



# **The Institute of Cost Accountants of India**

(Statutory body under an Act of Parliament)

## **Bhubaneswar Chapter**

CMA Bhawan, A/122/2, Nayapalli, Nilakantha Nagar, Bhubaneswar-751012, Tel: 0674-2396622

Email: [cbc@icmai.in](mailto:cbc@icmai.in), web: [www.icmaibbsr.in](http://www.icmaibbsr.in)

**Tender Ref: ICAI/BBSR/30412/Tender/2023, Date : 24.02. 2023**

### **Invitation of Tender Documents**

**For**

**Supply of Security Guard (Semi Skilled)**

**Estimated Cost:**

Rs.2.00 Lakh (Rupees Two Lakh Only) per annum

Atsbc



## The Institute of Cost Accountants of India

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### Bhubaneswar Chapter

CMA Bhawan, A/122/2, Nayapalli, Nilakantha Nagar, Navapalli, Bhubaneswar-751012

Tel: 0674-2396622, Email: cbc@icmai.in, web: www.icmaibbsr.in

Ref:ICAI/BBSR/30412/Tender/2023

Date: 24.02.2023

### **TENDER NOTICE FOR DEPLOYMENT OF SECURITY GUARD**

Sealed Tenders are invited from reputed Security Agencies having registered office at Bhubaneswar and registered Under Companies Act, 1956 /2013 and Private Security Agencies (regulation Act), in the field holding valid Labor License, PF/ESIC/GSTN, PAN/TAN registration for deployment of one Security Guard (One shift -08 hours duty) at CMA Bhawan.

Last Date and Time for Submission of Tender in Hard Copy at CMA Bhawan in the address as stated above	27.02.2023 by 06.00 P.M
Date and Timing of Opening of Tender	27.02.2023 at 06.30 P.M in the presence of the Bidder or their authorized representatives if interested.
Estimated Cost per Annum including of Service Charges/ Commission, GST, Statutory Payment etc per annum	<b>Rs.2,00,000.00</b> (Rupees Two Lakh Only)

The eligible security agencies are advised to participate in the tendering process. For further details may visit the website [www.icmaibbsr.in](http://www.icmaibbsr.in)

Competent Authority of ICAI-Bhubaneswar reserves the right to reject or withdraw the tender notice without assigning any reason thereof and also not bound to accept the lowest tender.

(CMA Asutosh Debata)

Chairman

#### Copy to:-

1. Notice Board of the ICAI-Bhubaneswar Chapter
2. Concerned Staff in Charge of ICAI-Bhubaneswar Chapter for uploading the tender documents in the website of the Chapter

PREFACE

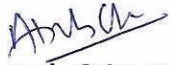
The tender shall submit in two parts.

- Part –A is the Technical Bid for Screening of the Agencies Profile about fulfilling the essential prerequisites and general conditions given below.
- **PartB** is the Price bid to be quoted as per the proforma given in the tender document by the participating Companies/Agencies for providing security personnel.

Two different sealed and signed envelopes superscripted " **Tender for Deployment of Security Guard**" Part A & B as the case may must be submitted to the **The Chairman, ICAI-Bhubaneswar Chapter , CMA Bhawan, A/122/2, Nayapalli, Nilakantha Nagar, Bhubaneswar-751012 on or before 27.02.2023 by 6.00 P.M** only (No tender documents received through electronic mode shall be entertained ). Both the envelopes should be placed in a single envelope marked "**C**".

**General Conditions :**

- (a) Complete details of the Agency viz. Office postal address, phone numbers, email id, Mobile numbers of the contact person (s), additional offices details if any , should be furnished.
- (b) All the Tender documents must be signed by the Managing Director/Director/Authorized Signatory as the case may be .
- (c) The format for submitting "**PartA**" i.e. Agency profile is given in Annexure-III attached to this notice.
- (d) **PartA** Envelope of the Tender Application must include the following :
  - (i) Annexure-I to III duly signed by the authorized signatory of the Agency along with the Seal/Stamp of the Organisation.
  - (ii) Annexure-III duly filled in the same format/ proforma and signed by the authorized signatory of the Agency along with Seal/Stamp.
  - (iii) Copies of the list documents of the company/organization as given at the end of Annexure - III should be attached to Annexure-III (Agency Profile).
  - (iv) Annexure-II duly signed by the authorized signatory of the company/organization along with the seal/stamp of the Agency, as a token of willingness to accept all the terms and conditions of the contract , if awarded.
- (e) **Part B** envelope should contain only the Price Bid for the work strictly as per the format given at Annexure-IV
- (f) Tender Form must be completely filled and in English only, incomplete tender applications are liable to be rejected.
- (g) Tender documents are required to be signed by the authorized person submitting the tender as a token of his/ their having read and understood the essential prerequisites, general conditions, special clauses and responsibilities for staff to be engaged, schedule of deployment as per laid down terms and conditions of the contract etc.

  
(Signature with date and seal of the Bidder)

## ANNEXURE-II

### TERMS AND CONDITIONS

- 1) Invitation for application for issue of Tender does not constitute any guarantee for issue of Work Order to the Bidder.
- 2) Opening date of Part-A and Part-B of the tender is on 27.02.2023 at 6.30 P.M at CMA Bhawan, Nayapalli, Bhubaneswar-12.
- 3) Tenders will be opened in presence of the Bidders or their authorized representatives if interested. Only one representative of each Agency will be allowed to be present during opening of Part-A and Part-B of the Tender
- 4) Part-A of the Tender will be opened first
- 5) A designated Committee of the ICAI-Bhubaneswar Chapter shall screen the tender documents for the Agency's conformity to the laid down pre-requisites/ general conditions.
- 6) Only sealed and signed tenders on the prescribed format accompanied by the relevance documents shall be considered.
- 7) Incomplete and unsigned applications will be rejected.
- 8) Tenders with corrections and/ or overwriting are liable to be rejected, if these are not authenticated by one of the Directors/ authorized Signatory of the participants as the case may be.
- 9) Method of Selection: Least Cost Based System (LCBS) shall be used to select the Agency (lowest evaluated competitive service charges may be considered for awarding the contract), Two bids system to be followed namely Technical and Financial Bid. The Bidder need to qualify in the technical bid for consideration of his Financial Bid Opening, i.e. Part-B of the tender containing the "**Price Bids**" will be considered by Purchase Committee to open only those Companies/ Agencies who have fulfilled all the conditions laid down in the essential prerequisites, terms and conditions of the tender paper.
- 10) In the event of award of the contract, the successful bidders shall not engage Subcontractor(s) for the job awarded or outsource the manpower. The contract is non transferable. The manpower to be engaged at ICAI-Bhubaneswar Chapter should be on the Agency pay roll.
- 11) **Period of Contract:** The Contract should remain in force for a period of **01 (one) year**. ICAI — Bhubaneswar Chapter has sole discrimination and reserves the right:
  - (a) To extend/renew the period of contract for any further period as per management decision.
  - (b) **To terminate** the contract at any time during contract period without assigning any reasons thereof and the Agency should not be entitled to claim any compensation for such premature termination.
- 12) All the statutory obligations as laid down with reference to the Company/Agency or its employees should be fulfilled by the successful Company/Agency, in terms of the relevant acts/ rules/ laws/ guidelines laid down by the Labour Department of the State Government and/ or any other Statutory Authority from time to time. The company shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, minimum wages and contract labour( Regulation and Abolition Act, 1970).
- 13) EPF, ESI, BONUS and any other Government/Statutory dues with regard to the said personnel engaged by the Agency will be the responsibility of the Company/Agency to deposit on time with appropriate authority and should provide details of documentary evidence to the Authorised Officer of ICAI-Bhubaneswar Chapter along with monthly invoice.
- 14) The Company/Agency must be in possession of registration certificates/ requisite license in respect of PF, ESI and GST, PAN/ TAN number, Engagement of labour etc.
- 15) **Qualification:** The Company /Agency will deploy Security Personnel having :
  - (a) Matriculation (10<sup>th</sup> Pass) or above
  - (b) Within the Age Category from 21 year to 50 years
  - (c) The Security Personnel must be trained to operate Machinery during Fire lightning

*ASB*

(d) Necessary documents to be submitted related to qualification etc. as per requirement of ICAI-Bhubaneswar Chapter

- 16) In case of any lapses due to negligence of duty by the Security Guard including absence in duty, penalty shall be imposed @5% of the total monthly bill of the security personnel deployed in ICAI-Bhubaneswar Chapter, in case of any losses (theft, burglary etc) caused to the ICAI-Bhubaneswar Chapter by the Security personnel or due to his negligence supplied by the Security Agency, the ICAI-Bhubaneswar Chapter shall have the right to impose penalty to the extent of 2(two) times of the losses, Same shall be recovered from the dues payable to the security agency (i.e. monthly bill). Besides, the ICAI-Bhubaneswar Chapter may take any other step as would be proper as per law.
- 17) The security personnel should be a male (Lathi Security) having minimum physical standards (Height-5'4, Weight- 50 Kgs., Eye Sight-Without glass, Clear visual standard 6/6).
- 18) The security personnel once engaged in the ICAI-Bhubaneswar Chapter by the Security Agency shall be changed only with prior intimation of 7 days to the ICAI-Bhubaneswar Chapter. In case any security personnel goes on leave, the substitute will be given by the Company/Agency.
- 19) The Company / Agency selected shall provide Well-Fit Uniform, Lathi, Whistle, Name Plate , Identity Card etc. at his cost .
- 20) The ICAI-Bhubaneswar Chapter shall pay professional charges for the security which includes P.F. and ESI contribution and other statutory payments/ contributions if any as per rule.
- 21) The Agency shall submit Copy of the 10<sup>th</sup> Pass Certificate in case of deployment of Lathi Security at ICAI-Bhubaneswar Chapter and shall be returned after verification.
- 22) The normal working hour for the security personnel and other personnel is 8 (eight) hours in a day. One day weekly holiday shall be allowed with pay by ICAI-Bhubaneswar Chapter.
- 23) The Agency shall ensure that, the security personnel remain in uniform during duty hours and perform sincerely.
- 24) The security personnel shall not leave the ICAI-Bhubaneswar Chapter premises during duty hours and if it happens, no wages shall be paid by the ICAI-Bhubaneswar Chapter in such event.
- 25) If services of the security personnel is found unsatisfactory, the Agency shall replace the same immediately after receipt of report from the ICAI-Bhubaneswar Chapter
- 26) The Company/ Agency shall prepare the monthly bill of the personnel deployed in the ICAI-Bhubaneswar Chapter on the basis of absentee statement furnished by the Authorised Officer of ICAI-Bhubaneswar Chapter
- 27) The ICAI-Bhubaneswar Chapter will make payment within 15 days from the date of receipt of the bill
- 28) A copy of challan from the Regional Provident Fund Commissioner in support of payment of EPF/ESI contribution in favour of Security Personnel engaged in ICAI-Bhubaneswar Chapter for the preceding month shall be furnished by the Company/ Agency along with professional charges bills every month, failing which the bill will not be considered for payment.
- 29) The Company/ Agency shall also deposit GST on behalf of ICAI-Bhubaneswar Chapter and furnish necessary proof thereof at the time of submission of monthly bill for payment.
- 30) The monthly bill of the professional charges shall be credited to the bank account of the Company/ Agency after deducting the statutory deductions (taxes).
- 31) The security personnel posted in the ICAI-Bhubaneswar Chapter shall report his joining to the Authorized Officer of the Chapter.
- 32) Tender Documents shall not be if found less than 03 Participants in the Tendering Process
- 33) In case of any dispute between the Security Agency and ICAI-Bhubaneswar Chapter , the matter shall be referred to the Sole Arbitrator (to be named/ designated by both the parties), whose decision shall be final and binding on both the parties.

*Arbiter*

**TERMINATION**

This agreement may be terminated as set forth below

- a) By either party upon a default by the other part in the performance of any of its material obligations under this Annexure if it is not cured within 15 (Fifteen) days after written notice by the non-defaulting party.
- b) ICAI-Bhubaneswar Chapter may terminate the contract by giving 30 days written notice to the Company/Agency, if the service found unsatisfactory.

**Force Majeure:**

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, act of God etc which may prevent either party to discharge his obligation, the affected party shall promptly notify the other part about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any of seven days, whichever is more and either party may at its option terminate the contract.

**Obligation of the Company:**

The Company/ Agency shall ensure full compliance with tax laws and other applicable laws of India with regard to this contract and shall be solely responsible for the same. The Company / Agency shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the ICAI-Bhubaneswar Chapter fully indemnified against liability of tax, interest, penalty etc of the company in respect thereof, which may arise.

**Dispute Resolution:**

Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties.

**Jurisdiction of the Court:**

The Court of Bhubaneswar shall have the exclusive jurisdiction to resolve the disputes, if any, arising out of this agreement between the parties.

**( I/We read and fully understood the above terms and conditions)**

**Signature and Seal of the Bidder**

*Atul*

**PART-A  
TECHNICAL BID**

(Agency Profile)

1. Name of the Organization:
2. Type of Organization:
3. Date of incorporation and year of establishment:
4. Address of Head Office:
5. Communication details of Contact Official (s) i.e. Name, Phone Number (Landline) , mobile Number and Email address:
6. Agency's Registration Number:
7. Goods Service Tax Registration Number (GST):
8. Agency's PAN/TAN:
9. PF Registration Number:
- 10.ESI Registration Number:
- 11.Labour Department Registration Number(if any):
- 12.Any Other information considered relevant

Note: Copies of documentary proof should be enclosed along with this Annexure.

(Signature with date and seal of the Bidder)

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Atul

**APPLICATION-FINANCIAL BID**

(For Providing Security Services to The Institute of Cost Accountants of India-Bhubaneswar Chapter ,Bhubaneswar)

(In separate sealed Cover-II superscripted as Financial Bid)

**Nos. of Requirement:-**

Security Guard : 01 (One)- Semi Skilled

**Notes:-**

1. One Shift is equal to 8 hours.
2. The Price quoted shall be inclusive of all taxes.

**FORMAT**

Manpower Type	Monthly Rate Per Person (In Rs.)						
	1	2	3	4	5	6	7 (Sum of Col 1 to 7)
	Total Home Remuneration	EPF (in %)	ESI (in %)	Other Statutory Dues if any	Service Charges/Commission Charges of Service Provide)	GST (in %) (1+2+3+4+5)	Total amount per month (in Rs.)
Security Guard							
Total Amount							

Grand Total amount: ..... (in Figure)

Grand Total amount: ..... (in words)

- 1) Bidder with lowest evaluated competitive service charges may be considered for awarding the contract.
- 2) The Bidder shall have to furnish break-up of the other statutory dues (Bonus, Uniform allowance & others etc.)
- 3) The bid(s) with "Nil" or very abnormally low quoted charges will treated as "Non-responsive" and will be rejected during the financial evaluation stage.
- 4) In case of any wrong calculation found in the total amount, the unit price shall be considered.

**Declaration by the Bidder**

This is to certify that, I / We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself / ourselves to abide by them.

**Note:**

- i) No other charges would be payable by ICAI-Bhubaneswar Chapter.
- ii) There would be no increase in rates during the contract period except provision under the terms and conditions.
- iii) The service charges must not be quoted Zero price/ value.
- iv) The remuneration of manpower to be provided should not be less than the latest rate provided as per Govt of Odisha , Labour and Employment Notification on Minimum Wages Act,1948.
- v) The total rates quoted by the tendering service provider should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract. The Authority will have no liability in relation to any statutory or other dues.
- vi) The payment shall be made on conclusion of the calendar month only on the basis of numbers of working days for which duty has been performed by each person as certified by the Authority.
- vii) Financial Bid submitted on open form will be rejected.

Place:

Signature of authorized person

Date:

Name:

Seal :