



**THE INSTITUTE OF COST ACCOUNTANTS OF INDIA**  
(Statutory Body Under an Act of Parliament)  
**CMA BHAWAN, 12, SUDDER STREET, KOLKATA – 700 016**



**TENDER NOTICE**

**TENDER/HR/MANPOWER/2024**

**4<sup>th</sup> September, 2024**

**Manpower Service Provider / Firm / Agency / Contractor for Supply of Manpower**

**PAN India Basis.**

The Institute of Cost Accountants of India (herein after called Institute) intends to engage one agency having capacity and proven track record to provide suitable manpower services 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	Manpower Supply PAN India
2.	Date of Announcement of Tender	04.09.2024
3.	Last date for submission of Tender	24.09.2024 3.00 pm
4.	EMD Amount	Rs. 4,90,000/-
5.	Performance Security deposit.	Rs. 12,25,000/- (To be submitted on the award of contract)
6.	Address of Submission	Tender Box (Labelled as “Advertised Tender Enquiry”, 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 <b><u>TENDER/HR/MANPOWER/2024</u></b>
8.	Contact Person	CMA Anil Bhujra, Senior Officer - HR Email id: - <a href="mailto:hr.sol@icmai.in">hr.sol@icmai.in</a> , Landline: 033 – 40364737, Monday to Friday during office hours.

➤ **IMPORTANT NOTES:**

- Unless the context otherwise requires, the term ‘Institute’ or ‘ICMAI’ wherever used in this document, shall mean ‘The Institute of Cost Accountants of India’.
- Intending applicants are required to submit their full bio-data giving details about



their organization, experience, technical personnel in their organization, spare capacity, proven competence to handle major works, etc. in the enclosed Formats.

- Applications containing false and/or incomplete information are liable for rejection. The Institute shall obtain the Confidential Reports from the clients of the applicants and inspect the works to verify the various details and the credentials.
- Decision of the Institute in regard to selection of the panel of contractors shall be final. The Institute is not bound to assign any reasons therefore.

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## **1. THE AGENCIES SHOULD PROVIDE / SCOPE OF WORK / RESPONSIBILITY OF AGENCY:**

- 1.1. Supply of manpower PAN India basis.
- 1.2. The contracting Manpower Company/Firm/Agency/Contractor shall engage necessary manpower as required by this Institute from time to time.
- 1.3. The said person employed by the contracting agency shall be the employee of the contracting agency and it shall be the duty of the contracting agency 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 ECS transfer only. The proof of such payment to be provided every month at the time of claiming the charges from the Institute.
- 1.4. Payment of bonus to employee, as per minimum wages of respective states, on time.
- 1.5. To provide Bio-data of each person deployed by them in format prescribed by this office.
- 1.6. Issuance of the letter of deployment, identity cards, pay-slip, experience certificate etc. to every deployed manpower and a copy of same shall be submitted to the Institute.
- 1.7. To open the Bank Accounts of the deployed Manpower working under the contractor / Agency; Payment to deployed personnel should be made through Bank only. No cash payment will be allowed.
- 1.8. The agency shall be liable for due observation and implementation for the statutory conditions / requirements of labour laws as applicable to workman, during the contract period and the contracting agency shall issue monthly pay slip indicating the gross wages & deductions made from the gross wages, to all the workmen/workwomen provided to the Institute
- 1.9. To arrange a substitute within 5 working days in the event of any person leaving the job or taking long leave due to his/her personal reasons.
- 1.10. To provide the electronic challan cum return (ECR) in respect to wages, EPF, EPS etc. For each manpower along with the bill every month in hard copies.
- 1.11. To maintain register of personnel employed, employment card, muster roll, wage register, deduction register etc. To send a copy of bank advice, sent to bank for payment of deployed person monthly.
- 1.12. The contracting Manpower Company/Firm/Agency/Contractor shall ensure that the manpower deployed in the Institute conforms to the technical specifications of age, qualification, medical fitness, language skills, conduct, antecedents
- 1.13. It will be the responsibility of the contractor that the bank account of the deployed persons will be credited within 3 days from sending the bank advice to the bank.



- 1.14. To arrange any extra deployment as and when required for any amount of time within the contract period.
  - 1.15. To arrange a substitute within 5 working days in the event of any person leaving the job or taking long leave due to his/her personal reasons.
  - 1.16. Any other work related to but not specifically mentioned above, required for completion of the job as per the intent and scope of work
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## **2. PROVIDENT FUND:**

- 2.1. The Agency shall allot PF account number, UAN number and get the nomination form, duly filled in, from each deployed Manpower by him at the time of deployment (engagement).
  - 2.2. In case the person already has PF account number, allotted to him, previously, then transfer of PF account with balance will be sole responsibility of the contractor
  - 2.3. The agency shall provide due assistance to the deployed personnel for all PF related matter such as withdrawal, loan, transfer, etc., but only in the purview of PF Act, Rules and Regulations.
  - 2.4. The EPF contribution in respect of any employee shall be deposited on or before 15<sup>th</sup> day of the following month in which the wages fall due or as and when amended.
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## **3. EMPLOYEES STATE INSURANCE:**

- 3.1. Allotment of ESI account, filling of nomination form and registration of self/family are the sole responsibility of the contractor.
  - 3.2. The agency shall facilitate collection of ESI cards for the insured persons.
  - 3.3. The ESI contribution in respect of each employee (deployed personnel) shall be deposited on or before 15<sup>th</sup> day of the following month in which the wages fall due or as and when amended.
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## **4. BONUS:**

- 4.1. The agency shall be liable to pay statutory bonus to all deployed persons, as per the minimum wages act of their respective states and under the Payment of Bonus Act.
  - 4.2. Proportionate amount of the Bonus as per Bonus Act will be claimed by the bidder every month along with the bill and same shall be released only upon receipt of release order through mail or hard copy from the Institute.
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## **5. ELIGIBILITY CRITERIA:**

- 5.1. Bidder must have an annual average turnover of at least Rs. 20 crores in any last three financial years (2022-23 / 2021-22 / 2020-21). Certification, certified by Chartered Accountant is to be produced.



- 5.2. Total experience more than 12 years.
  - 5.3. The applicant should not have been blacklisted by any government/government agency during its entire period of existence. Self-certification in this regard must be submitted.
  - 5.4. Should have work Experience with at least 5 Central / State Govt. / PSUs / Autonomous Body / Statutory Body in the last 5 years
    - 5.4.1. Must have a branch office (by whatever name called) in/ around Kolkata having capacity of 5 manpower (on direct payroll); Property tax/Electricity bill/Rent Agreement/ECR - ESIC must be submitted. The details of the head office with the manpower strength should be submitted by the company.
    - 5.4.2. The Service provider should have all valid statutory registrations like
      - Registration with EPF, registration with ESI.
      - Registration under Contract Labour (regulation & abolition) act 1970 and rules.
      - Registration of GST number.
      - Registration under P. Tax
      - PAN Number
      - Incorporation certificate.
      - EMD exemption certificate, if exempted
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## **6. INSTRUCTION TO THE BIDDERS:**

- 6.1. Canvassing in connection with the tender is strictly prohibited and the tender of anyone resorting to canvassing shall be liable for rejection on that ground alone.
- 6.2. Any arithmetical error i.e. discrepancy between unit price and in total, error in total corresponding to the addition or subtraction of subtotals, discrepancy between words and figures shall be corrected by examining committee.
- 6.3. Bidders shall bear all costs associated with the preparation and submission of its bid.
- 6.4. The Institute may waive any minor informality or no-conformity or irregularity in a Bid, which does not constitute a material deviation. The decision of the Institute with regards to the deviation being material or not shall be final and binding.
- 6.5. The agency will be bound by the details furnished by it to the Institute, while submitting the tender or at subsequent stage. In case, any of 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.
- 6.6. 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.
- 6.7. 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. EOIs submitted without EMD will be summarily rejected.
- 6.8. Financial bids of only those agencies that are technically qualified shall be evaluated.

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## **7. GENERAL TERMS AND CONDITIONS:**

- 7.1. The deployed manpower may be the employee / contractual employee of the bidder firm but they cannot be employee of The Institute of Cost Accountants of India.
- 7.2. For all intents and purpose the service providing agency shall be the “Employer” within the meaning of different Manpower Legislations in respect of the manpower employed and deployed in this office. The persons deployed by the contractor in the office shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the Institute.
- 7.3. The person deployed by the service providing agency shall not have any claim or be entitled to pay, perks and other facilities admissible to ad-hoc, regular/confirmed employees of this office during the occurrence or after expiry of the contract.
- 7.4. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency will not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/any other capacity in the office.
- 7.5. The Manpower deployed by the Agency should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Institute. The Bidder /Agency shall be responsible for any act of indiscipline on the part of the Manpower deployed by the Agency.
- 7.6. The manpower deployed by the Manpower Company/Firm/Agency/Contractor shall require to work normally as per the working days of the respective regions and chapters.
- 7.7. In case, the person employed by the contractor commits any act of omission/commission that amounts to misconduct/indiscipline/ incompetence, the contractor shall be liable to take appropriate disciplinary action against such persons, including their removal from the site of work.
- 7.8. The Contractor shall replace immediately any of its personnel found unacceptable to this office because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from this office.
- 7.9. It is mandatory for the successful bidder to maintain the secrecy/confidentiality of the documents to be printed. Violation of secrecy directions shall lead to criminal / civil legal action as applicable.
- 7.10. It will be responsibility of the successful bidder to make sure that the personnel appointed by the service provider shall not accept or give any gratuitous payments, gifts or rewards in any form whatsoever.
- 7.11. It will be responsibility of the successful bidder to make sure that the personnel appointed by the service provider shall neither avail nor request for any of the facilities provided to the Institute’s employees.
- 7.12. This office shall not be responsible for any damages, losses. Claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- 7.13. The Service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. The office shall, in no way be responsible for settlement of such issues whatsoever.



- 7.14. The agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other company/firm/agency/contractor without the prior written consent of this Institute.
- 7.15. The agency shall neither deploy nor withdraw any Manpower at any time without knowledge of the Institute. In case of withdrawal / leaving of any deployed person due to resignation / termination / death or any other reason whatsoever the same needs to be substituted as per eligibility criteria. The Bidder / Agency shall provide a substitute well in advance if there occurs any probability of the Manpower leaving the job due to his own personal reasons.
- 7.16. On award of contract, the agency will be responsible to response every query of the Institute on time, failing which will lead to termination of contract and forfeiture of Performance Security.
- 7.17. On the expiry of the agreement as mentioned above, the service provider will clear all the contract workers 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 failing which lead to forfeiture of "Performance Security"
- 7.18. Institute reserves the right to modify the quantity included in the requirements at any time after acceptance of tender without a notice. The bidders shall have no claim to any payment of compensation. Institute reserves the right to extend the last date for receipt of bids at its own discretion.
- 7.19. Any additional manpower 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.
- 7.20. Any additional manpower requisitioned shall be supplied within 48 hours from the date of requisition.
- 7.21. 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 respective State Government. This fixed CTC includes all expenses incurred for each person deployed under specific job category which will be inclusive of all statutory charges.
- 7.22. It is obligatory on the part of the agency to ensure that wages paid and overtime paid should not be less than the Minimum Wages fixed by the Government of respective 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 employee.
- 7.23. The Institute may, for any reason whether at its own initiative or in response to the clarification requested by the prospective bidder, issue amendment in the form of addendum during the bidding period and subsequent to receiving the bids. Any addendum thus issued shall become part of bidding document and bidder shall submit the addendum duly signed and stamped in token of his acceptance.
- 7.24. Institute reserves the right to repudiate the contract and entrust the work to any other third party in the event of breach of terms and conditions of this agreement or in the event of unsatisfactory performance observed by the Institute; such case/s will lead to forfeiture of Security Deposit.
- 7.25. 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.



- 7.26. Tenders incorporating additional conditions are liable to be rejected.
- 7.27. The quoted rates of offer quoted through tender will be valid for a period of 120 days.
- 7.28. Agencies or Organizations who have been rejected earlier by the Institute for unsatisfactory performance at this site, need not apply.
- 7.29. 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. EOIs submitted without EMD will be summarily rejected.
- 7.30. If a firm quotes nil charges/consideration/abnormal charges, the bid shall be treated as unresponsive and will be rejected without assigning any reasons thereof.
- 7.31. The participating bidder has to submit this tender document signed and sealed on each page, together with Technical Bid, as acceptance of the terms and conditions mentioned herein.
- 7.32. The order will be placed for the best interest of the Institute.

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## **8. EMD & PERFORMANCE SECURITY :**

- 8.1. Submission of Earnest Money Deposit (EMD) of Rs. 4,90,000/- (Rupees four lakhs ninety thousand only) 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. The bidders who are 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.
- 8.2. 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 –
  - 8.2.1. Performance Security – to ensure due performance of the contract, Performance Security of Rs. 12,25,000/- (Rupees twelve lakhs twenty five thousand only) to be paid by the successful bidder to whom the contract will be awarded. The bidder, if has deposited EMD, will deposit a sum of Rs. 7,35,000 (Rupees seven lakhs thirty five thousand only) as deposited EMD will be converted in Performance Security and total deposit will be Rs. 12,25,000/- (Rupees twelve lakhs twenty five thousand only). Performance Security may be furnished in the form of an account payee demand draft or online payment. The Performance security is required to be submitted within 15 days from the award of contract, failing which the Institute reserves its right to cancel the work order.
  - 8.2.2. Performance Security should remain valid for sixty (60) days from the date of completion of the contract. No interest would be paid on the amounts.
  - 8.2.3. 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.

8.3. Successful bidder may also deposit the performance security in a mode of Bank Guarantee under the below clause –

- 8.3.1. The EMD submitted by the successful bidder will be returned without interest after the award of the contract.
- 8.3.2. Within fifteen (15) days of the award of work, the successful bidder shall furnish to the Institute, the Performance Bank Guarantee from any Indian Nationalized / Scheduled Bank / Indian branch of an International Bank acceptable to the Institute for an amount of Rs.12,25,000/- (Rupees twelve lakhs twenty five thousand only). The successful bidder shall maintain the Performance Bank Guarantee at its own expense, and shall ensure it shall remain valid for a period of not less than 60 (sixty) days after the expiry of the contract. If the contract will be extended for another year, the Performance Bank Guarantee will also be extended for such period. The successful bidder will be required to renew the bank guarantee in such extension cases, if any. If the performance Bank Guarantee is not submitted with the stipulated time, the Institute reserves its right to cancel the work order.
- 8.3.3. If the Performance Bank Guarantee is or becomes invalid for any reason (other than its expiry) the successful bidder shall immediately notify the Institute and obtain within 7 (seven) days a replacement Performance Bank Guarantee.
- 8.3.4. If the successful bidder fails to provide, maintain or renew the Performance Bank Guarantee in accordance with the contract then the Employer may, without prejudice to any other rights, terminate the contract forthwith.
- 8.3.5. In the event the Performance Bank Guarantee is invoked either partially or fully, the same shall be recouped by the successful bidder promptly, within 7 (seven) days of such invocation, failing to which, the contract shall stand terminated.

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9. **PAYMENT OF WAGES TO DEPLOYED MANPOWER :**

- 9.1. Salary and pay fixation will be done by the Institute though it will be the responsibility of contractor to ensure that no one will be paid below the minimum wages of its respective state; any fixation below than minimum wages as prescribed by their respective state and all relevant statutory requirements are incorporated in the amount to be paid to each employee
- 9.2. The contracting agency to pay their salary/wages to the staff provided to the Institute in time i.e. before 5th of every month through ECS transfer only. The proof of such payment to be provided every month at the time of claiming the charges from the Institute.
- 9.3. Payment of wages to the deployed personnel by the agency is no way linked with the release of pending bills of the contractor/ agency by the Institute.
- 9.4. Contractor shall be capable to pay monthly wages at least to 3 months from his own resources in case of delay in payment by Institute due to unavoidable circumstances.
- 9.5. The Institute will provide the monthly attendance details of deployed manpower to



prepare a bill by contractor. On the basis of bill, contractor shall pay the wages, ESI and EPF to each employee. After transferring the monthly wages, EPF and ESI to his deployed manpower, contractor shall submit the bill to the Institute with pay bill, EPF and ESI Details

- 9.6. 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.
- 9.7. Pay-slip shall be provided to deployed manpower and pay statement shall be submitted to the Institute every month.
- 9.8. Service charges on CTC & Bonus (as per clause 4.) to be paid to successful vendor and the same shall be entered by vendor in the financial bid. Successful vendor shall submit the receipts of payment paid to employees every succeeding months. All statutory payments such as E.P.F., E.S.I., L.W.F. shall be paid by vendor and paid receipts be submitted to the Institute with monthly bills, otherwise bill shall not be considered for payment.
- 9.9. No additional charge except above para "9.8" should be imposed either to the Institute or to the deployed workforce.

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## **10. COMPLIANCE OF LAWS AND STATUTORY PAYMENTS:**

- 10.1. Contractor shall comply with all the statutory requirements as are applicable from time to time and shall be solely responsible for fulfillment of all legal obligations under various statutes including Contract Labour Act 1970, Minimum Wages Act, and Workmen Compensation Act EPF, ESI & Miscellaneous Provisions Act, GST, P Tax, etc.
- 10.2. The Agency shall keep the Institute indemnified against any dues / compensation or any other liability of any nature whatsoever due to non-fulfillment of any of the statutory provision under any statute / bye-laws / notification etc. The Institute shall have full right to recover any claim and liabilities incurred towards payment of any dues, compensation or cost from contractor and deduct it from his outstanding subsequent bills/security deposit.
- 10.3. The contractor shall be liable for any issues arising in relation to EPF, ESI and shall deal with it taking responsibility of the related procedures.
- 10.4. The contractor shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by him to the office to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- 10.5. The contractor / Agency shall furnish the records / documents / ECR & transaction ID in respect of Statutory Deposits against each Manpower to the Officer concerned of the Institute as and when required, failing which the Management has every rights to terminate the contract with one-month notice to that effect.
- 10.6. The Agency shall maintain all relevant registers in the respective premises of the Institute which may have to be presented for inspection by the concerned Labour welfare Authorities. The agency shall also put up a notice board displaying the minimum wages prescribed by the Government from time to time.
- 10.7. Institute may ask the documentary evidence in respect of payment of statutory



liabilities as and when required to be furnished.

- 10.8. In case, the agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the office is put to any loss/obligation, monetary or otherwise, the office will be entitled to get itself reimbursed out of the outstanding bills or the Security deposit cum Performance guarantee of the agency, to the extent of the loss or obligation in monetary terms.
- 10.9. Any license required for the services from any authority shall be obtained by the contractor.

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## 11. **MODE OF PAYMENT:**

- 11.1. No payment shall be made in advance; all payments shall be made on submission of bills.
- 11.2. Taxes as applicable will be extra.
- 11.3. The Institute shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding / succeeding para.
- 11.4. Tax Deduction at Source (TDS) if any will be deducted from the bill.
- 11.5. The payment will be made in electronic mode only within 45 days of submission of bills.

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## 12. **PERIOD OF CONTRACT:**

- 12.1. **The period of contract shall be initially for two years and may be extended for another three years subject to stipulated performance observed by the Institute.**
- 12.2. The contract may be curtailed or terminated by the Institute owing to deficiency of service, substandard quality of manpower deployed, breach of contract, reduction or cessation of the requirement of service. The contract shall continue to be in force in the same manner, unless terminated in writing.
- 12.3. The service charges quoted on per employee/per month basis by the contractor shall be fixed for entire period of contract (**i.e. as per the above point 11.1**) and no request for any change/modification shall be entertained.
- 12.4. The agency shall deploy its resources immediately after the contract is signed.
- 12.5. The agreement can be terminated by either party giving three (3) months' notice in advance failing which lead to forfeiture of "Performance Security".

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

- 13.1. 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. In such cases Performance Security will be forfeited.

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#### **14. SETTLEMENT OF DISPUTE:**

- 14.1. 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 agency and The Institute of Cost Accountants of India.
- 14.2. 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.

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#### **15. PENALTY CLAUSE:**

In the event of Contractor failing to execute the work at any time to the full satisfaction of the Institute, the Competent Authority reserves the right to cancel the contract or withhold the payment due to agency in part or full and to forfeit the Performance Security -

- Fails to provide service in conformity with the contract document, or
- Fails to carry out work in accordance with the schedule of services, or
- Suspends the work without authority from Institute or
- Commits or suffers or permits any breach or observes or persists in any of the above mentioned breaches of the contract, after notice in writing to the Agent by Institute requiring such breach to be remedied or if the Agent abandons the work.
- In the event of any deficiency in the service rendered by the Service Provider, any time during the currency of the engagement, The Institute shall impose a suitable penalty which may be recovered from the bill/s of the Service Provider. The decision of The Institute shall be binding on the Service Provider.
- Institute reserves the right to forfeit the Performance Security as well as impose such monetary penalty as it may feel reasonable in case the agency fails to deliver as per the scope of work.

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#### **16. INPUT TAX CREDIT:**

- In case GST credit is delayed/ denied to Institute for any other reason not attributable to the Institute shall be recoverable from vendor along with interest & penalty.
- In case Institute will not be able to avail the tax credit due to discrepancy in the data uploaded or any incomplete work/ service will notify the agency and agency will be liable to rectify the same.
- Penalty amount so determined along with GST if applicable thereon shall be recovered from the agency.

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#### **17. TERMINATION CLAUSE:**



The Institute reserves its right to terminate the contract for any reason at its absolute discretion including but not limited to the following:

- If the tenderer is adjudicated insolvent by a Competent Court or files for insolvency or if the Tenderer being a company is ordered to be wound up by a Court of Competent Jurisdiction
- Tenderer commits any breach of the terms of this contract/ tender document
- The tenderer is involved in wrongful billing
- In the event of unsatisfactory service
- If the information furnished in the Technical Offer is found to be incorrect.
- The decision of the Institute in terminating the contract will be final and binding on the tenderer.

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## **18. SUBMISSION OF BIDS**

1. The bid shall be submitted in two separate sealed envelopes, namely Technical Bid and Financial Bid.
  - a. Technical Bid in separate sealed envelope should be super-scribed with “Technical Bid – Manpower PAN India”.
  - b. Financial Bid in separate sealed envelope should be super-scribed with “Financial Bid – Manpower PAN India”.
  - c. Information Sheet 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 Manpower Service Provider for Supply of Manpower PAN India Basis”.

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## **CONDITIONS & CRITERIA FOR EVALUATION:**

- **Financial bids of only those agencies that are technically qualified shall be evaluated.**
- 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.
- 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 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)**



<b>Evaluation criteria</b>		
<b>Attributes</b>	<b>Points</b>	<b>Score</b>
Total Experience	Minimum 12 years – 30 points	30
	For Every additional year - 2 up to 10 points	10
Work Experience with Central / State Govt. / PSUs / Autonomous Body / Statutory Body in the last 5 years	Minimum 5 entities – 5 points	5
	For Every additional entity - 1 up to 5 points	5
Turnover in the last three years (2020-21 / 2021-22 / 2022-23)	Minimum Annual Average Rs. 20 crore – 20 points	20
	For Every additional Rs. 1 Crore - 2 up to 10 points	10
Full-fledged office in Kolkata with at least 5 numbers of manpower on payroll (ECR of PF may be submitted)	Minimum - 10 points	10
	For every additional manpower – 2 up to 10 points	10
<b>Maximum Score</b>		<b>100</b>



## **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 and Works 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. THE SERVICE PROVIDER SHOULD PROVIDE / SCOPE OF WORK /**



## **RESPONSIBILITY OF SERVICE PROVIDER :**

### **1.1 SCOPE OF WORK OF SERVICE PROVIDER :**

- a. Supply of manpower PAN India basis.
- b. The Service provider shall engage necessary manpower as required by this Institute from time to time.
- c. The said person employed by the Service Provider shall be the employee of the contracting agency and it shall be the duty of the contracting agency 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 ECS transfer only. The proof of such payment to be provided every month at the time of claiming the charges from the Institute.
- d. Payment of bonus to employee, as per minimum wages of respective states, on time.
- e. To provide Bio-data of each person deployed by them in format prescribed by this office.
- f. Issuance of the letter of deployment, identity cards, pay-slip, experience certificate etc. to every deployed manpower and a copy of same shall be submitted to the Institute.
- g. To open the Bank Accounts of the deployed Manpower working under the contractor / Agency; Payment to deployed personnel should be made through Bank only. No cash payment will be allowed.
- h. The Service Provider shall be liable for due observation and implementation for the statutory conditions / requirements of labour laws as applicable to workman, during the contract period and the Service Provider shall issue monthly pay slip indicating the gross wages & deductions made from the gross wages, to all the workmen/workwomen provided to the Institute
- i. To provide the electronic challan cum return (ECR) in respect to wages, EPF, EPS etc. For each manpower along with the bill every month in hard copies.
- j. To maintain register of personnel employed, employment card, muster roll, wage register, deduction register etc. To send a copy of bank advice, sent to bank for payment of deployed person monthly.
- k. The Service Provider shall ensure that the manpower deployed in the Institute conforms to the technical specifications of age, qualification, medical fitness, language skills, conduct, antecedents
- l. It will be the responsibility of the contractor that the bank account of the deployed persons will be credited within 3 days from sending the bank advice to the bank.
- m. To arrange any extra deployment as and when required for any amount of time within the contract period.
- n. To arrange a substitute within 5 working days in the event of any person leaving the job or taking long leave due to his/her personal reasons.
- o. Any other work related to but not specifically mentioned above, required for completion of the job as per the intent and scope of work.

### **1.2. PROVIDENT FUND & EMPLOYEES STATE INSURANCE:**

18.1. The Service Provider shall allot PF account number, UAN number and get the nomination form, duly filled in, from each deployed Manpower





- by him at the time of deployment (engagement).
- 18.2. In case the person already has PF account number, allotted to him, previously, then transfer of PF account with balance will be sole responsibility of the Service Provider.
  - 18.3. The Service Provider shall provide due assistance to the deployed personnel for all PF related matter such as withdrawal, loan, transfer, etc., but only in the purview of PF Act, Rules and Regulations.
  - 18.4. The EPF contribution in respect of any employee shall be deposited on or before 15<sup>th</sup> day of the following month in which the wages fall due or as and when amended.
  - 18.5. Allotment of ESI account, filling of nomination form and registration of self/family are the sole responsibility of the contractor.
  - 18.6. The Service Provider shall facilitate collection of ESI cards for the insured persons.
  - 18.7. The ESI contribution in respect of each employee (deployed personnel) shall be deposited on or before 15th day of the following month in which the wages fall due or as and when amended.
  - 18.8. The Service Provider shall be liable for any issues arising in relation to EPF, ESI and shall deal with it taking responsibility of the related procedures.
  - 18.9. The Service Provider shall furnish the records / documents / ECR & transaction ID in respect of Statutory Deposits against each Manpower to the Officer concerned of the Institute as and when required, failing which the Management has every rights to terminate the contract with one-month notice to that effect.

### **1.3. BONUS:**

- a. The Service Provider shall be liable to pay statutory bonus to all deployed persons, as per the minimum wages act of their respective states and under the Payment of Bonus Act.
- b. Proportionate amount of the Bonus as per Bonus Act will be claimed by the Service Provider every month along with the bill and same shall be released only upon receipt of release order through mail or hard copy from the Institute.

### **2. PERIOD OF CONTRACT**

- a. The Agreement shall be valid for a period of two 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.
- b. The Contract may be extended on the same terms and conditions, for further period of three years or such duration decided by this Institute, subject to the performance of the service provider.
- c. 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.



- d. 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.

**3. CHARGES, PAYMENT TERMS & MODE :**

- a. 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:

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

- b. 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.
- c. Whenever there is a revision of minimum rate of wages in scheduled employment as per the Minimum Wages Act 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.
- d. The above cost is exclusive of statutory payments and other applicable taxes.
- e. 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 3.a. of this agreement @                      % on the cost of CTC for the employees of service provider.
- f. The Agency service charges shall be fixed for entire period of contract and no request for any change/modification shall be entertained.
- g. Payment of wages to the deployed personnel by the Service Provider shall be no way linked with the release of pending bills of the contractor/ agency by the Institute.
- h. The Service Provider shall be capable to pay monthly wages at least to 3 months from his own resources in case of delay in payment by Institute due to unavoidable circumstances.
- i. The Institute will provide the monthly attendance details of deployed manpower to prepare a bill by the Service Provider. On the basis of bill, contractor shall pay the wages, ESI and EPF to each employee. After transferring the monthly wages, EPF and ESI to his deployed manpower, contractor shall submit the bill to the Institute with pay bill, EPF and ESI Details
- j. 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 service provider and the service provider has the obligation to fulfill the requirement of the Institute.



- k. Pay-slip shall be provided to deployed manpower and pay statement shall be submitted to the Institute every month.
- l. Service charges on CTC & Bonus (as per clause 4.) to be paid to successful vendor and the same shall be entered by vendor in the financial bid. Service Provider shall submit the receipts of payment paid to employees every succeeding months. All statutory payments such as E.P.F., E.S.I., L.W.F. shall be paid by vendor and paid receipts be submitted to the Institute with monthly bills, otherwise bill shall not be considered for payment.
- m. No additional charge except above para “g” should be imposed either to the Institute or to the deployed workforce.
- n. Subject to Compliance with terms and conditions of this Agreement, the Institute will pay to the Service Provider within 30-45 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.
- o. Payment of act (as per Act) to employees on time (as intimated by the Administration department of the Institute)
- p. No payment shall be made in advance; all payments shall be made on submission of bills.
- q. Taxes as applicable will be extra.
- r. The Institute shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding / succeeding para.
- s. Tax Deduction at Source (TDS) if any will be deducted from the bill.

**4. INPUT TAX CREDIT:**

- a. In case GST credit is delayed/ denied to Institute for any other reason not attributable to the Institute shall be recoverable from the Service Provider along with interest & penalty.
- b. In case Institute will not be able to avail the tax credit due to discrepancy in the data uploaded or any incomplete work/ service will notify the service provider and the service provider will be liable to rectify the same.
- c. Penalty amount so determined along with GST if applicable thereon shall be recovered from the service provider.

**5. PERFORMANCE SECURITY-**

- a. To ensure due performance of the contract, Performance Security of Rs. 12,25,000/- (Rupees twelve lakhs twenty five thousand only).
- b. Performance Security should remain valid for sixty (60) days from the date of expiry of the 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 Service Provider 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**

- a. A Liquidated Damages of Rs. 500/- per person will be levied on the Service Provider for short supplying of manpower.
- b. 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.
- c. 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 service provider's bill.

**7. GENERAL TERMS & CONDITIONS & SERVICE PROVIDER'S OBLIGATIONS:**

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. The working days and wages of the deployed persons through the Service Provider shall be as per the minimum wages rules fixed by the State Government as applicable from time to time.
- j. 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 State Government 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.
- k. Salary and pay fixation will be done by the Institute though it will be the responsibility of contractor to ensure that no one will be paid below the minimum wages of its respective state; any fixation below than minimum wages as prescribed by their respective state and all relevant statutory requirements are incorporated in the amount to be paid to each employee.
  - l. 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.
  - m. The Service Provider shall maintain all relevant registers in the respective premises of the Institute which may have to be presented for inspection by the concerned Labour welfare Authorities. The agency shall also put up a notice board displaying the minimum wages prescribed by the Government from time to time
  - n. Service provider shall make the salary payment to the supplied manpower through bank account.
  - o. Payment of Wages shall be through NEFT/RTGS before 5<sup>th</sup> of every month (e.g. salary for the month of January must be paid by 5<sup>th</sup> February) and shall not be lined to the payment of the Institute and the receipt of payment is to be collected from the employees by the service provider.
  - p. The contracting agency 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 ECS transfer only. The proof of such payment to be provided every month at the time of claiming the charges from the Institute.
  - q. Service Provider and /or its Employees/Personnel shall not use the name of the Institute in any manner whatsoever for credit arrangements or otherwise.
  - r. Personally and exclusively supervise so as to ensure that the services rendered under the Agreement are carried out to the satisfaction of the Institute.
  - s. 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.
  - t. 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.
  - u. The deployed manpower may be the employee / contractual employee of the Service Provider but they cannot be employee of The Institute of Cost Accountants of India.
  - v. For all intents and purpose the Service Provider shall be the “Employer” within the meaning of different Manpower Legislations in respect of the manpower employed and deployed in this office. The persons deployed by the contractor in the office shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the Institute.
  - w. The person deployed by the Service Provider shall not have any claim or be entitled to pay, perks and other facilities admissible to ad-hoc,





- regular/confirmed employees of this office during the occurrence or after expiry of the contract.
- x. In case of termination of this contract on its expiry or otherwise, the persons deployed by the Service Provider will not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/any other capacity in the office.
  - y. The Manpower deployed by the Service Provider should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Institute. The Service Provider shall be responsible for any act of indiscipline on the part of the Manpower deployed by the Service Provider.
  - z. The manpower deployed by the Service Provider shall require to work normally as per the working days of the HQ, Delhi Office, respective regions and chapters.
  - aa. In case, the person employed by the Service Provider commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the contractor shall be liable to take appropriate disciplinary action against such persons, including their removal from the site of work.
  - ab. The Service Provider shall replace immediately any of its personnel found unacceptable to this office because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from this office.
  - ac. It is mandatory for the Service Provider to maintain the secrecy/confidentiality of the documents to be printed. Violation of secrecy directions shall lead to criminal / civil legal action as applicable.
  - ad. It will be responsibility of the Service Provider to make sure that the personnel appointed by the service provider shall not accept or give any gratuitous payments, gifts or rewards in any form whatsoever.
  - ae. It will be responsibility of the Service Provider to make sure that the personnel appointed by the service provider shall neither avail nor request for any of the facilities provided to the Institute's employees.
  - af. This office shall not be responsible for any damages, losses. Claims, financial or other injury to any person deployed by Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
  - ag. The Service Provider shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. The office shall, in no way be responsible for settlement of such issues whatsoever.
  - ah. The Service Provider shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other company/firm/agency/contractor without the prior written consent of this Institute.
  - ai. The Service Provider shall neither deploy nor withdraw any Manpower at any time without knowledge of the Institute. In case of withdrawal / leaving of any deployed person due to resignation / termination / death or any other reason whatsoever the same needs to be substituted as per eligibility criteria. The Bidder / Agency shall provide a substitute well in advance if there occurs any probability of the Manpower leaving the job due to his own personal reasons.
  - aj. The Service Provider will be responsible to response every query of the Institute on time, failing which will lead to termination of contract and forfeiture of Performance Security.



- ak. On the expiry of the agreement, the service provider will clear all the contract workers 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 failing which lead to forfeiture of "Performance Security"
- al. Institute reserves the right to repudiate the contract and entrust the work to any other third party in the event of breach of terms and conditions of this agreement or in the event of unsatisfactory performance observed by the Institute; such case/s will lead to forfeiture of Performance Security.
- am. Compliance of such conditions as the Institute may direct from time to time.
- an. 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 **TENDER/HR/MANPOWER/2024** dated 04.09.2024 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**

- a. 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.
- b. 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**

- a. 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.
- b. The Service Provider shall keep the Institute indemnified against any dues / compensation or any other liability of any nature whatsoever due to non-fulfillment of any of the statutory provision under any statute / bye-laws / notification etc. The Institute shall have full right to recover any claim and liabilities incurred towards payment of any dues, compensation or cost from contractor and deduct it from his outstanding subsequent bills/security deposit.
  - c. 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.
  - d. 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**

- a. This Agreement shall be terminated by the Institute without any prior notice and without any compensation under the following Circumstances:
- b. Service Provider has becomes insolvent; or
- c. 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
- d. Any failure by the Service Provider to comply with any of the provisions of the Agreement or any applicable laws; or
- e. 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.
- f. 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.
- g. 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 or through the email id 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. COMPLIANCE OF LAWS AND STATUTORY PROVISIONS:**

- a. 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.
- b. 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.
- c. The Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by him to the office to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
  - d. In case, the Service Provider fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the office is put to any loss/obligation, monetary or otherwise, the office will be entitled to get itself reimbursed out of the outstanding bills or the Security deposit cum Performance guarantee of the agency, to the extent of the loss or obligation in monetary terms.

#### **17. PENALTY CLAUSE:**

In the event of Service Provider failing to execute the work at any time to the full satisfaction of the Institute, the Institute reserves the right to cancel the contract or withhold the payment due to agency in part or full and to forfeit the Performance Security –

- Fails to provide service in conformity with the contract document, or
- Fails to carry out work in accordance with the schedule of services, or
- Suspends the work without authority from Institute or
- Commits or suffers or permits any breach or observes or persists in any of the above mentioned breaches of the contract, after notice in writing to the Agent by Institute requiring such breach to be remedied or if the Agent abandons the work.
- In the event of any deficiency in the service rendered by the Service Provider, any time during the currency of the engagement, The Institute shall impose a suitable penalty which may be recovered from the bill/s of the Service Provider. The decision of The Institute shall be binding on the Service Provider.
- Institute reserves the right to forfeit the Performance Security as well as impose such monetary penalty as it may feel reasonable in case the agency fails to deliver as per the scope of work.

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

- a. 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.
- b. 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.



## **19. ARBITRATION & JURISDICTION**

- a. 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.
- b. 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.
- c. 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.
- d. 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 agency and The Institute of Cost Accountants of India.
- e. 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.

**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

in the presence of:

- 1.
- 2.

### **SIGNED SEALED AND DELIVERED**

at Kolkata by the Company the Second Part thorough its

- 1.
- 2.



## INFORMATION SHEET

1	Name of the Bidder										
2	Address of Head office and also of Kolkata Office										
3	Contact person & Designation										
4	E-mail Address										
5	Contact Number										
6	Year of Incorporation/Establishment										
7	Turnover (in Rs.)	F.Y. 2020-21									
		F.Y. 2021-22									
		F.Y. 2022-23									

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 of 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 :



**FINANCIAL BID**

**(To be submitted in a separate Sealed Envelope)**

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

<b>Service Charge (per person / per month on CTC)</b>	
<b>In Figure % (percentage)</b>	<b>in words % (percentage)</b>

***Important notes :***

- 1. Taxes as applicable will be extra***

Seal of the organisation

Signature :

Name :

Designation :

Date :