identification and proper handling of unclaimed and any suspicious material or goods lying in nearby premises.
- viii. The Agency shall ensure proper training to its security and supervisory staff for immediate handling and its communication/liason to the Institute for any unusual incident or mishappening.
- ix. All the security Guards and Security Supervisor will mark their attendance at the time of arrival and departure from. The attendance sheet duly verified by the authorized person of the Agency will be submitted alongwith each monthly bill.
- x. The Agency shall provide proper uniforms, identity cards, badges, whistle, lathi, emergency lamps, torch, umbrellas, rain coats etc. to supervisors and guards for proper vigil of Institute premises.
- xi. All the security personnels posted shall be in sound health, free from any contagious disease, physically fit, well in shape, able to run, jump and grip. Before deployment of Security Guards and Security Supervisors, the Agency will submit their Medical fitness, police verification to the Institute. They must be able to promptly answer queries of visitors or telephone calls and have communication skills of replying in courteous manner.
- xii. The rotation of duties shall be effected at various locations inside the complex. They should note down the entry & movement of the vehicles, men & materials. They should collect the pass/ delivery challan issued by the officer in charge for the outgoing and incoming materials/ items.
- xiii. Security Guards requirement –

<b>MAN POWER REQUIREMENT</b>				
<b>Sl</b>	<b>Place of Posting</b>	<b>Manpower Engagement</b>	<b>Tentative Count</b>	<b>Qualifications &amp; experience</b>
1	CMA Bhawan, 12, Sudder Street, Kolkata – 700 016	06:00 am to 02:00 pm at one gate	1	At least Matriculate (10 <sup>th</sup> ) having minimum experience of 5 years as Security Guards age should not be above 50 years.
		02:00 pm to 10:00 pm at 2 (two) gates	2	
		At night 10:00 pm to next 06:00 am	1	
		During office hours at Examination Directorate	1	
2	EIRC Building, 4th Floor, 84, Harish Mukherjee Road, Kolkata – 700 025	During office hours at 4 <sup>th</sup> floor	1	
3	Properties of Institute at Rajarhat (Reckjoani)	Round the clock at 2 (two) sites	4	
Total tentative manpower count			10	



Any extra deployment of security guard as and when required for any amount of time within the contract period will be provided by the selected tenderer at same rate, terms & conditions.

## **2. DUTIES AND RESPONSIBILITIES OF SECURITY STAFF**

- i. The Security Agency will be responsible for overall security arrangements of the Institute premises entrusted/ covered in the contract.
- ii. Security Agency will ensure that all instructions of the Administration are strictly followed and there is no lapse of any kind.
- iii. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the Administrative Officer for in-out movement of Institute.
- iv. Deployment of Guards will be as per the instructions of the authorities of the Administration from time to time and the security agency will be responsible for their optimum utilization.
- v. The Security Guards should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire- fighting material available on the spot. They will also help the fire-fighting staff in extinguishing the fire or in any other natural calamities.
- vi. In emergency situations, security staff deployed shall also participate as per their role defined in the disaster plan, if any, of the Institute. Security personnel should be sensitized for their role in such situations.
- vii. The Security Guards are required to display mature behavior, especially towards female staff, female visitors and elderly persons. The Security Guards shall also assist the handicapped visitors in reaching their desired department.
- viii. The Security Guard on duty shall not leave the premises until his reliever reports for duty. Any other duties/responsibilities assigned by the Administration may be incorporated in the agreement.

## **3. PERIOD OF CONTRACT**

- i. The Agreement shall be valid for a period of three years with effect from of signing this contract unless terminated by the Institute owing to deficiency of service, sub standard quality of manpower deployed, breach of contract, reduction or cessation of the requirement of work.
- ii. As per the tender ADMIN-SECURITY-2024, the period of contract is for three years and may be extended on the same terms and conditions, for further period of two years or such duration decided by this Institute, but the





agreement will be made only after observing the satisfactory performance of the bidder every year.

- iii. On the expiry of the period of contract as mentioned above, clear the accounts of entire contract worker by paying them all their legal dues. In case of any dispute on account of termination of employees or non employment by the workers of service provider, it shall be the entire responsibility of the service provider to pay and settle the issue.
- iv. If at any point of time during the period of contact, it is observed by the Institute that the service rendered by the contracting agency are not to the satisfaction of the Institute or any terms of contract are violated, the Institute reserves the right to terminate the contract with immediate effect without any notice or compensation thereof.

#### 4.1. CHARGES AND PAYMENT TERMS

- i. The Institute shall pay to the Service Provider a sum of Rupees calculated as per following rate per month for assured deployment of staff in following manner:

Sl. No.	Particulars	Percent (%)
1	Agency Service Charges (on CTC) per person / per month	

- ii. The Agency Service Charges as above is inclusive of all sums, expenses, costs to be incurred including and rendering services in accordance with this Agreement.
- iii. Whenever there is a revision of minimum rate of wages in scheduled employment as per the Minimum Wages Act, 1948 and with respect to revision of Dearness Allowance the same shall be reimbursed to the service provider subject to the payment of the same to the personnel/employee by the service provider.
- iv. The above cost is exclusive of statutory payments and other applicable taxes.
- v. In consideration of such supply of labour/workmen/employee/personnel & manpower by the service provider, from time to time, under this agreement, service provider shall be entitled Agency Service Charges as mentioned in clause 4.1.i. of this agreement @ % on the cost of CTC for the employees of service provider.
- vi. All payments shall be made after deduction of applicable taxes.
- vii. The Price/fees under this Agreement shall remain firm, and no increase in Contract Price shall be allowed under any circumstances whatsoever.



#### **4.2. Payment Terms:**

- i. Subject to Compliance with terms and conditions of this Agreement, the Institute will pay to the Service Provider within 15-30 days of receipt of the job contract bill raised by Service Provider every month duly certified by Administration department of the Institute on the basis of approved attendance cycle from for each month (starting from 1<sup>st</sup> day of month) and submission of other compliance.
- ii. Payment of act (as per Act) to employees on time (as intimated by the Administration department of the Institute)

#### **5. Performance Security -**

- i. To ensure due performance of the contract, Performance Security of Rs. 1,37,000/- (rupees one lakh thirty-seven thousand only).
- ii. Performance Security will be returned by the Institute within six months from end of entire contract. No interest would be paid on the amounts.
- iii. The Institute reserves the right to deduct appropriate amount from the security deposited in lieu of any unpaid statutory dues or any other dues. In case of pendency of any dispute related to non-payment/less payment of salary/noncompliance of statutory obligations by the manpower agency contractor which may results into financial liabilities for the Institute, in such cases the Institute reserves its right to withhold such Performance Security deposit for a period beyond six months after expiry / termination of the contract or otherwise the amount will be refunded without any interest.

#### **6. Liquidated Damages**

- i. A Liquidated Damages of Rs. 500/- per person will be levied on the Service Provider for short supplying of manpower.
- ii. If the employee/personnel are not found with proper photo identity card as stated in this agreement Liquidated Damages of Rs. 500/- per instance shall be deducted from Service Provider's bill.
- iii. If the employee/personnel are found missing from the place of duty, for any reason Liquidated Damages of Rs.500/- per instance shall be deducted from contractors' bill.

### **7. GENERAL TERMS & CONDITIONS**

#### **7.1 SERVICE PROVIDER'S OBLIGATIONS**



- i. Neither this Agreement, nor any right or obligation hereunder may be assigned, in whole, or in part, by the Service Provider without the prior permission of the Institute in writing.
- ii. Service Provider have expressly agreed that the labour/workmen/employees/personnel & manpower engaged by service provider being the Party of the Second Part would be for all purposes deemed to be employees of Service Provider. It will be the responsibility of Service Provider to ensure total compliance of all statutory requirements applicable to persons employed by them.
- iii. The sole responsibility of the performance of the sub-contractors rests with the Service Provider and the Service Provider shall be liable for any work done by its sub-contractors agents, employees or officials. However, the Institute reserves the right to claim damages and enforce rights on the sub-Service Provider solely or jointly with the Service Provider but such enforcement will not absolve the Service Provider from any liability.
- iv. The Institute should not be exposed to additional costs, due to reasons attributable by the Service Provider; such additional costs will be to the account of Service Provider at actual.
- v. The contracting Manpower Company/Firm/Agency/Contractor shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other manpower Company/Firm/Agency/Contractor without the prior written consent this Institute.
- vi. If the Service Provider fails to provide the Services in conformity with this Agreement, the Institute shall be at liberty to avail the Services from any other Service Provider at risk and cost of Service Provider.
- vii. The Service Provider shall not, during the term of the Agreement, accept work or enter into an Agreement or accept an obligation inconsistent or incompatible with the interest of the Institute.
- viii. The Service Provider shall ensure that its employees/personnel are trained, competent, physically and medically fit for the assignment and are also not suffering from any chronic or contagious disease.
- ix. The working days and wages of the security guards engaged through the Service Provider shall be as per the minimum wages rules fixed by the State Government as applicable from time to time.
- x. It is obligatory on the part of the agency to ensure that wages and overtime paid should not be less than the Minimum Wages fixed by the Government of West Bengal from time to time. The Institute reserves the right to fix the wages more



- than the Minimum Wages fixed by the state government. All relevant statutory requirements must be incorporated in the amount to be paid to each employee
- xi. Maintenance of Record/register/forms of all Employees including but not limited to attendance, salary/wages paid, deductions, provident fund, ESI, bonus, gratuity, Leaves allowed, unpaid wages etc.
  - xii. Service provider shall make the salary payment to the supplied manpower through bank account.
  - xiii. The successful bidder shall engage necessary security guards as required by this Institute from time to time. The said person employed by the contracting bidder shall be the employee of the contracting bidder and it shall be the duty of the contracting bidder to pay their salary/wages to the staff provided to the Institute in time i.e. before 5th of every month through cheque or ECS transfer only, it should not be linked with the payment of the Institute to the bidder and if the bidder is unable to make the payment within 5th of any month, a deduction of Rs. 500/- per person will be deducted from the bill for that month. The proof of such payment to be provided every month at the time of claiming the charges from the Institute.
  - xiv. Service Provider and /or its Employees/Personnel shall not use the name of the Institute in any manner whatsoever for credit arrangements or otherwise.
  - xv. Personally and exclusively supervise so as to ensure that the services rendered under the Agreement are carried out to the satisfaction of the Institute.
  - xvi. Service Provider and or its Employees/Personnel shall not do or cause to be done in or about the premises of the Institute anything whatsoever which in the opinion of the Institute may be or become a nuisance or annoyance or danger or which may adversely affect the property, reputation or interest of the Institute.
  - xvii. Service Provider shall furnish to the Institute, report/proof on PF/ESIC/GST and all other applicable statutory dues deposited by them to the concerned authority from time to time upon receipt of the directions from the Institute.
  - xviii. Compliance of such conditions as the Institute may direct from time to time.
  - xix. Non-compliance of any terms and conditions or breach of contract in any way will lead to forfeiture of security deposit.

## **8. ENTIRE AGREEMENT**

This Agreement and General Terms and Conditions and the terms and conditions of the tender ADMIN-SECURITY-24 dated 19/11/2024 constitute the entire Agreement between the Parties with respect to the subject matter hereof. It sets forth all intended rights and obligations and supersedes any and all previous Agreements and



understandings between them with respect to the subject matter hereof.

To be effective, any modification of the terms and conditions of this Agreement shall be in writing and signed by authorised representatives of both Parties.

Notwithstanding the date of execution of this Agreement, the Service Provider shall be liable for fulfilling its obligations under this Agreement within the time stated in this Agreement.

## **9. FORCE MAEJURE**

- i. If any time during the continuance of this Agreement the performance in whole or in part by either Party or any obligation under this Agreement shall be prevented or delayed by reason of governmental decision, war, hostilities, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemics, quarantine restrictions, or any other event beyond the reasonable control of the Party concerned (hereinafter referred to as "the eventuality"), then notice of such eventuality shall be given by the affected Party to the other within fifteen (15) days from the date of occurrence thereof.
- ii. If the performance in whole or part of any obligation under this Agreement is delayed by reason of any such eventuality for a period exceeding one (1) months, the parties shall meet and review in good faith the desirability and conditions of terminating this Agreement.

## **10. INDEMNIFICATION**

- i. The Service Provider shall indemnify the Institute from and against all actions, suits and proceedings by the third party for the acts/omissions of the Service Provider and all costs, charges, expenses, losses, damages, duties, taxes, penalties, levies, and all other liabilities which the Institute may be liable to pay, incur or sustain as a result of performance or non performance, observance or non observance by the Service Provider of any of the terms and conditions of this Agreement.
- ii. If the Service Provider fails to provide the Services in conformity with this Agreement, the Service Provider shall be liable to indemnify the Institute for all losses/ damages suffered by the Institute. The Institute shall be at liberty to hire/avail the Services from another Service Provider at risk and cost of Service Provider.
- iii. The Institute shall, without prejudice to its other rights be entitled to deduct/ adjust from any dues payable to the Service Provider or any security, all amount(s) which the Institute may be liable to pay, incur or



sustain as a result of the performance or non-performance, observance or non-observance of any of the terms of this Agreement by the Service Provider.

## **11. TERMINATION**

- i. This Agreement shall be terminated by the Institute without any prior notice and without any compensation under the following Circumstances:
- ii. Service Provider has becomes insolvent; or
- iii. Service Provider has been convicted of any crime which in the Institute's reasonable judgment is likely to adversely affect the goodwill of the Institute; or
- iv. Any failure by the Service Provider to comply with any of the provisions of the Agreement or any applicable laws; or
- v. Failure of Service Provider to deliver as per agreed time schedule; or Service Provider assigns the Agreement to any third party without the consent in writing of the Institute; or If any of the representations of the statements etc. made by the Service Provider in connection with this Agreement are incorrect or are found to be incorrect.
- vi. The termination by the Institute for reason stated above shall be without prejudice to other remedies that are available to the Institute under this Agreement and/or Law.
- vii. Notwithstanding anything contained in this Agreement, this Agreement can be terminated by the Institute without any compensation, for any reasons, whatsoever, by giving one months notice in writing to the Service Provider.

## **12. WAIVER OF RIGHTS**

No forbearance, delay or influence by the Institute in enforcing any of the provisions of this Agreement shall prejudice or restrict the rights of the Institute nor shall any waiver of its rights operate as a waiver of any subsequent breach and no rights, powers, remedies herein conferred upon or reserved for the Institute is exclusive of any other right, power or remedy available to the Institute and each right, power or remedy shall be cumulative. Any time concession or indulgence granted or shown by the Institute to the Service Provider as regards any of the terms of the Agreement will not prejudice the Institute's rights under this Agreement.

## **13. SEVERABILITY**

If any of the terms and conditions of this Agreement shall become unenforceable for any cause or reason whatsoever, the ensuing lack of



enforceability shall not affect the other provisions hereof, and in such event the parties hereto shall endeavour to substitute forthwith such other enforceable provision as will most closely correspond to the legal and economic contents of the said terms and conditions.

#### **14. NOTICES**

All notices under this Agreement shall be in writing and in English Language. All notices be served, either by hand delivery or by send by the same by registered post addressed to either party at the last known place of business or by facsimile and in providing the services of such notice, it shall be sufficient to show that the same has been received in person or property addressed by registered post.

#### **15. CONFIDENTIALITY**

All the Confidential information or data supplied by the Institute to the service provider or its employees/personnel in connection with the service being provided by service provider shall remain the property of the Institute. If the Confidential Information is disclosed by the service provider to an unauthorized third party, the service provider agrees to indemnify the Institute from and against the same.

#### **16. STATUTORY COMPLIANCES**

The Service Provider shall be solely liable for Statutory Compliance in respect of all applicable laws of land which interalia includes Central/State Labour laws and Regulations/Rules made there under including but not limited to Compliance of provisions of Contract Labour (Regulation and Abolition) Act, 1970, Employees Provident Funds and Miscellaneous Provisions Act, 1952, Minimum Wages Act, 1948, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, Payment of Wages Act, 1936, Workmen's Compensation Act, 1923, Interstate Migrant Workmen (regulation of Employment and Conditions of Service) Act, 1979, Maternity Benefit Act, 1961. The Service Provider shall be solely responsible for maintenance of records, Registers, Forms and filing of various forms/returns prescribed under all applicable Central/State Labour laws and Regulations/Rules made thereunder in respect of Workmen employed by it.

The Institute shall be entitled to deduct/adjust from amount payable to the Service Provider, any dues, wages, compensation on accident or death,





expenses incurred for benefits, provision for amenities and amounts paid or payable by the Institute in compliance with the applicable laws, in respect of workmen/employees/personnel of the Service Provider.

#### **17. RELATIONSHIP BETWEEN THE SERVICE PROVIDER AND THE INSTITUTE**

Nothing in the Agreement shall be construed to imply a joint venture, partnership, principal-agent relationship or co-employment or joint employment between the Institute and the Service Provider. The Service Provider, in furnishing services to the Institute hereunder, is acting independently on its own.

Personnel engaged/employed by a party shall be deemed employees of that party and will not for any purpose be considered employees or agents of the other party. Except as may otherwise be provided in this Agreement, each party shall be solely responsible for the supervision, daily direction, and control of its employees and payment of their salaries/wages, benefits, provision for amenities, compensation, disability benefits and the like.

#### **18. ARBITRATION & JURISDICTION**

In the event of any dispute arising out of the performance or the interpretation of this Agreement, the Parties hereby agree to make every effort to reach an amicable settlement.

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof shall be settled by reference of dispute to Sole Arbitrator to be appointed by the Secretary of the Institute. The Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The place of arbitration shall be CMA Bhawan, 12 Sudder Street, Kolkata. The language to be used in arbitral proceedings shall be English.

This Agreement shall be construed in accordance with and governed by the laws of India. The parties hereby expressly submit themselves to exclusive jurisdiction of the courts in Kolkata, India.

**IN WITNESS WHEREOF** the Parties hereto have duly executed this Agreement on the day written below:

#### **SIGNED SEALED AND DELIVERED**

at Kolkata by **The Institute of Cost Accountant of India**

the First Part through its Secretary



..... in the presence of:

1.

2.

**SIGNED SEALED AND DELIVERED**

at Kolkata by the Company the Second Part through its

1.

2.



### **Annexure 3**

### **FINANCIAL BID**

(To be sealed in separate envelope super-scribed with "Financial Bid for Manpower Agency for Security Services to be deployed by the Institute in various locations in West Bengal")

Name of the Bidder: \_\_\_\_\_

<b>Sl. No.</b>	<b>Particulars</b>	<b>Percent (%)</b>
1	Agency Service Charges (on CTC) for per person / per month	

**Important notes :**

- 1. Wages/EPF/ESI Bonus will be allowed to modify time to time as per circulations of Government of West Bengal.**
- 2. Taxes as applicable will be extra**

Seal of the organisation

Signature :

Name :

Designation :

Date :