

**WESTERN INDIA REGIONAL COUNCIL OF THE
INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA**

TENDER

FOR

**Providing Professional, Finance Head, Event Manager,
Management Trainee, Supervisor, Accountants, Office
Assistant, Data Entry Operators and Peons on outsource basis**

At

Various Offices of WIRC of ICAI located in Mumbai

PART - I

(Technical and Commercial Bid)

Cost of Tender Rs. 1,180/- (Non Refundable)

Address for Communication

Regional Head, WRO
WIRC OF ICAI
'ICAI Tower'

Plot No. C-40, 'G' Block, Bandra Kurla Complex, Bandra (East),
Mumbai – 400051

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PART – I

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Notice Inviting Bids (PRESS)

**WESTERN INDIA REGIONAL COUNCIL OF THE INSTITUTE OF
CHARTERED ACCOUNTANTS OF INDIA (WIRC OF ICAI)
'ICAI Tower'**

**Plot No. C-40, 'G' Block, Bandra Kurla Complex, Bandra (East),
Mumbai – 400051**

WIRC OF ICAI invites sealed tenders under two bid systems from reputed, experienced and financially sound manpower service providers for providing manpower on outsource basis at its various offices located WIRC of ICAI as per the details given hereunder:

S. No	Region	Scope of Work	Total no. of the persons required (Tentatively)	Earnest Money Deposit (in Rs.)
1	WIRC of ICAI- Mumbai	Providing contractual manpower in the category of Professional, Finance Head, Event Manager, Management Trainee, Peon, DEO, Office Assistant, Supervisor, Accountant etc.	22 persons	Rs.3,50,000/-

Last date of submission of tender is **21.01.2021** upto **3.00 P.M.** For details, please refer to our website www.wirc-icai.org

Regional Head, WRO

Notice Inviting Bids (WEBSITE)

NOTICE INVITING TENDER FOR PROVIDING PROFESSIONAL, MANAGEMENT TRAINEE, SUPERVISORS, ACCOUNTANTS, OFFICE ASSISTANTS, DATA ENTRY OPERATORS AND PEONS ON OUTSOURCE BASIS

TENDER NOTICE PUBLISHED DATD – 01/01/2021

WIRC OF ICAI invites sealed tenders under two bid systems i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound manpower service providers for providing Professional, Management Trainee, Supervisors, Accountants, Office Assistants, Data Entry Operators and Peons on outsource basis. The bidders should have sufficient experience of providing manpower to various Central Govt. Ministries/Departments, Public Sector Undertakings, Autonomous/Statutory Bodies, Banks, Multinational Companies etc.

1. The personnel required to be deployed may be in supervisory, administrative, managerial and other support services etc., broadly classified as a) Management Trainee (Post Graduates) b) Professional (CA/CS/CWA/LL.B) c) Event Manager (Graduates) Peon (12th Pass) d) Data Entry Operators (Graduates), e) Office Assistants and Accountants (Post Graduates), f) Supervisor (Post Graduates), g) Finance Head etc., based on the specifications as stated in the Tender document at Western Regional locations from time to time.
2. The period of contract will initially be for a period of one (1) year from the date of award of contract subject to review of performance every Three (3) Months and may be extendable at the discretion of WIRC of ICAI due to availability of work or exigencies subject to the satisfactory performance of the Contractor/Firm/Agency. However, the contract will be terminated on unsatisfactory performance by giving Sixty (60) days notice.
3. The personnel to be deployed with WIRC OF ICAI shall not be below the age of 18 years and would be those who have a valid contract of employment with the Firm/Agency who submit tender.
4. The Firm/Agency shall at all time act as an independent party. The contract to be entered shall not create a relationship of Principal and an Agent between WIRC OF ICAI and the Firm/Agency with whom the contract will be entered. Further, the Firm/Agency with whom the contract entered by WIRC OF ICAI shall not act or attempt or represent as an Agent of WIRC OF ICAI while entering agreements with the personnel to be deputed to WIRC OF ICAI.
5. The contract to be entered shall not create a master and servant relationship between the personnel to be deployed by the Firm/Agency to WIRC OF ICAI. Under no circumstances, the personnel to be deployed by the Firm/Agency shall be considered as employees of WIRC OF ICAI nor shall such relationship be considered to exist.
6. The personnel to be deployed shall be engaged for a period of Six (6) Months and their services may be extended by similar period (s) depending upon the continued availability of work and satisfactory performance of the personnel deployed. The

Firm/Agency shall provide the required personnel for a shorter period also (minimum Three Months), in case of any exigencies as per the requirement of the WIRC OF ICAI.

7. The tender shall be submitted under **Two Bid System** i.e. “**Technical Bid**” and “**Financial Bid For Western Regional council of ICAI**” clearly super-scribed on the envelope. Technical Bid shall contain information as prescribed in Annexure I to Annexure III. Bidders are required to quote service charges separately for each category. Both the sealed covers should be placed in the another sealed envelope super-scribed “Tender for supply of Manpower Services on contract basis” and should be addressed to The Regional Head, ICAI Tower, Plot No. C-40, ‘G’ Block, Bandra Kurla Complex (BKC), Bandra (East), Mumbai - 400051 and it should be dropped in the Tender Box kept at Ground Floor, Security Control Room, ICAI Tower, Plot No. C-40, ‘G’ Block, Bandra Kurla Complex (BKC), Bandra (East), Mumbai - 400051 on or before **21.01.2021 by 3.00 P.M.** The Technical Bids will be opened at **21.01.2021 at 3.30 P.M.** in the ICAI Tower, Plot No. C-40, ‘G’ Block, Bandra Kurla Complex (BKC), Bandra (East), Mumbai - 400051 in the presence of the prospective bidders, if they wish to be present. If they wish to be present, they will have to produce Authorization Letter from the agency/firm before the Tender Committee. Tenderer may download the Tender Documents from the WIRC of ICAI website www.wirc-icai.org. **A pre-bid meeting will be held on 14.01.2021 at 03.30 P.M. in the ICAI Tower, Plot No. C-40, ‘G’ Block, Bandra Kurla Complex (BKC), Bandra (East), Mumbai - 400051.** The Financial Bid of the Successful Bidders, who have been found technically qualified, will be opened at a later date and before opening they will be intimated separately.

Regional Head, WRO

DEFINITIONS

DEFINITIONS

For the purpose of this tender / contract, unless there is anything repugnant in the subject or context, the following terms shall have the meanings as defined against each.

1. “Bid” means the offer submitted by the Bidder in response to this tender Document.
2. “Bidder” or “Tenderer” means the company/firm or group of companies/firms engaged in the business of supplying manpower on contract basis.
3. “Contract” means the Contract to be entered into between the Western India Regional Council of The Institute of Chartered Accountants of India (WIRC of ICAI) and successful Bidder and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications, addenda thereto.
4. “Contractor” means the successful Bidder entering into contract with the WIRC of ICAI.
5. Contract Documents shall include the Notice Inviting Tenders, the Eligibility conditions, the Articles of Agreement, the General Conditions of Contract, the Appendices, the Priced Quotation, type of manpower, and requirements pertaining to the work and any addenda thereto. All sections of this Contract Document are to be read together. Further, such correspondence between the WIRC of ICAI and Contractor as admitted by the WIRC of ICAI before award of work and thereafter shall also form part of contract documents.
6. “Requirements” shall mean the requirements referred to in the type of manpower and any modifications of such requirements approved in writing by the WIRC of ICAI officials and such other requirements as may from time to time be furnished or approved in writing by WIRC of ICAI officials.
7. “GCC” mean the General Conditions of Contract for Bidding.
8. “WIRC of ICAI” means Western India Regional Council of the Institute of Chartered Accountants of India.
9. “ITB”: shall mean Instructions to Bidders.
10. “Law” or “Legislation”: - shall mean any Act, notification, bye-laws, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Government of India or State Government or Regulatory Authority or their instrumentalities.
11. “Notice in writing” or written notice shall mean a notice in writing, typed or printed characters, sent by the WIRC of ICAI (unless delivered personally or otherwise) proved to have been received by registered post to the last known private or business address or registered office of the Contractor and shall be deemed to have been received by them when in the ordinary course of post it would have been delivered.
12. “NIB” means Notice Inviting Bids from well established and reputed agencies/service provider for supplying manpower on contract basis on the terms and conditions as stipulated in the tender documents.

13. "Party" means WIRC of ICAI or Bidder individually and "Parties" shall mean WIRC of ICAI and Bidder collectively.
14. "Security Deposit" shall mean the interest free and refundable amount to be deposited by the successful bidder with WIRC of ICAI.
15. Words importing persons include firms and Corporations, words importing the singular only also include the plural and vice versa where the context requires.

SECTION - 1

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF BID

1.1 Bidders should go through the Tender documents and should offer their Bids in sealed cover comprising of two sealed Packets, superscribing Technical Bid (Packet – I) and Financial Bid for WIRC of ICAI (Packet-II), together placed in a third wax / tape sealed cover super-scribing “Tender for supply of manpower on contract basis”. The Last Date of submission of duly filled in bid is **21.01.2021** up to **3.00 P.M.** The Technical Bids will be opened at **21.01.2021 on 3.30 P.M.** in the ICAI Tower, Plot No. C-40, ‘G’ Block, Bandra Kurla Complex (BKC), Bandra (East), Mumbai - 400051 in the presence of the prospective bidders, if they wish to be present. Those present, shall have to produce Authorization Letter from the agency/firm/company before the Tender Committee. **A pre-bid meeting will be held on 14.01.2021 at 03.30P.M. in the ICAI Tower, Plot No. C-40, ‘G’ Block, Bandra Kurla Complex (BKC), Bandra (East), Mumbai - 400051.** The Financial Bid of the Successful Bidders, who have been found technically qualified, will be opened at a later date to be informed separately.

(A) “Technical Bid – Packet I” should contain the following documents:

1. D.D. of prescribed amount for Earnest Money as specified herein under.
2. D.D. of prescribed amount for cost of tender.
3. Copy of the Registration of the firm/company with Central / State Government Department/ Organization.
4. Attested Copies of PAN (Income Tax), GST Registration No.
5. Attested copy of License certificate issued by the appropriate Government.
6. Credentials for supply of manpower on contract basis to various Central Govt Ministries/Departments, Public Sector Undertakings, Autonomous / Statutory Bodies, Banks/Multinational Companies etc.
7. Annexure I to Annexure III.
8. Complete Technical Bid document duly signed and sealed.

(B) “FINANCIAL BID – Packet – II” should contain only the Financial Bid and the service charges shall be quoted in the prescribed format only. No cutting and or overwriting will be allowed. Any Financial Bid with Overwritings will not be considered. .

1.2 The Bids received in “sealed cover only” shall be accepted up to **3.00 P.M. on 21.01.2021** . The sealed envelope containing the Bid documents shall be addressed to The Regional Head, The Institute of Chartered Accountants of India, ICAI Tower, Plot No. C-40, ‘G’ Block, Bandra Kurla Complex (BKC), Bandra (East), Mumbai - 400051 or be dropped in the tender box kept at Ground Floor, Security Control Room, ICAI Tower, Plot No. C-40, ‘G’ Block, Bandra Kurla Complex (BKC), Bandra (East), Mumbai - 400051. Bids received late i.e. after the expiry of the closing date & time shall not be entertained.

1.3 Submission of Bid shall bind the bidder to accept all terms and conditions specified in the Tender documents.

1.4 WIRC of ICAI reserves the right to relax or waive any of the terms and may reject all or any of the Bids including the lowest Bid without assigning any reasons.

- 1.5 WIRC of ICAI at its sole discretion reserves the right to terminate the contract in case the performance of the tenderer is found to be unsatisfactory by giving one month notice.
- 1.6 Incomplete, unsigned and Bids not accompanied by the EMD shall be rejected summarily.
- 1.7 Rate shall be quoted in rupees (both in figures and in words) and no amendment of quoted rates in “Financial Bid” shall be permitted after opening of the Bid.
- 1.8 The Bid document is non-transferable.
- 1.9 Bid shall be valid for 90 days for acceptance from the date of opening of the tender.
- 1.10 Conditional Bid shall be rejected.
- 1.11 In case of any interpretational issues in this tender, the decision of the WIRC of ICAI shall be final.
- 1.12 WIRC of ICAI reserves the right to issue clarifications, addendums.
- 1.13 WIRC of ICAI reserves the right to cancel the tender process at any stage and in such case the EMD would be returned without any interest to the bidding parties.
- 1.14 All the pages/documents of the quotation/bid shall bear the dated signature of the tenderer. All the entries by the tenderer shall be in one ink & legibly written. Any over-writing corrections & cuttings shall bear dated initials of the tenderer. Corrections shall be made by writing-again instead of shaping or over-writing.
- 1.15 Rates shall be quoted both in figures as well as in words. In case the rates quoted in words & figures are at variance, the rates written in words will be taken as final.
- 1.16 In case of delay in supply of manpower as required by WIRC of ICAI, appropriate penalty may be levied.
- 1.17 Mere submission of the Bids shall not confer any right to participate in selection process.
- 1.18 WIRC of ICAI reserves the right to modify the job description and type of manpower or any other condition at any time.
- 1.19 The successful bidder, within 7 (seven) days of acceptance of the tender, shall enter into a formal Agreement with WIRC of ICAI.
- 1.20 In case of failure in submitting EMD in the prescribed manner and the documents enumerated above, the Financial Bid shall not be opened and the Bid shall be deemed to be rejected.
- 1.21 Bidders may download the Tender Documents from the WIRC of ICAI website www.wirc-icai.org

- 1.22 WIRC of ICAI reserves the right to split the work and award it to more than one suitable agency /service provider.
- 1.23 The agency shall not charge any commission or any amount whatsoever from outsourced staff deployed with WIRC of ICAI. In case, the Agency is found to be involved in such activities, in addition to termination of the contract, security deposit shall be forfeited and legal proceeding against the agency shall also be initiated.
- 1.24 The Bidders should have provided at least 6 months satisfactory services of providing outsourced staff to Govt. / PSU / Statutory Bodies, Industrial establishments. A Certificate to that effect shall be enclosed from atleast 3 such bodies.
- 1.25 The initial engagement with the successful bidders shall be for a period of one (1) year, subject to review of performance every six months. Based on the satisfactory services of the bidder and availability of work, it may further be extended at the sole discretion of WIRC OF ICAI

SECTION - 2

ELIGIBILITY CRITERIA

ELIGIBILITY CRITERIA

1. Eligible Bidder shall be a company or firm having their registered office in India and must be incorporated or registered under any of the following Acts - The Companies Act, 1956/2013 or The Partnership Act, 1932 or LLP Act and the Societies Registration Act, 1860.
2. The Bidder should have at least five years of experience and satisfactory performance in providing manpower to Central govt Ministries/Departments, Public Sector Undertakings, Autonomous / Statutory Bodies, Banks, Multinational Companies and other industrial establishments. The track record of the bidder will be subject to verification by WIRC of ICAI.
3. The Bidder should have experience of providing such services on sufficiently large scale. The Agency should have satisfactorily completed at least two such works where it has provided at least 100 persons in each organization during the last 2 years.
4. The minimum average annual turnover of the Bidder during the last three (3) financial years should not be less than Rupees Ten Crores from similar services.
5. The Bidder should have PAN, GST Registration, ESI, PF etc. and should have license under The Contract Labour (Regulation and Abolition) Act, 1970 (proof in this regard may be attached).
6. The Bidder should not have been blacklisted or debarred by any Government Organization/PSU etc during last five years. The firm/agency shall furnish an undertaking to this effect on its letter head duly signed by authorized person of the firm/Agency/company.
7. The Bidder should have an office in Mumbai.
8. WIRC of ICAI can change / modify any of the above conditions, at any stage.
10. The Bidder should submit the satisfactory Performance report of working experience from their client from Central Govt. Ministries/Departments, Public Sector Undertakings, Autonomous/Statutory Bodies, Banks, Multinational Companies etc.
11. Non-compliance with any of the aforementioned conditions by the bidder shall amount to non-eligibility and such tender shall be summarily rejected.

SECTION – 3

GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL CONDITIONS OF CONTRACT (GCC)

1. APPLICATION

These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the Tender, the interpretation/clarification of the WIRC of ICAI shall be final and binding on the Agencies.

2. CLARIFICATIONS

During pre qualification and technical evaluation of the Proposals, WIRC of ICAI may, at its sole discretion, ask Bidders for clarifications on their proposal. The Bidders shall respond within the time frame prescribed by WIRC of ICAI. Any word used in singular shall have the connotation of plural as well.

3. AMENDMENTS IN TENDER

WIRC of ICAI 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 the Tender document and Bidder shall submit 'original' addendum duly signed and stamped in token of his acceptance. For addendum issued during the Bidding period, Bidder shall consider the impact in his Bid. For addendum issued subsequent to receiving the Bids, Bidder shall follow the instructions issued along with addendum with regard to submission of impact on quoted price/revised price, if any.

4. DISQUALIFICATIONS

WIRC of ICAI may at its sole discretion and at any time during the evaluation of Proposal, disqualify any bidder, if the bidder has submitted the Bids after the last date for submission. made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinate delay in completion of contractual obligations or financial failures, etc. in any work in the preceding three years; submitted a proposal that is not accompanied by required documentation or is non-responsive failed to provide clarifications related thereto, when sought submitted more than one Proposal declared ineligible by the Government of India or any other body for corrupt and fraudulent practices or blacklisted and submitted a proposal with price adjustment/variation.

5. PREPARATION OF PROPOSAL

The bidder shall comply with the following related information during preparation of the Proposal-

The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Proposal. The Proposal shall be typed or written in indelible ink (if required) and shall be signed by the Bidder or duly authorized person(s) to bind the Bidder to the contract. The authorization letter shall be supported by

written power of attorney and shall accompany the Proposal. The covering letter shall be on the letter head of the Bidder.

Bidders are not permitted to modify, substitute, or withdraw proposals after its submission.

6. SUBMISSION, RECEIPTS AND OPENING OF PROPOSALS

Technical & Financial Bids must be enclosed in separate sealed envelopes. During the course of evaluation of Bids, as well as during the period of contract, the WIRC of ICAI has the right to verify the statements or claims made by the Bidder.

Bidders should go through the Tender documents & should offer the Bids in sealed covers comprising of two sealed Packets, namely Technical Bid Packet – I & Financial Bid for WIRC of ICAI Packet - II, together placed in a third wax / tape sealed cover super- scribing “Tender for supply of manpower on contract basis”. The Technical Bids will be opened **21.01.2021 on 3.30 P.M** in the ICAI Tower, Mumbai - 400051 in the presence of the prospective bidders, if they wish to be present. Bidders will have to produce Authorization Letter from the organization before the Tender Committee. The Financial Bid of the Successful Bidders, who have been found technically qualified, will be opened at a later date which will be intimated separately.

All quotations and subsequent correspondence should be sent to the address given below:

The Regional Head, WRO of the Institute of Chartered Accountants of India, “ICAI Tower”, Plot No. C-40, ‘G Block, Bandra Kurla Complex (BKC), Bandra (East), Mumbai – 400 051

7. DEADLINE FOR SUBMISSION OF PROPOSALS

Proposals from Bidders, complete in all respects must be received by WIRC of ICAI at the address and by the last date and time specified in the Tender document.

8. SUFFICIENCY OF TENDER

8.1 Bidder must get acquainted with the proposed work and requirements, type of manpower, conditions of contract, services and other tender documents carefully before tendering. No request of any change in rates or conditions for want of information on any particular point shall be entertained after receipt of the tenders. In case of any discrepancies or uncertainty concerning anything contained in the tender documents, the bidder shall obtain the WIRC of ICAI’s clarification and quote his rates accordingly. No claim for additional payment shall be entertained, if the bidder fails to comply with this requirement.

No extra charges consequent upon any misunderstanding or otherwise shall be allowed.

8.2 The bidder must, prior to submitting his tender, make local and independent enquiries and obtain complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith, and must consider the nature and extent of all the probable and possible situations or interferences to or with the supply of manpower to WIRC of ICAI on contract basis, and must examine and consider all other matters, conditions and things and probable and possible contingencies, and generally

- all matters incidental thereto and ancillary thereof affecting the execution of the contract and which might influence it in making its tender.
- 8.3 The bidder shall be deemed to have full knowledge of the office and requirements whether or not he actually inspects them. The bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and costs quoted in the Quotation, which rates and costs shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for proper supply of manpower as envisaged in the tender.
- 8.4 Obtaining necessary NOCs/ approval/ sanctions from concerned statutory authorities by bidder is included in the scope of contract. No extra payment shall be made in this regards by WIRC of ICAI.
- 8.5 The tender shall be filled in, signed with all particulars, completed and submitted by one duly authorized to do so and he has to satisfy the WIRC of ICAI that he is competent and authorized to enter into a legally binding and valid contract.
- 8.6 The bidder is requested to study the tender document in detail and familiarize himself with all its conditions, before quoting the rates and any request for revision of rates or terms and conditions shall not be entertained in this regard.
- 8.7 Tender documents shall be filled in neat & legible writing, sealed & signed on each page. Over writing must be avoided. In case of overwriting the same shall be signed by the Contractor at each place.
- 8.8 No queries shall be entertained by the WIRC of ICAI or officials appointed by WIRC of ICAI regarding the process of selection, and the WIRC of ICAI's decision in this regard shall be final and binding on the prospective contractor.
- 8.9 The WIRC of ICAI reserves the right to modify / alter any of the conditions of the tender document by providing an Addendum / Corrigendum.
- 8.10 The right of acceptance of a tender shall rest with the WIRC of ICAI, which does not bind itself to accept the lowest tender, and reserves with it the authority to reject any or all the tenders received, without assigning any reason. All tenders, in which any of the prescribed conditions is not fulfilled or are incomplete in any respect, are liable to be rejected.

9. EARNEST MONEY DEPOSIT/SECURITY DEPOSIT

An Earnest Money Deposit (EMD) of **Rs. 3,50,000/- (Rupees Three Lakhs Fifty Thousand only) for WIRC of ICAI** in the form of Demand Draft/Pay Order (Minimum Validity of **3 Months**) drawn in favor of "WIRC of ICAI" may be submitted along with the Technical Bid, failing which their bids will not be considered as valid. The EMD of unsuccessful bidders will be returned after two week of award of contract.

If the bidder after submission of Tender revokes his bid or modifies the terms and conditions thereof during the validity of his bid, except where the WIRC of ICAI has given opportunity to do so, the EMD of the bidder , in such case be forfeited.

The Successful Bidder shall furnish to the WIRC of ICAI, within 7 days from the date of notification of award of contract, a **security deposit of Rs. 7,00,000/- for WIRC of ICAI** in the

form of Bank Guarantee with the validity of **fifteen months** from a Nationalised/Scheduled Bank in favour of the WIRC of ICAI On furnishing of Security Deposit by the successful bidder to WIRC of ICAI, the earnest money deposit will be returned to the bidder. In the event of non-compliance of any terms and conditions of the contract and non-performance of the contract, the total Security Deposit of **Rs. 7,00,000/-** (Rupees Seven Lakhs only) will be forfeited. Otherwise, the Security Deposit will be refunded after one (1) month of the closure/termination of the contract after adjusting pending dues/recovery, if any.

No interest shall be paid on the amount of Earnest Money and Security Deposit.

10. INDEMNITY

- a) The Service Provider shall keep WIRC of ICAI indemnified against all actions, suits and proceedings and any costs, charges, expenses, loss or damage incurred, suffered, caused to/sustained by WIRC of ICAI by reason of infringement of intellectual property rights of third party or any default or breach or lapse or negligence or non-observance of any rules, regulations, laws, byelaws etc. or non-performance or any non- payment by/on behalf of Service Provider.
- b) The Service Provider shall, at its own expense, defend, indemnify, and hold WIRC of ICAI harmless for damages, liabilities, claims, losses, costs, demands, suits, actions, and reasonable expenses (*including but not limited to reasonable attorneys' fees and settlement costs*) (collectively, "Damages") arising out of or related to any third party suits or claims brought against WIRC of ICAI (i) arising out of or related to the Service Provider's violation of any applicable laws, gross negligence, or willful misconduct, or (ii) arising out of or related to any physical damage to property, or personal injury or death, caused by Service Provider or any of its Affiliates, officers, directors, and employees.
- c) If any action in any court of law is brought by a third party against WIRC of ICAI or any of its representatives /officers for the failure or neglect on the part of Service Provider to perform any acts, matter, covenants or things under the Contract, or for any damage or injury caused by the alleged omission or negligence on the part of Service Provider, its agents/representatives or employees, Service Provider shall in all such cases be responsible and indemnify and keep WIRC of ICAI and/ or its representative/officers harmless from all losses, damages, expenses or decrees arising out of such action.

11. NO LIABILITY

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

In case of any loss that might be caused to WIRC of ICAI due to any lapse on the part of service provider or its employees discharging assigned duties and responsibilities, the same shall be borne by service provider and in this connection, the WIRC of ICAI shall have the right to deduct appropriate amount from the bills of service provider to make good such loss to WIRC of ICAI. In case of frequent lapses on the part of service provider or the employees deployed by service provider, the WIRC of ICAI shall be within its right to terminate the Contract forthwith without assigning any reason whatsoever and/or take such other action, as it may deem fit.

12. STATUTORY COMPLIANCES

That the service provider shall be wholly and exclusively responsible for payment of wages/salary to the employees engaged by it in compliance of statutory obligations under all related legislations as applicable to it from time to time including The Code on Wages, 2019, The Employees' Provident Fund and Miscellaneous Provisions Act, 1952, The Employees' State Insurance Act, 1948, etc. and WIRC of ICAI shall not incur any liability for any expenditures whatsoever on the employees engaged by the service provider/agency on account of its statutory obligations. The service provider/agency shall require providing particulars of EPF, ESI of its employees engaged in the WIRC of ICAI whenever called for. The Agency/Service Provider should have valid Registration under PF Act, ESI Act etc. and also valid license under The Contract Labour (Regulation and Abolition) Act, 1970.

The service provider shall timely disburse the wages to its personnel without any further deductions/recovery whatsoever for any reasons. The service provider shall submit a certificate on its letter-head each month along with its monthly bill certifying that it has paid to its employees wages for the previous month as per latest Govt. Laws/regulations and remitted the ESI subscription and EPF contribution and other statutory remittances/contribution accordingly. Besides, proof of distribution of payment (viz., copy of acquaintance roll with signatures of the employees), copy of the wages slip issued to the concerned employees having details of wage, copies of remittances towards EPF, ESI subscriptions etc., of the preceding month shall also be submitted while preferring bill of the following month.

The service provider shall at its own cost and initiative fully comply with all applicable laws of the land and with all applicable by-laws, rules, regulations and any other provisions having the force of law, made or promulgated or deemed to be made

or promulgated by any government, government agency or department, municipal board or any other government or regulatory body etc. and shall provide all certificates of compliance therewith as may be required by such applicable laws, by-laws, rules, regulations and orders etc. The service provider shall assume full responsibility for discharging of all statutory obligations such as wages, Leave Salary/ Leave Encashment, allowances, compensations, EPF, Bonus, Gratuity, ESI, etc. as are applicable relating to employees deployed in the offices of WIRC of ICAI. The cost or the dues for the deputees in terms of compliance of the following statutes shall be borne by the service provider and the WIRC of ICAI shall have no liability in regard thereto. In particular, the service provider shall ensure compliance inter-alia with the following enactments:

- I. The Code on Wages, 2019
- II. The Employees Provident Fund Act, 1952
- III. The Contract Labour (Regulation and Abolition) Act, 1970
- IV. V. The Payment of Gratuity Act, 1972
- VI. The Employees State Insurance Act, 1948
- VII. The Child Labour (Prohibition and Regulation) Act, 1986
- VIII. IX. The Maternity Benefit Act, 1961

13. TERM

The period of contract shall initially be for a period of One (1) year from the date of execution of contract subject to review of performance every three (3) months and may be extended, at the discretion of WIRC of ICAI, depending upon the satisfactory performance of the contract.

14. TERMINATION

Either party may terminate the contract, without assigning any reason, by giving Sixty (60) days notice in writing to the other.

In addition to any other rights or remedy available to WIRC of ICAI, the WIRC of ICAI may terminate the contract, at its option in whole or part, by giving a one month notice in writing, in case of any of the following violations by the Service Provider, if the violations are not remedied in the notice period to the satisfaction of the WIRC of ICAI.

- for Default to perform obligations under the Contract or if the services are not as per the specifications/satisfaction of the WIRC of ICAI or in the event of non adherence to time schedule by the Service Provider.
- becomes incapable of or unable to perform the Contract; death or dissolution of Service Provider or commencement of liquidation or winding up proceedings or appointment of a Receiver or insolvency of the Service Provider;
- Service Provider assigns or sub-lets the work under the contract without the prior written permission from the WIRC of ICAI;
- Service Provider violating any of the terms and conditions of the contract;
- Service Provider commits breaches (maximum three times) in disbursing the salary to its personnel deployed at WIRC of ICAI by the date specified herein.
- distress execution or other legal process being levied on or upon any of the Service Provider's assets.
- the Service Provider or any person employed by him makes an offer for any purpose in connection with the Contract by way of any gift, gratuity, royalty, commission, gratification or other inducement (whether in money or in any other form) to any employee or agent of the WIRC of ICAI. The decision of the WIRC of ICAI as to whether any of the event/contingencies mentioned above has occurred shall be final and binding upon the Service Provider.

However, the termination notice may be revoked provided the Service Provider rectifies the default within notice period to the satisfaction of the WIRC of ICAI. No consequential damages shall be payable to the Service Provider in the event of such termination.

15. CONSEQUENCES UPON TERMINATION

In the event of termination of contract, all the personnel deputed to WIRC of ICAI shall automatically stand withdrawn by the service provider and no liability whatsoever shall exist on the part of WIRC of ICAI on account of the termination of the contract.

16. ARBITRATION

All disputes or differences between the parties arising out of or in connection with the Tender or contract arising thereunder including but not limited to its existence, validity, interpretation, application, termination, performance and enforcement or alleged breach shall, in the first instance, be resolved by the parties amicably, failing which the dispute shall be referred to the sole arbitrator to be appointed mutually by the parties. The Arbitration and Conciliation Act,

1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. The seat of Arbitration shall be at Delhi and the language of the arbitration proceeding and that of all documents and communications between the parties shall be in English. The decision of the arbitrator shall be final and binding upon both the parties. All arbitral awards shall be in writing and shall state the reasons therefor. The expenses of the arbitration as determined by the arbitrator shall be shared equally by the parties.

17. JURISDICTION

Subject to the arbitration clause, any dispute between the parties arising out of this tender/Agreement shall be subject to the jurisdiction of the Courts at New Delhi only.

18. FORCE MAJEURE

That the obligations of the service provider shall be subject to 'Force Majeure'.

For the purpose of this clause, 'Force Majeure' means an event beyond the control of the service provider and not involving the service provider's or its personnel's fault or negligence and not foreseeable. Such events may include, but are not restricted to civil disturbance, riots, earthquakes, tempest and flood.

If a Force Majeure situation arises, the service provider shall promptly notify WIRC of ICAI in writing of such conditions and the cause thereof. Unless otherwise directed by WIRC of ICAI in writing, the service provider shall continue to perform its obligations under the Contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In case the performance of any obligations under the tender/ Agreement is prevented or delayed beyond a period mutually agreed to between WIRC of ICAI and the service provider due to any Force Majeure event, the WIRC of ICAI shall have the option to terminate the Agreement.

19. RELATIONSHIP

In performing the terms and conditions of the tender/ Agreement, service provider shall at all times act as an Independent Contractor. The Agreement does not in anyway create a relationship of principal and an agent between WIRC of ICAI and service provider. Service provider shall not act or attempt or represent itself as an agent of WIRC of ICAI

The Contract does not in any way create a master and servant relationship between the employees of service provider and WIRC of ICAI. Under no circumstances, the service provider's employees shall be considered as employees of WIRC of ICAI or shall such relationship be considered to exist.

20. ASSIGNMENT

Neither Party shall assign the contract or all or any of its rights or obligations herein to any person without the prior written consent of the other party.

21. CONFIDENTIALITY

The service provider and its employees shall not disclose any WIRC of ICAI's confidential information to anyone outside ICAI and use such information only in connection with the service provided to ICAI.

22. REPRESENTATIONS/ GRIEVANCES

The service provider shall comply with all representations, grievances of the employees deployed by it at the offices of WIRC of ICAI. The service provider shall be solely responsible for all the claims of its employees and shall ensure that its employees do not make any claims whatsoever against WIRC of ICAI. WIRC of ICAI shall have no liability in this regard.

23. AWARD OF CONTRACT

The contract shall be awarded to the Manpower Service provider agency, by conveying acceptance of the proposal by WIRC of ICAI through registered /speed post/ courier.

All the terms and conditions as stated in the Tender documents, Appendices and Acceptance conveyed by WIRC of ICAI shall constitute the contract between the Manpower Providing Agency /Service provider and WIRC of ICAI. The selected agency is expected to commence the Assignment on the date and supply the manpower at the location to be specified from time to time.

24. SERVICE OF NOTICES

All notices and other communications required or permitted to be given under Contract shall be in writing and shall be delivered or sent by personal delivery, electronic mail, facsimile transmission or registered or certified mail (return receipt requested) postage prepaid to the relevant Party addressed as herein below or as may from time to time be notified in writing by such Party to the other no less than 15 days' in advance. The notices and communications sent in such manner shall, unless the contrary is proven, be deemed to have been duly received on the date of personal delivery, two business days following delivery upon confirmation of transmission by the sender's facsimile machine or electronic mail device or ten business days following mailing by registered or certified mail (return receipt requested postage prepaid).

25. FORECLOSURE OF CONTRACT IN FULL OR IN PART

If at any time after acceptance of the tender, the ICAI decides to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the services to be carried out, it shall inform the service provider in writing to that effect and the Service Provider shall have no claim to any payment or compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the services in full but which he did not derive in consequence of the foreclosure of the whole or part of the services under the contract.

26. VALIDITY

The Bid shall be valid for 90 Days for acceptance from the date of opening of Bid.

27. CONTROL AND SUPERVISION

The service provider/ agency shall have full control over the employees deployed by it at the offices of WIRC of ICAI. It shall give necessary guidance and directions to its personnel to efficiently carry out the assigned duties and shall ensure that the employees deployed by it shall not act in any manner so as to cause any nuisance in the Premises or annoyance to WIRC of ICAI, its members, staff and any person connected with WIRC of ICAI in any capacity.

The service provider shall arrange to maintain the records of attendance including leave etc. of the employees. The employees shall abide by the leave rules as per the terms of their appointment with the service provider/agency. However, WIRC of ICAI shall inform to the service provider in prescribed formats the details of attendance, leave, sums recoverable from

the personnel deputed on the 1st day of every month. The employees shall abide by the working hours rules decided mutually between service provider/agency and WIRC of ICAI.

28. REPLACEMENT

The service provider shall provide replacement well in advance, if there is any probability of the personnel leaving the job due to his /her own personal reasons or proceeding on leave and or absence exceeding Seven (7) days at no extra cost.

If it is found that the personnel deployed are not performing satisfactorily the Service Provider shall provide a substitute or replacement as per the requirement of WIRC OF ICAI.

In case of delay/failure, penalty amounting to double the salary of the resigned employee shall be charged from the service provider. The minimum period of notice will be for 15 days for submission of resignation and relieving thereof by the personnel deputed to WIRC of ICAI. However, the personnel deputed have to serve for a minimum period of Three (3) months. Any shortfall in notice period and minimum period of service of the personnel who left WIRC of ICAI, proportionate payment will be recovered from the service provider.

29. PAYMENT TERMS

The Service Provider shall calculate the salary for the period from 1st day to last day of the previous month and shall submit the interim Bill in triplicate on 1st day of every succeeding calendar month along with the attendance record of all the outsourced employees deployed at all the locations for payment. WIRC of ICAI shall by 5th of every calendar month, release 75% of the interim billed amount subject to maximum the amount of Bank Guarantee, to Service Provider for disbursement of salary to the outsourced employees on or before 7th day of each month.

The Service Provider shall raise the final bill by 15th of the succeeding calendar month duly supported by the salary sheet, proof of submission of PF, ESI subscriptions to concerned authorities. The WIRC of ICAI, on verification of the same, shall release the balance bill amount to Service Provider within 10 days from the receipt of final bill. However, the payments to Service Provider would be strictly based on the Certification by the WIRC of ICAI that the services provided by Service Provider /outsourced employees are satisfactory. No wage/remuneration shall be paid to any outsourced employee of Service Provider for the days of absence from duty. Any deficiency in service will be dealt as per the terms of the contract and penalty will be levied accordingly.

On failure of Service Provider to disburse the salaries to the outsourced employees, on or before the date specified herein, the Bank guarantee submitted by Service Provider shall be invoked and no further advance shall be paid to Service Provider until a fresh/ renewed Bank Guarantee to the extent of Rs. 7,00,000/- is furnished. WIRC of ICAI shall continue to release the 75 % payment against interim bill till the Bank Guarantee is in force.

The personnel engaged by Service Provider and deputed to WIRC of ICAI shall be the employees of Service Provider and it shall be the duty of Service Provider to pay their salary every month in time. Service Provider shall pay the salary to all the outsourced employees so

employed on or before 7th of the succeeding month. If Service Provider does not disburse the salary to all the outsourced employees by the date specified hereinabove, penalty equivalent to double the amount payable to Service Provider for service charges shall be payable by Service Provider and shall be deducted from the bills accordingly. If Service Provider commits breach (maximum three times) in disbursing the salary to its personnel deployed at WIRC of ICAI by the date specified herein, WIRC of ICAI may by giving thirty (30) days advance written notice to Service Provider, terminate the contract.

30. WORKING HOURS/LEAVE

Working Hours will be 8 hours between 9.30 A.M. and 6.00 P.M. including half-an- hour Lunch Break normally from 1.00 p.m. to 1.30 p.m. with 6 working days from Monday to Saturday. The personnel deputed are eligible for 20 days leave per year which will get exhausted of the end of the year. However, personnel deputed depending upon the work may have to attend office beyond office hours during the working days and on holidays depending upon the exigencies of work. There is no provision for encashment of unavailed leaves by deputes.

If for any reason the personnel deputed proceeds on leave and shall remain absent from duty, he/she should properly intimate the concerned WIRC of ICAI Officers/Staff under whom he/she is working before such leave and absence. In case of Medical Emergency on the first day of taking such absence either official e-mail or telephonically inform clearly indicating the number of days he/she will be absent. The service provider shall provide a substitute in case the absence exceeds Seven (7) days without any extra cost and a penalty of Rs.1000 per day will be levied for any delay in providing the service.

31. VERIFICATION

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

32. OTHER TERMS & CONDITIONS

32.1 All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for each category.

32.2 The service provider shall immediately withdraw/ replace such personnel who are not found suitable by WIRC of ICAI for any reasons, if such request is made. The replacement shall be made within 2 days of such request being made by WIRC OF ICAI.

32.3 The personnel deployed by the service provider shall not claim any benefit/ compensation/ absorption/ regularization of services from WIRC of ICAI under the provision of the Industrial

Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 or any other labour law.

32.4 The employees of service provider shall not divulge or disclose to any person, any details, of WIRC of ICAI, operational processes, technical know-how, security arrangements and administrative/ organizational matters as all are of confidential/ secret nature.

32.5 The employees of service provider should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote good will and enhance the image of WIRC of ICAI. The service provider shall be responsible for any act of indiscipline on the part of employees deployed by him. Further, the service provider shall ensure proper conduct of the personnel deputed by them in WIRC of ICAI premises and enforce prohibition of alcoholic drinks, paan, smoking, loitering without work etc.,

32.6 That the employees deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of WIRC of ICAI.

32.7 The service provider shall issue employment cards to the persons so employed by him under rule 76 of the Contract Labour (Regulation & Abolition) Central Rules, 1971.

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

32.9 WIRC of ICAI shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the employees of the service provider.

32.10 The personnel of the agency/ service provider shall not join any agitation or resort to any demonstration or stoppage of work causing inconvenience to the public or visitors to the offices located in the Building.. The personnel shall render their sincere services during any kind of natural calamities to the extent possible. The personnel must not in any way act against the interests of the WIRC of ICAI.

32.11 An undertaking by the agency/service provider of compliance of all the terms & conditions mentioned above should be placed in the Technical Bid, clearly mentioning that the agency / service provider/ Contractor shall be liable for all Statutory Obligations and the WIRC of ICAI shall not be liable for any obligation during and after the period of Contract.

32.12 There shall be an automatic increase in the Minimum Wages of the personnel deputed by the service provider consequent upon any increase on such account effected by any Government Orders. However, service charge finalized through Tender shall remain fixed throughout the currency of the contract.

ANNEXURE – I

TECHNICAL BID (PACKET-I)
(On Original Letter Head of the Bidder)

Sl. No.	Particulars	To be filled up by the Tenderer
1	Name of the Agency	
2	(a) Details of EMD: i) Amount ii) Demand Draft/Pay Order No / UTR No. (in case of NEFT) iii) Date iv) Issuing Bank (b) Bank Details Bank Name, Branch, A/c. No. Type of Account, IFSC Code	
3	Date of Establishment of the Agency (Proof to be enclosed)	
4	Detailed office Address of the Agency with office Telephone Number, Fax Number and Mobile Number. (Proof to be enclosed)	
5	PAN Number. (Copy to be enclosed)	
6	GST Registration Number (Copy to be enclosed)	
7	Provident Fund Registration Number (Copy to be enclosed)	
8	ESI Registration Number (Copy to be enclosed)	
9	Professional Tax Registration Number (Copy to be enclosed)	
10	States Registration Numbers (Copies to be enclosed)	
11	Shop & Establishment Number (Copy to be enclosed)	
12	Trade License Registration Number (Copy to be enclosed)	
13	Proof of Labour License along with contract existing clients (Copy to be enclosed)	
14	Annual Turn Over of last 3 years i) ii) iii) (Copy of the Income Tax Return / Certified copy of Audited Balance Sheet from Chartered Accountant to be enclosed)	
15	Present database to meet the various requirements of the various type of manpower across entire India (Copy to be enclosed)	
16	Non Relation Certificate (Certificate to be enclosed)	

17	Whether the Agency has been blacklisted by any Govt. Organization / any Organization (Declaration Certificate to be enclosed)	
18	Proof of Existence of the Agency/Firm for the last 5 years	
19	Any other Registration (if any), (Copy to be enclosed)	
20	Names and designation of Authorized persons eligible to enter into contract. (Power of Attorney/ Affidavit in favour of person signing the papers to be enclosed)	
21	Name of contact person for conveying any information along with telephone numbers in absence of authorized person mentioned above.	
22	Copy of the undertaking of Compliance of all terms & conditions	
23	Performance Certificate (Attested Copies) issue by the client to the tender (Which should have minimum rating of satisfactorily) for the last three years should be signed by clients authorized signatory and it should also be further signed by tendered along with the seal of the Firm/Agency.	

(Signature of Authorized Person)

Place:

Name :

Date:

Designation: Office Seal:

Business Address:

ANNEXURE – II

DECLARATION - A

(On original Letter Head of the Bidder)

The Regional Head,
WIRC of ICAI
ICAI Tower,
Plot No.C-40, 'G' Block,
Bandra Kurla Complex (BKC),
Bandra (East)
Mumbai – 400 051

Dear Sirs,

Sub: Tender for Supply of manpower on contract basis for WIRC OF ICAI

Having examined the Tender Documents, we, M/s _____, offer our proposals for supply of manpower on contract basis and are in full conformity with the said Tender document. We have read the provisions of Tender documents and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.

I/We herewith deposit Demand Draft/Pay Order (minimum validity of 3 months) of Rs.3,50,000/- (Rupees Three Lakhs Fifty Thousand only) from Nationalized Bank drawn in favor of WIRC of ICAI as Earnest Money Deposit for the due execution of the works at my/our tendered rates, together with any variations should the work be awarded to me/us.

In the event of this tender being accepted, I/We agree to enter into and execute the necessary contract required by you. I/We do hereby bind myself/ourselves to forfeit the aforesaid Earnest Money Deposit of Rs.3,50,000/- (Rupees Three Lakhs Fifty Thousand only) in the event of our refusal or delay in signing the Contract. I/We further agree to abide by the terms and conditions as stipulated in the tender documents.

I/We agree to keep our tender open for 90 (Ninety) days from the date of opening of tender.

I/We enclose the completed tender documents duly signed under two separate sealed envelopes, the Earnest Money Deposit. Rs.3,50,000/- (Rupees Three Lakhs Fifty Thousand only) and the Cost of Tender Form Rs. 1,180/- (Rupees One Thousand One Hundred Eighty Only) by Bank Drafts /Pay Orders.

Further I/We agree upon as below:

1. I/We, the undersigned, hereby offer to undertake the cited work at the respective rates quoted by me/us in the Financial Bid in strict accordance with the contract conditions and instructions issued / to be issued by WIRC of ICAI and / or their representatives, from time to time.
2. I/We agree that this tender shall remain open for acceptance for 90 days from the last date of opening of the tenders.

3. I/We undertake to supply the manpower, as required by WIRC of ICAI from time to time, within the stipulated period as mentioned in the tender documents.
4. I/We further agree that within seven days of issue of intimation of acceptance of my/our tender, I/We shall be bound to execute the contract by signing in accordance with the draft agreement. I/We also agree that the written intimation of acceptance by WIRC of ICAI in this regard, shall constitute a binding agreement between WIRC of ICAI and me/us, whether such formal contract is or is not subsequently entered into. I/We also agree that our contract shall stand cancelled and also you shall be at liberty to forfeit the Earnest Money Deposit in case I/We do not supply the required manpower within 15 days of intimation of acceptance of my/our tender.
5. I/We shall not assign the contract nor shall I/We sublet any portion of the contract, except with prior written consent of WIRC of ICAI.
6. I / We accept that you are neither bound to accept the lowest tender nor bound to assign any reason for rejecting or returning of my / our Tender.

Thanking you,

Yours faithfully,

(Signature of Authorized Person)

Place:

Signature:

Date:

Name:

Witness with Signature:

1. Name & Address

2. Name & Address

ANNEXURE-III

**DECLARATION – B
(On Original Letter Head of the Bidder)**

The Regional Head
WIRC of ICAI
ICAI Tower,
Plot No.C-40, 'G' Block,
Bandra Kurla Complex (BKC),
Bandra (East)
Mumbai – 400 051

Dear Sirs,

Sub: Tender for Supply of manpower on contract basis

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

(Signature of Authorized Person)

Place:

Name :

Date:

Designation:

Office Seal:

Business Address:

Witness with Signature:

1) Name & Address:

2) Name & Address:

SECTION - 4

CHECK LIST

CHECK LIST

The following documents shall be placed in an envelope and it should be wax sealed and super-scribed, as “**Technical Bid for supply of Manpower Services to WIRC of ICAI**” (**Packet-I**).

1. Duly completed Tender Form.
2. Earnest Money Deposit (EMD) (Demand Draft/Pay Order of Rs. 3,50,000/- (Rupees Three Lakhs Fifty Thousand only) and the Tender Form of Rs. 1180/- (Rupees One Thousand One Hundred Eighty Only).
3. Notice Inviting Tender
4. Terms and Conditions of the Tender duly signed by the Tenderer.
5. Annexure I to III duly filled in & signed should be enclosed with Technical Bid.
6. Registration No. of the Firm/Agency (Attach Attested Copy of Certificate).
7. PAN Card of the Firm/Agency (Attach Attested Copy of PAN Card), GST Registration No.
8. Provident Fund Account No. of the Firm/Agency (Attach Attested Copy of Certificate).
9. ESI No. of the Firm/Agency (Attach Attested Copy of Certificate).
10. The details of the annual Turnover for the last three years should be furnished on their letter head duly signed by the Authorized Signatory and should be verified by submitting the copy of Income Tax Returns of the respective Financial Years.
11. Copies of Work Order(s) issued by Tenderer’s clients.
12. Performance Certificate (Attested Copies) issued by the clients to the tender (which should have minimum rating of satisfactory) for the last Three (3) years should be signed by client’s authorized signatory and it should also be further signed by tenderer along with the seal of the Firm/Agency.
13. Financial Bid as specified in Annexure -IV must be submitted in separate wax sealed envelope and it should be super-scribed as “**Tender for Supply of Manpower Services to WIRC of ICAI**” (**Packet – II**).
14. Both separate wax sealed envelopes (**Technical Bid – Packet-I** and **Financial Bid- Packet-II**) may be placed in a single large envelope super-scribed as “**Tender for Supply of Manpower Services to WIRC of ICAI**” and it should also be wax sealed.

Signature of the Tenderer
With Seal of the Firm/Agency