



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

Telephones: 2252-1031/1034/1035
2252-1602/1492/1619
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Fax: 91-33-2252-7993
91-33-2252-1026
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Website: www.icmai.in

Ref. No.: ADMIN-SECURITY-21-2024

July 21, 2021

EXPRESSION OF INTEREST FOR EMPANELMENT OF MANPOWER AGENCY FOR SUPPLY OF 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, 4th floor of the EIRC Building and at vacant land of Rajarhat 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	21/07/2021
3.	Last date for submission of Tender	11/08/2021 (The Technical bid and Commercial Bid are to be sealed in separate envelope super-scribing Technical Bid and Commercial Bid respectively)
4.	Date of Opening of bids	13/08/2021
5.	EMD Amount	Rs. 50000/- (fifty thousand only)
6.	Performance Security Deposit.	Rs. 2,00,000/- (two lakh only) To be submitted on the award of contract)
7.	Address of Submission	Tender Box, Ground Floor, CMA Bhawan, 12, Sudder Street, Kolkata – 700 016.
8.	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 'EOI for Empanelment of Manpower Agency'
9.	Contact Person	Shri Kausikmoy Mukherjee, Senior Officer – Administration. Contact number – 8789905639 & email – traveldes.kolkata2@icmai.in

The bidders may visit the office 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. EOIs submitted without EMD will be summarily rejected.



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GENERAL TERMS AND CONDITIONS FOR EMPANELMENT

1. The bid shall be submitted in two separate sealed envelopes, namely technical bid (annexure -1) and commercial bid (annexure-2). Both of technical and commercial bids must be submitted at the same time, in separate sealed envelopes super-scribing the tender no./name/type of bid/name and stamp of the bidder.
2. The contract is to commence from the date of signing the contract with the agency and shall continue initially for a period of one year and can be extended for another one year at same rate, terms & conditions, unless it is 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 work.
3. The agency 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 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 termination of contract.
5. Financial bids of only those manpower agencies that are technically qualified shall be evaluated.
6. Tenders without earnest money shall be rejected on the spot and will be considered technically unqualified. However, bidders registered with micro and small enterprises (MSES) as defined in MSE procurement policy issued by the department of micro, small and medium enterprises (MSME) are exempted from the submission of earnest money (exemption certificate) only. However, Security deposit will be applicable for the awarded bidder.
7. Security Guards requirement – Refer “MAN POWER REQUIREMENT” in preceding para.
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.
8. The agency 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, antecedents, etc.
9. The working days and wages of the security guards engaged through the manpower agency shall be as per the minimum wages rules fixed by the Government of West Bengal as applicable from time to time.



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10. 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.

11. The agency shall engage necessary security guards as required by this institute from time to time. 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 6th of every month through cheque or ECS transfer only and it should not be linked with the payment of the Institute to the bidder. The proof of such payment to be provided every month at the time of claiming the charges from the Institute.

12. 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.

13. Agency must have following valid statutory registrations wherever applicable.

Registration with EPF registration with ESI

Registration under Contract Labour (regulation & abolition) act 1970 and rules

Registration of GST number.

EMD exemption certificate

14. 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.

15. The agency 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 one year from the date of signing the agreement, may be extended for another one year and shall continue to be in force in the same manner, unless terminated in writing by either party. The service charges quoted on each employee/per month basis by the contractor shall be fixed for the duration of the contract.

16. However, the agreement can be terminated by either party giving 3 (three) months notice in advance. If the service provider fails to give three months notice in writing for termination of the agreement, three months wages, etc. and any suitable amount due to the service provider from this institute shall be forfeited in favour of the institute.

17. 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.



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18. The Institute reserves the right to award the contract in full or part to any tenderer/applicant without assigning any reasons.
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. The rate shall include all statutory dues like E.P.F., E.S.I., GST, service charges and employees Deposit link insurance scheme etc.
21. Institute may ask the documentary evidence in respect of payment of statutory liabilities as and when required to be furnished.
22. The quoted rates of offer quoted through tender will be valid for a period of 90 days.
23. 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.
24. In case, tie is observed in the price bid, the applicant with greater 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.
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.

ESSENTIAL REQUIREMENTS:

1. 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.
2. The tenderer/applicant should be a registered organization preferably working in multiple states.
3. The tenderer/applicant should have minimum turnover of 50 lakhs per annum;

PERIOD OF CONTRACT:

1. The period of contract shall be one year from the date of award of contract and may be extended for another one year at same rate, term & conditions.
2. The agency shall deploy its resources immediately after the contract is signed.

CANCELLATION/ TERMINATION OF CONTRACT:

1. It is not obligatory on the part of the management to accept the lowest offer; management may summarily reject any or all the offers against the tender without assigning any reason to the bidders participating in the tender.
2. If at any point of time during the period of contact, it is observed by the Institute that the service



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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. Settlement of dispute

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.
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.

FINANCIAL TERMS AND CONDITIONS:

1. 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.
2. Financial evaluation would be made on lowest (L1) bid on the basis of service charges quoted by the tenderer /applicant.
3. Submission of earnest money deposit (EMD) of Rs. 50,000/- 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. The bidders who are registered with Micro and Small Enterprises (MSES) as defined in MSE procurement policy issued by the department of micro, small and medium enterprises (MSME) are exempted from the submission of earnest money
4. 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.
 - (i) Performance Security – to ensure due performance of the contract, performance security of Rs. 2,00,000/- (rupees two lakhs 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. 1.50 lakh as deposited EMD will be converted in Performance Security and total deposit will be Rs. 2.00 lakhs. Performance security may be furnished in the form of an account payee demand draft or bank guarantee from a commercial bank or online payment.
 - (ii) Performance Security should remain valid for a period of sixty days beyond the date of completion of the contract.
 - (iii) The performance Security would be refunded to the successful bidder on receipt on completion of the contract. No interest would be paid on the amounts.



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(iv) 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/non compliance 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 1 year after expiry / termination of the contract or otherwise the amount will be refunded without any interest.

5. The successful bidder has the liability to pay overtime to the contractual manpower as per rules applicable to Government of West Bengal.
6. The Institute reserves the right to pay allowance 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.
8. Payment terms and condition – the payment of the contract will be made on monthly basis.

SCOPE OF WORK OF THE SECURITY AGENCY

The contractor shall have to provide round-the-clock security services in the entrusted Institute complexes as mentioned in this tender document.

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.

DUTIES AND RESPONSIBILITIES OF SECURITY STAFF

1. The Security Agency will be responsible for overall security arrangements of the Institute premises entrusted/ covered in the contract.
2. Security Agency will ensure that all instructions of the administration are strictly followed and there is no lapse of any kind.
3. 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.
4. Deployment of Guards/Security Supervisors 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.



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5. The Security Guards/Supervisors 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.
6. In emergency situations, security staff/supervisor/Senior Security Supervisors 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.
7. The Security Supervisor/Guards are required to display mature behavior, especially towards female staff, female visitors, patients and elderly persons. The Security Guards shall also assist the handicapped patients/visitors in reaching their desired locations, and also provide assistance to the serious patients, senior citizens & children, in reaching casualty or other desired department/location.
8. 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.

MAN POWER REQUIREMENT:

Sl.no.	Place of Posting	Manpower description	Qualifications & experience
1	CMA Bhawan, 12, Sudder Street, Kolkata – 700 016	06:00 am to 02:00 pm at one gate. 02:00 pm to 10:00 pm at both gates During office hours at Examination Directorate	At least Matriculate (10 th) having minimum
2	EIRC Building, 4th Floor, 84, Harish Mukherjee Road, Kolkata – 700 025	During office hours at 4 th floor.	experience of 5 years as Security Guards age should not be above 50 years.
3	Vacant Land of Institute at Rajarhat	Round the clock at both lands of the Institute	



Interested parties may forward their offers/proposals along with the following documents
Mentioned in annexure -1 and annexure-2

To,
The Convener
Limited Tender committee
The Institute of Cost Accountants of India,
CMA Bhawan,
12, Sudder Street,
Kolkata – 700 016.

Fully filled up offers/proposal addressed to the above mentioned may be sent through courier/speed post/dropped at tender box along with demand draft in favour of The Institute of Cost Accountants of India payable at Kolkata so as to reach on or before 11th August, 2021 at–CMA Bhawan, 12, Sudder Street, Kolkata – 700 016.

Sealed & Singed
Signature /authorized signatory



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INFORMATION SHEET / TECHNICAL BID

(To be filled in and submitted by the Applicant along with copies of documents in support of the information furnished by the applicant)

(To be kept in a Separate envelope Super-scribing Technical Bid)

INFORMATION SHEET			
Sl.	Particulars	Information to be furnished by the applicant	For use By ICAI
01	Name of the Company (Tenderer/Applicant)		
02	Name & contact no. of authorized person to deal with queries & information etc.		
03	Year of Incorporation		
04	Address of Head Office/Regd. Office with telephone no. Fax no. E-Mail. etc.	Address : Tel No. with STD code: Fax no. with STD Code: E-mail address :	



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5.	Address of the other offices/branches With Telephone no. fax no. E -Mail address etc.	Address : Tel No. with STD code: Fax no. with STD Code: E-mail address : Contact Persons with designation: (i) (ii)	
06	Ownership pattern(i.e. proprietary concern/ Partnership firm / Pvt. Ltd. Co. / Public Ltd Co. etc.(with documentary evidence)		
07	Detailed profile of the organization, Manpower, specialization of staff, variety of services etc		
08	Certified copies of all applicable of issuing authority.		
09	Professional Tax R C No		
10	Shops & Establishment Registration No.		
11	Income Tax PAN		
12	GST no.		
13	CIN No. In case of limited company		



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QUALIFYING CRITERIA			
Sl.	Qualifying Criteria	Response of Applicants	For use by ICAI
12.	Turnover in last three financial year as per audited Profit& Loss Account	FY FY FY	
13.	Empanelled as Service Provider (Manpower) with at least three (CPSEs) or State (PSEs) or autonomous body or Central Govt/Depts or State Govt. Depts. and three leading Private Sectors. (with documentary evidence)	CPSEs State PSEs Central Govt/Depts / autonomous body State Govt Depts.	
14.	Full fledged office and infrastructure at New Delhi equipped with all modern facilities viz. telephone, fax, computer, e-mail address, internet etc.		
15.	Whether agreeable to at least 45 days credit payment		
16.	Separate self declaration as to the authenticity of the information/documents		



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DOCUMENTS TO BE SUBMITTED ALONG WITH ANNEXURE – 1

- a) Incorporation Certificate
- b) Last three years Audited Profit & Loss A/c and Balance Sheet
- c) Last three years Income tax return
- d) Last three Service tax/GST return
- e) EPF Registration no. document of Monthly Return submitted for the last two months.
- f) ESIC Registration no. document of Monthly Return submitted for the last two months.
- g) Last three years Experience Certificate from existing principal employer/past principal employer should be enclosed.
- h) List of Arbitration cases (if applicable).
- i) Self certificate regarding Black list/non black listing of company
- j) EMD exemption letter



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Annexure-2

Commercial Bid

(To be kept in a Separate envelope Super-scribing Commercial Bid)

Name and Address of the Bidder: _____

<u>Man Power Cost</u> (per person cost on monthly basis)	
	Monthly Cost (in Rs.)
Salary (as per Current minimum wages) (M.W) [will be allowed to modify as per circulation of Labour Commissioner, Gov. of W.B.]	
EPF on M.W. [will be allowed to modify as per circulation of Labour Commissioner, Gov. of W.B.]	
ESI on M.W. [will be allowed to modify as per circulation of Labour Commissioner, Gov. of W.B.]	
Bonus (8.33 %) (Max ceil Rs. 7000/-)	
Agency charges	
GST	

Total

Place:

Signature of the authorized signatory of the
Tenderer with seal of the Firm

Date:

Phone No. /Fax No. /Email:

CONVENER
LIMITED TENDER COMMITTEE
(FROM RS.2.5 LAKHS TO 25 LAKHS)