

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA (ICAI)

TENDER FOR PROVIDING <u>ELECTRICAL MAINTENANCE SERVICES</u>

ΑT

CENTRE OF EXCELLENCE (COE) ICAI BHAWAN, PLOT NO. 10& 11, FINANCIAL DISTRICT, NANAKRAMGUDA, GACHIBOWLI, HYDERABAD - 500032

TECHNICAL BID

(Part-I)

	<u>(1 a1 t-1)</u>
Particulars of Bidder:	
M/s.	
Address	
Tel. No.	
Name of the Person	
Signing the tender	
Mobile No.	
E-mail ID	
LAST DATE FOR SUBMISSION	:
OF SEALED TENDERS	
TOTAL NUMBER OF PAGES	•

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Part –I

Technical & Commercial Bid

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FINANCIAL BID

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THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA (ICAI)

H.O.: "ICAI Bhawan", Indraprastha Marg, New Delhi - 110 002 COE: Centre of Excellence, ICAI Bhawan, Plot No.10&11, Financial District, Nanakramguda, Gachibowli, Hyderabad - 500032

NOTICE INVITING TENDER (PRESS)

ICAI invites sealed tenders in Two Bid system (Techno-commercial and Financial Bids in two separate covers) from reputed, well established and eligible Contractors for providing Catering Services at its office located at Centre of Excellence, ICAI Bhawan, Plot No.10&11, Financial District, Nanakramguda, Gachibowli, Hyderabad - 500032. The Tender Forms can be downloaded from ICAI's website www.icai.org & www.coeicai-hyd.com. The last date for submission of sealed tender is 19.03.2021 upto 2.00 P.M.

ACTING SECRETARY ICAI

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA (ICAI)

H.O.: "ICAI Bhawan", Indraprastha Marg, New Delhi - 110 002

COE: Centre of Excellence, ICAI Bhawan, Plot No.10&11, Financial District, Nanakramguda, Gachibowli, Hyderabad - 500032

NOTICE INVITING TENDER (WEBSITE)

ICAI invites sealed tenders in Two Bid system (Techno- commercial and Financial Bids in two separate covers) from reputed and experienced Electrical Service Agencies for providing Electrical Maintenance Services for the related equipment located at its Centre of Excellence, Plot No.10&11, Financial District, Nanakramguda, Gachibowli, Hyderabad – 500032.

RELEVANT INFORMATION AT A GLANCE

		VIII III ORMITIONITI II GENICE
1.	Name of the Work	For providing Electrical Maintenance Services at ICAI CENTRE OF EXCELLENCE located at ICAI Bhawan, Plot No.10&11, Financial District, Nanakramguda, Gachibowli, Hyderabad – 500032
2.	Cost of tender documents	Rs.1,000/- plus GST in the form of demand draft only favouring "Secretary, The Institute of Chartered Accountants of India", payable at Delhi.
3	Last date for submission of tenders	19.03.2021 up to 2.00 P.M. Bids may be dropped in the Box placed at Centre of Excellence, ICAI Bhawan, Plot No.10&11, Financial District, Nanakramguda, Gachibowli, Hyderabad – 500032.
		Alternatively, Tenderers may send the Bids through Speed Post or through courier at the address mentioned herein so as to reach before the last date of submission. The ICAI will not be responsible for any postal/courier delay in receipt of Bid documents. Bids received after due date and time shall be rejected summarily.
4.	Earnest Money Deposit	Demand Draft for Rs.40,000 /- (Rupees forty Thousand only) drawn in favour of Secretary, The Institute of Chartered Accountants of India, payable at Delhi. towards Earnest Money Deposit (EMD).
5.	Date of opening the Technical Bid (Cover-1)	The Technical bids shall be opened at 3.00 PM on 19.03.2021 or on any other date & time as per discretion of ICAI even if bidders are not present. In the event, the specified date of bid opening is declared as a holiday for ICAI, the bid shall be opened on the next working day at the specified time and location.
6.	Date of opening of Financial bid (Cover –2)	After evaluating the Technical bids on ICAI Parameters, the Financial bids of successful bidders shall be opened on same day or any other date in the discretion of ICAI as notified even if bidders are not present. In the event, the specified date of bid opening is declared as a holiday for ICAI, the bid shall be opened on the next working day at the specified time and location.
7.	Validity of Tender	Tender shall be valid for 90 Days for acceptance from the date of opening of Techno-commercial Bid.
8.	TDS (Income Tax)	As Applicable
9.	Security Deposit/ Performance Bank Guarantee	The successful Bidder shall be required to furnish within 15 days of acceptance of his bid, Bank guarantee / DD in favour of The Secretary, ICAI for performance equal to Rs.1,00,000/- (Rupees one lakh only) or 10% of the Annual Contract value whichever is higher, with the ICAI in the manner indicated in General Conditions of Contract. In case, the successful Bidder fails or refuses to sign the agreement or furnish the bank guarantee within

		the period as indicated above, the earnest money deposit (EMD) shall be forfeited.
10.	Amount in words	Bidder shall write amount in figures and in words, in case of any discrepancy, amount in words shall be considered as final and binding on both parties.

Note:

- Electrical Maintenance Services would be required at Centre of Excellence at ICAI Bhawan, Plot No.10&11, Financial District, Nanakramguda, Gachibowli, Hyderabad 500032 spreading in 2.8 acres of land having Admin Block and Residential Block with 39 rooms and 04 flats of three bed room each, 04 classrooms, 01 Auditorium, two storey administrative block and cafeteria. Bidders are advised to visit the premises at aforesaid address in the office hours where they can contact Mr. S.V. Ramana Reddy, Executive Officer, Mobile No.9515378026.
- 2. ICAI reserves rights to reject any tender / bid at any stage and/or time fully or partly for whole process and/or for particular contractor and also reserves all rights at any time to add, alter, modify, change, edit & delete any item and/or condition at any stage and/or vary all or any of these terms and conditions or replace fully or partly for whole process and/or for particular contractor or vary all or any of these terms and conditions or replace without assigning any reasons whatsoever. In this regard, the decision of ICAI shall be final and binding on all the participants.
- 3. ICAI reserves right to reject any or all tenders / bids and the entire tender process without assigning any reason whatsoever.
- 4. Canvassing in any form in connection with the tender is strictly prohibited and the tender submitted by the Electrical Services Agency which resorts to canvassing is liable to be rejected.
- 5. ICAI or its representatives shall not entertain any bidder, during the period, the selection of Contractor is in process.
- 6. ICAI reserves the right to verify the particulars furnished by the tenderer/bidder, independently.
- 7. In no case, the request of bidder for change or modification in any terms and conditions related to payment shall be entertained.
- 8. ICAI reserves the right to modify any condition of Tender documents at any time. ICAI can also issue corrigendum to this tender by notifying the same at www.icai.org.
- 9. ICAI reserves the right to award contract in full or in part to one or more bidder(s)/ contractor(s) without assigning any reason, whatsoever.
- 10. ICAI also reserves the right not to accept the lowest bid.

Section - I

ELIGIBILITY CRITERIA

General Eligibility

This invitation to respond to the Tender is open to such qualified and reputed Electrical Service Agencies which are registered and have their registered office in India. Along with the General Eligibility criteria, bidder has to satisfy the following criteria:

- 1. The Bidder shall have its registered office, preferably in Hyderabad and in case of firm / company having registered office in any other State/Union Territory; it must have its Branch office in Hyderabad.
- 2. The Bidder should have average annual turnover of Rs.30.00 Lacs during the last three financial years ending on March, 2020. Copies of the P&L Account and Balance Sheet duly certified by the Chartered Accountant must be enclosed with the Tender document.
- 3. The bidder shall have experience in providing Electrical Maintenance Services to the Govt. Departments/Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India or State Government or Public Sector Banks or Local Bodies/ Municipalities and must have executed or have a running single work order/contract value more than Rs.10 Lakhs, in the last three financial years. The details including names and address of such organizations along with the value of contract to be provided as part of Technical Bid.
- 4. The Bidder shall have minimum 3 years experience in providing Electrical Maintenance Services / Electrical manpower supply.
- 5. The bidder shall have the required strength of Electrical Maintenance servicing personnel associated with them with required qualification. The **Agency must have 'A' Grade Licence in Electrical Services**, else the bid would be summarily rejected. The personnel deputed also must have required educational qualification and need to provide certificates as a proof at the time of deputing its personnel.
- 6. There should be no case pending with the Courts/Arbitral Tribunals against the Proprietor/ Firm/ Partner or the Company (Agency). A Declaration to this effect be provided.
- 7. The Bidder shall have the following Registrations where ever applicable and details of the same shall be provided in the Technical Bid:
 - (a) PF & ESI Registration as applicable
 - (b) GST Registration
 - (c) Valid License ('A' Grade) issued by the Government.
 - (d) Proof of compliance of other statutory requirements
 - (e) Income Tax return filed copy
 - (f) Copies of contracts already executed and those in hand along with their value. Also provide the details of name & contacts of the existing clients.
 - (g) Statement indicating financial status, total manpower engaged in various other contracts
 - (h) Proof of Registration of firm /Agency along with Proprietary Certificate/Partnership Deed, MOA, AOA, and Incorporation Certificate as the case may be.
 - (i) Profile of the Company / Agency/ Firm
 - (j) Proof of registration with DGR, if any.

Section - II

INSTRUCTIONS TO TENDERERS

- 1.1 The bidders are advised to examine each and every clause of Tender documents carefully. Bidder shall submit the Tender Documents duly signed and stamped on each page of tender in token of his acceptance along with his bid.
- 1.2 Bid shall remain valid for 90 days from the date of opening of Part-I i.e. Techno commercial Bids
- 1.3 Sealed tenders are invited under two bid system directly from the established, registered, reputed Electrical Maintenance Service agencies/firms/companies having wide infrastructure across the country for providing Electrical Maintenance Services to the ICAI COE, Hyderabad. The cost of tender document is Rs. 1,000/- (Rupees One Thousand Only) plus GST @18% in the form of Demand Draft from any scheduled bank should be drawn in favour of Secretary, The Institute of Chartered Accountants of India, payable at New Delhi is to be submitted along with the Tender/application form. The non- submission of cost of tender form may lead to rejection of the bid

1.1 CLARIFICATION REQUESTS BY BIDDER

- 1.4.1 Although the details presented in this Tender Documents comprising of conditions of contract, scope of work etc, have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood.
- 1.4.2 Bidder shall examine the Tender documents thoroughly in all respect.
- 1.4.3 Any failure by Bidder to comply with the aforesaid requirement shall not absolve the Bidder from liability, after subsequent award of contract, from performing the work in accordance with the tender Documents.
- 1.4.4 Before tendering, the tenderers are requested to visit the site and satisfy themselves fully regarding the nature of the work and get required clarifications from the ICAI, if any. No plea with respect to want of information or clarification on any particular point shall be entertained after the bid has been received.

1.5 AMENDMENT OF TENDER DOCUMENT

- 1.5.1 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 / corrigendum during the Bidding period and subsequent to receiving the bids.
 - Any addendum / corrigendum thus issued shall become part of Tender document and Bidder shall submit 'original' addendum/corrigendum duly signed and stamped in token of his acceptance.
- 1.5.2 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.

2. EARNEST MONEY DEPOSIT

- 2.1 The bid must be accompanied by Earnest Money Deposit (EMD), for the amount of Rs.40,000/-/(Rupees forty Thousand Only) in the form of a Demand Draft drawn on any Nationalized/Scheduled Bank in favour of Secretary, The Institute of Chartered Accountants of India, payable at New Delhi and the same is to be submitted along with the Technical Bid. No interest shall be payable on EMD.
- 2.2 If the bidder, after submission, revokes his bid or modifies the terms and conditions thereof during the validity of his bid except where the ICAI has given opportunity to do so, the earnest money deposit submitted by Bidder shall, in such case, be forfeited.
- 2.3 ICAI may at any time cancel or withdraw the invitation to bid without assigning any reason and the earnest money deposit submitted by Bidder shall in such case be refunded to him/it.

2.4 The successful Bidder shall be required to furnish within 15 days of acceptance of his bid along with Bank guarantee for performance equal to Rs.1,00,000/- (Rupees one lakh only) or equivalent to 10% of the Annual Contract value whichever is higher, with the ICAI in the manner indicated in General Conditions of Contract. In case, the successful Bidder fails or refuses to sign the agreement or furnish the bank guarantee within the period as indicated above, the earnest money shall be forfeited.

No interest shall be payable on the Performance security.

3. **DOCUMENTS COMPRISING THE BID**

- 3.1 ICAI intends to fully evaluate the technical and commercial submissions.
- 3.2 Bidder is requested to furnish the complete and correct information required for evaluation of his Bid. If the information / documentation forming basis of evaluation is found incomplete / incorrect the same may be considered adequate ground for rejection of the bid.
- 3.3 Bidder shall arrange his/its bid in the following order:

I) PART-I TECHNICAL PART (BID)

Technical part shall comprise of the attachments, specifying attachment number arranged in the order as follows:

- a) Submission of Declaration letter along with Tender document, DD against the cost of tender form, Earnest Money Deposit and its details.
- b) Power of Attorney in favour of authorized signatory of the Bidder.
- c) Organization details
 - In case of a proprietorship firm, the name and address of proprietor, and attested copy of 'Certificate of registration of firm'.
 - In case Bidder is a partnership firm, attested copy of the partnership deed.
 - In case of company (whether private or public), attested copy of the 'Certificate of Incorporation' together with attested Memorandum / Articles of Association, along with certified copy of the Board Resolution for decision of the company to participate in bids.
- d) Composition of the Electrical Maintenance Services Agency Full particulars (whether contractor is an individual, or a partnership firm, or a company etc) of the composition of the Electrical Service Agency in detail should be submitted along with name(s) & address(es) of the partners/copy of the Articles of Association /Power of Attorney/any other relevant document.
- e) Work experience during the specified period Copies of the detailed work orders indicating date of award, value of awarded work should be enclosed as proof of the work experience along with a consolidated Statement of the same.
- f) **Details of completed works** The client-wise names of work(s), year(s) of execution of work(s), awarded and actual cost(s) of executed work(s), name(s) and full contact-details of the officers /authorities /departments under whom the work(s) was/were executed should be furnished.
- g) Credit worthiness of the Tenderer and its turnover during the specified period

Balance sheets of last 3 years should be enclosed ending on March, 2020.

- h) Name(s) & Address(es) of the bankers of the Tenderer and their contact details.
- i) List of staff / office bearers with their qualification and experience.
- j) Copies of labour license, works contract registration and GST registration certificate, Proof of registration with DGR, if any, Proof of Registration with ESI & PF Commissioner with separate code, Proof of compliance of other statutory requirements; Income Tax clearance certificate, Profile of the Company / agency/ firm.
- k) Check list of submission of bid.
- 1) Any other relevant document, Bidder desires to submit.

II) PART-II PRICED FINANCIAL PART (PRICE BID)

a) Priced-financial Part shall be submitted duly filled in. Also enclose a copy of Gazette of the

Government w.r.t. base of wages of Electrical personnel (both skilled and unskilled).

b) No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in Price part of bid. ICAI shall not take cognizance of any such statement and may at its discretion reject such price bids.

4.0 SUBMISSION OF BID

4.1 SUBMISSION IN TWO SEPARATE ENVELOPS

4.1.1 Technical and Financial part must be submitted in separate sealed envelopes clearly mentioned as "Technical Bid" and "Financial Bid" and both the sealed envelopes to be put into another envelope and it should be superscribed as "Tender for providing Electrical Maintenance Services at ICAI Centre of Excellence located at ICAI Bhawan, Plot No.10&11, Financial District, Nanakramguda, Gachibowli, Hyderabad – 500032.

I) PART-I- TECHNICAL PART

- a) This part shall contain technical bid. This envelope shall comprise the signed copy of Tender documents, addendum (if any), the information listed for submission in Part-I under Para 3.3 (I) above. Techno-commercial bid disclosing prices shall be summarily rejected.
- b) The envelope shall have following information clearly written on the outside of the envelope, failing which ICAI will assume no responsibility for the misplacement or premature opening of the bid.

Part-I - Technical Part

II)

"Technical Bid for Providing Electrical Maintenance Services at ICAI Centre of Excellence located at ICAI Bhawan, Plot No.10&11, Financial District, Nanakramguda, Gachibowli, Hyderabad – 500032"

Original earnest money deposit (EMD shall also be enclosed in this part.)	
From: Address of Bidder:	_
Due date & time of Submission:	

PART-II SEALED PRICED FINANCIAL PART

a) This part of the bid shall contain the Schedule of Rates, duly filled in all respects and other information specifically requested for submission in price part under Para 3.3 (II) above. The envelope shall have the following information clearly written on outside of the envelope, failing which ICAI will assume no responsibility for the misplacement or premature opening of the bid.

PART-II —FINANCIAL/PRICE PART

"Financial Bid for Providing Electrical Maintenance Services at ICAI Centre of Excellence located at, ICAI Bhawan, Plot No.10&11, Financial District, Nanakramguda, Gachibowli, Hyderabad – 500032"

Name and Address of Bidder:	
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4.2 Address to which bids are to be sent (Post/Courier/Hand /etc.)

The Secretary
The Institute of Chartered Accountants of India
Centre of Excellence
ICAI Bhawan
Plot No.10&11, Financial District
Nanakramguda, Gachibowli
Hyderabad – 500032

Bid received after the time and date fixed for receipt of bid is liable for rejection. In case of incomplete submissions, ICAI shall not be under any obligation to give the bidder an opportunity to make good such deficiencies and ICAI may at its discretion treat such bids as incomplete and not consider for further evaluation. Incomplete Bids or Bids received without Earnest Money Deposit (EMD) or Bids received after due date and time of submission will be rejected summarily.

4.3 SIGNING OF TENDER

The Tender shall contain the name, place of business and other prescribed details of the person(s) making the Tender and shall be sent by the Tenderer under his signature. Partnership firms shall furnish full names of all the partners and shall annex a copy of the Partnership Deed with the Tender. It shall be signed in the partnership name by all the partners or by duly authorised representative followed by the name and designation of the person signing. Tender by body corporate shall be signed in the name of body corporate by a person duly authorised to do so. All the pages/documents of the Tender should bear the signature of the tenderer with date. All the entries by the tenderer should be in one ink & legibly written. Any overwriting, corrections & cuttings should bear dated initials of the tenderer. Corrections should be made by writing again instead of shaping or over-writing.

Rates should 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 shall be taken as final.

4.4 TECHNO-COMMERCIAL DISCUSSIONS

Bid of the bidder who submits the required EMD shall be taken up for detailed evaluation. Techno-commercial discussions with bidder shall be arranged, if needed.

5. AWARD OF WORK

5.1 The bidder whose bid is accepted by ICAI shall be issued Letter of Intent (LOI). Bidder shall confirm acceptance by returning a signed copy of the LOI. The successful bidder shall be required to execute a formal agreement in accordance with the 'Proforma of Articles of Agreement' within 15 days of receipt of LOI/Detailed Letter of Award.

Contract Documents to be signed between ICAI & selected bidder shall consist of the following:

- a) Agreement
- b) Letter of Intent/ Detailed letter of award
- c) Original Tender document
- d) Addendum / Corrigendum issued to bidder, if any.
- 5.2 ICAI reserves the right to award the work to more than one bidder on the rates approved by ICAI for better service options.

Section III

SCOPE OF WORK

Electrical Maintenance Services would be required for the electrical related equipment located at Centre of Excellence at ICAI Bhawan, Plot No.10&11, Financial District, Nanakramguda, Gachibowli, Hyderabad – 500032 spreading in 2.8 acres of land having residential blocks, classrooms, administrative block and cafeteria.

Broad Scope of Work

- 1. The broad duties of the Electrical Maintenance Services (AMC) shall include, but not restricted to the following:
 - Operation and Maintenance of complete 11 KV system comprising of 11KV, AB Switch, HG Fuse, Circuit Breakers, Transformer and Associated Protections, etc.
 - Operation and Maintenance of complete LV system comprising of LV Distribution Panels,
 Power Factor Capacitors, LV cabling and LV equipment.
 - Operation of Diesel Generating sets including operation and maintenance of Diesel Generating
 Sets Control Panel. Shall co-ordinate with DG set supplier / Maintenance AMC Agency for
 routine preventive/Maintenance of contractor for routine preventive / break down
 maintenance.
 - Operation of UPS system, such as Co-ordination with UPS equipment supplier/maintenance contractor for routine preventive maintenance / breakdown of UPS system.
 - Operation and Maintenance of complete Lighting System covering lighting distribution boards, lighting cabling / wiring, light fittings, etc.

- Maintenance of complete earthling system within the premises.
- All the abovementioned to be maintained properly and data shall be logged in the log book as per the standard procedure.
- Carrying out of any minor modifications in the electrical connections, if required with the consent of the ICAI only.
- Replacement of parts / components / sub-assemblies to be carried out as and when required
 would be supplied by ICAI, however, the Agency has to maintain stock book of the same and
 to submit report on monthly basis.
- Overall day to day maintenance of all the above items/electrical items of the premises for trouble free operation.
- Data logging of the equipment for which the ICAI is entered into AMC with the respective manufacturers.
- Co-ordination with the agencies with whom the ICAI is entered into AMC for the maintenance of the other electrical equipment.
- The Agency would be responsible for carrying out 24 hours preventive and emergency maintenance services pertaining to electrical equipment and ensure an un-interrupted power supply in the said premises. Besides this, the Agency is responsible for maintenance of entire electrical system and electrical parts of the equipment installed in the premises, such as:
 - a. A/C Chiller Plant
 - b. Grundfos Pumps
 - c. Submersible Pumps
 - d. Diesel Generator (DG) Set
 - e. Electrical related equipment/system of the entire CoE of ICAI, Hyderabad premises

The Agency is also responsible for operation of DG Set, A/C Chiller Plant, Grundfos Pumpsets, Sub-mersible pumpsets and any other such related works that may be required in the said premises from time to time through electrical personnel deputed at the premises.

- The electrical personnel appointed by the Agency should have knowledge of LT & HT knowledge, substation and all switches.
- The electrical manpower should maintain a log book for sub-station/machines, Generator Diesel levels, etc. with keeps track of all the parameters of working machines. The 1st shift electrical personnel must hand over the working machines as maintained in log book to the next shift electrical personnel and that personnel should follow the same without fail.
- In case of expiry of electrical AMC and in case of allotment of Electrical AMC to the new Agency, the existing Agency should hand over all the equipments in working condition and also log books maintained to the new party appointed by the ICAI.
- To ensure safety of the electrical assets of the ICAI against theft, pilferage & misappropriation, etc.
- To prevent unauthorized persons entering in to the Electrical/sub-station area of the ICAI.
- To prevent entry of animals in the Eectrical/sub-station area of the ICAI.
- To bring to the notice of authorized representative of ICAI about any defects of electrical equipments located in the premises of CoE of ICAI, Hyderabad.
- To lodge electrical related complaints with the electrical authorities in case of power downs or related in consultation with the competent authority of the ICAI.
- The requirement of electrical maintenance services through the appointed Agency is required for 24 hours (round the clock) consisting of 08 hrs. shift for each personnel.
- The electrical services are to be provided at the following location/ premises of the Institute with the following manpower:

Sl. No.	LOCATION	No. of Electrical Personnel to be deputed (Unskilled)	Electrical Supervisor (Skilled)
1.	Centre Excellence of ICAI, ICAI Bhawan, Plot No.10&11, Financial District, Nanakramguda, Gachibowli, Hyderabad - 500032.	Per 8 Hours of Duty (03 Personnel)	General Shift, i.e., 09.00 AM TO 06.00 PM and in case of Emergency he should be available round the clock. (01 Personnel)

Safety Rules:

- From the date of execution of this Order, the electrical maintenance agency is solely responsible for safety of all electrical fittings, equipments, machines, lives of manpower at work and also of the lives of all in the said premises at all points of the time. Therefore, the Agency need to ensure complete safety and security of all the above. The ICAI will not be responsible for any claims on any of such grounds at any point of time.
- In the event of accident, any damage is caused to electricians, while carrying out their duties as
 detailed in this Agreement, the Electrical Maintenance Agency shall remain fully liable and
 responsible for such accidents/damages to the all concerned. Any liability arising out of such a
 situation shall be SOLELY AND COMPLETELY borne by the appointed Electrical Maintenance
 Agency.
- Further, the Electrical Maintenance Agency is also responsible to compensate the ICAI for any losses / damages suffered by it or by any of its property failing which the losses or damages shall be recovered from the EMD and bills to be paid to the Electrical Maintenance Agency. In case of the claim of damage is more than the deposits of the Agency available, the Agency must liable to pay the same without fail, else, the matter may be settled through Legal action.
- The Agency shall have to comply with all statutory safety rules/regulations/compliances. The Agency shall also have to provide Tools for carrying out electrical works, protective/safety appliances such as safety helmets, belts, safety shoes and other equipments as may be required by the workmen at expenses / cost. No extra payment will be made by the ICAI on this account.

SECTION-IV

GENERAL CONDITIONS OF CONTRACT (GCC)

1. SCOPE OF SERVICES:

Scope of Services shall be as detailed in Scope of Work

2. EARNEST MONEY DEPOSIT & SECURITY DEPOSIT

- 2.1 The bidders shall submit an Earnest Money Deposit (EMD) of Rs.40,000/- (Rupees Forty Thousand only), in the form of Demand Draft drawn in favour of "The Secretary, Institute of Chartered Accountants of India", payable at Delhi.
- 2.2 In case of the unsuccessful bidders, Earnest Money Deposit shall be returned after finalization of the tender process or within three months from the date of opening of tender, whichever is earlier. No interest shall be payable on the EMD.
- 2.3 The successful Bidder shall be required to furnish within 15 days of acceptance of his bid, Bank guarantee for performance for an amount of Rs.1,00,000/- (Rupees one lakh only) or an amount equivalent to 10% of the Annual Contract value whichever is higher, with the ICAI in the manner indicated herein. In case, the successful Bidder fails or refuses to sign the agreement or furnish the bank guarantee within the period as indicated above, the earnest money shall be forfeited.

- 2.4 The EMD shall be forfeited by ICAI in case, the tenderer withdraws their offer during the period of tender validity or if after submission of quotation the tenderer fails to honour the contract or refuses to comply with any or all the terms and conditions of the tender or/and the contract arising thereunder.
- 2.5 The Security Deposit furnished by the successful bidder will be returned after three months from the expiry or earlier determination of contract, provided the Contractor discharges his services, according to terms & conditions and satisfaction of the ICAI, failing which security deposit shall be forfeited. It is also provided that, if during the currency of contract, if the contractor withdraws his services and/ or fails to discharge his services up to the satisfaction of the ICAI, the security deposit shall be forfeited.

3. RATES

The rates as quoted shall be valid up to a period of one year. PF, ESI and the amounts of statutory contributions will also be suitably computed as per prevailing rates and the Contractor will be paid minimum wages, PF and ESI at enhanced rates. No claim for escalation of Service charges shall be entertained.

4. PAYMENT TERMS

The payment would be made on monthly basis. The Electrical Maintenance Services Agency to whom the Contract is assigned, shall forward its monthly bill so as to reach the ICAI latest by 3rd day of each succeeding month. Payment of the Bills shall be made after scrutiny/ verification, by 7th working day of every month in respect of the services rendered in the preceding month. TDS will be deducted as per the prevailing rate. The Agency must submit a copy of all documents/records relating to Statutory Requirements, such as, PF, ESI, etc. pertaining to Personnel (Name-wise) of the Agency deputed at the site every month along with the Bill, failing which the Bill may not be processed. Also submit the copies of proof of payment of GST & other taxes, if any along with the Bill for our records.

5. The successful Electrical Services Agency shall render their Services as per the Scope of Work in terms of the quality standards as per the terms of the tender. The quality of service shall be outstanding and any deviation on account of quality of services shall give right to ICAI to terminate the contract. In case the Electrical Maintenance Services Agency to whom the contract has been awarded fails to execute the job as per the terms and conditions of the contract, work will be got executed through other agency at the appointed Electrical Maintenance Agency's risk and cost.

The ICAI reserves the right to appoint alternate source/agency by giving due caution notice and levying penalty as deemed appropriate in this regard.

6. PERIOD OF CONTRACT

The contract shall be valid initially for a period of one year from the date of award of contract. On expiry of contract, ICAI will evaluate the performance of services of the Agency. If the services are found satisfactory, the ICAI reserves the right to extend the contract for another one year or more as per the discretion of ICAI on the same terms and conditions or the terms as may be mutually agreed. In case of extension of contract is agreed, the revision in wages would be finalised as per the Wages of the Government at that point of time and at the discretion of the competent authority of ICAI.

7. TERMINATION OF CONTRACT

- 7.1 Either party may terminate the Contract, without assigning any reason, by giving a two months notice in writing to the other.
- 7.2 Notwithstanding anything contained at Clause 7.1 herein above and in addition to any other rights or remedy available to ICAI, the 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 Agency, if the violations are not remedied in the notice period to the satisfaction of the ICAI.
 - i. the Electrical Maintenance Services Agency refuses to render all or any of the Services at CENTRE OF EXCELLENCE, ICAI Bhawan, Plot No.10&11, Financial District, Nanakramguda, Gachibowli, Hyderabad 500032 which the Agency is required to render under the Contract, or refuse to render the same within the time or in the manner or

- otherwise according to the Contract;
- ii. the Electrical Maintenance Services Agency becomes incapable of or unable to perform the Contract;
- iii. death of proprietor or dissolution of Electrical Maintenance Services Agency or commencement of liquidation or winding up proceedings or appointment of a Receiver or insolvency of the Electrical Maintenance Services Agency;
- iv. distress execution or other legal process being levied on or upon any of the Electrical Maintenance Services Agency's assets.
- v. the Electrical Maintenance Services Agency or any person employed by him made 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 ICAI. The decision of the ICAI as to whether any of the event/contingencies mentioned above has occurred shall be final and binding upon the Electrical Maintenance Services Agency.
- vi. Electrical Maintenance Services Agency assigns or sub-lets the work under the contract without the prior written permission from the ICAI.
- 7.3 Upon termination of the contract in whole or in part, the Electrical Maintenance Services Agency shall be entitled only to receive payment in accordance with the Contract for the Electrical Maintenance services rendered under the contract till the date of termination of contract, and shall not be entitled to any other payment or compensation.

8. INDEMNITY:

The Electrical Maintenance Services Agency shall at all times indemnify the ICAI and shall keep it indemnified from and against any claim, loss, damage, action, proceedings, costs, charges and expenses that may be suffered or incurred by the ICAI on account of any misrepresentation or material breach of any representation made by the Electrical Maintenance Services Agency or the terms and conditions herein contained or on account of any default or breach or violation or non-performance or non-observance of any applicable law, statute, rule, regulation, directive or guidelines by Electrical Maintenance Services Agency or any of its employees or representatives or agents in relation to the contract and attributable to Electrical Maintenance Services Agency.

- 9. The ICAI may at any time require the Electrical Maintenance Agency to effect change in the unit strength depending on the exigencies of the circumstances to which the Electrical Maintenance Agency shall comply and any such change shall be subject to the terms and conditions as herein contained.
- 10. The Electrical Maintenance Agency shall ensure arrangements for replacement or substitution of electrical Maintenance personnel. Any replacement of the electrical Maintenance personnel, as required by ICAI for any reason specified or otherwise, shall be effected promptly without any additional cost to ICAI. In case the Electrical Maintenance Agency wishes to replace any of the personnel, the same shall be done with prior written consent of ICAI and at Electrical Maintenance Agency's own cost.
- 11. The ICAI reserves the right to instruct the Electrical Maintenance Agency to deploy the electrical Maintenance personnel in any other number or manner considered to be more suitable in the interest of ICAI.
- 12. ICAI shall make the payment as per the final agreed rates. However, payment will be decided based on the prevailing minimum wage rates as notified by the Governments of Telangana State from time to time. The amounts of statutory contributions, e.g. PF, ESI will also be suitably computed as per prevailing rates of the minimum wages. No claim for escalation of service charge shall be entertained.
- 13. Apart from the final agreed rates, no other charges of any kind shall be admissible to or payable by ICAI to the Electrical Maintenance Services Agency. Payment for duty performed over and above the duty hours stipulated shall be payable by the Electrical Maintenance Agency to its electrical personnel on hourly basis at prevailing rates. The bills duly pre-receipted should be submitted on monthly basis in triplicate along with the attendance record of all the persons and as regards payment of PF contribution and ESI subscription challans of individual electrical Maintenance personnel for the preceding month. Payment due to agency would be made after scrutiny/verification of the services rendered in the preceding month. No payment shall be made in advance.

- 14. In case the electrical Maintenance personnel deployed by the Electrical Maintenance Agency any time are found absent from duty or sleeping or found engaged in irregular activities, the ICAI shall have the right to deduct the requisite amount at the pro-rata rates from the bill of the Electrical Maintenance Agency, besides requiring the Electrical Maintenance Agency to withdraw the concerned personnel immediately from the duty and to make proper alternative arrangements, to which the Electrical Agency shall have no objection.
- 15. The Electrical Maintenance Agency shall ensure that the electrical Maintenance personnel deployed are trained in all facets of electrical work including administering first aid, handling fire arms, fire safety and operating various fire control equipments installed at the Premises. The Electrical Maintenance Agency shall provide to ICAI necessary undertaking and documentary evidence in this regard.
- 16. The Electrical Maintenance Agency shall ensure that none of the electrical Maintenance personnel deployed by it at the Premises are below 18 years of age or above 50 years of age. The Electrical Maintenance Agency shall also ensure the mental and physical fitness of each of the personnel so deployed by it at the Premises. The Electrical Maintenance Agency shall provide to ICAI necessary undertaking and documentary evidence in this regard.
- 17. The Electrical Maintenance Agency shall beforehand furnish to ICAI full particulars of each electrical Maintenance personnel to be deployed at the Premises including his name and address along with testimonials. The Electrical Maintenance Agency shall arrange verification of the antecedents, character and conduct of each individual at its own cost and shall submit the relevant reports/certification to ICAI before the concerned person is actually deployed at the Premises.
- 18. The electrical Maintenance personnel deployed by the electrical Maintenance Agency shall have at least the minimum elementary knowledge of reading and writing so as to be able to make entries in the registers kept at the security desk/booth whenever required and also to write their names in the attendance register and mark their arrival and departure by signing in the register.
- 19. The Electrical Maintenance Agency shall provide reasonably good uniform with photo identities to each personnel deployed by it at the Premises at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. The incidentals, such as, belt, shoes, socks, caps, torch with cell, cane stick etc shall be borne / supplied by the Electrical Maintenance Agency at its cost.
- 20. The Electrical Maintenance Agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to interest of ICAI. The personnel deployed shall also be polite and cordial while discharging their duties at the Premises and their actions shall be such as enhance the image of ICAI.
- 21. The Electrical Maintenance Agency shall arrange to maintain at the Electrical desk/booth, the daily shift-wise attendance record of the Electrical Maintenance personnel deployed by it showing their arrival and departure time.
- 22. The Electrical Maintenance Agency shall have full control and supervision over the electrical personnel deployed by it at the Premises. It shall give necessary guidance and directions to its personnel to efficiently carry out the assigned duties and shall ensure that the personnel deployed by it shall not act in any manner as to cause any nuisance in the Premises or annoyance to ICAI, its staff and guests.
- 23. The day-to-day functioning of the services shall be carried out in the manner stipulated as per discussions between ICAI and the Electrical Maintenance Agency or such directions as ICAI may issue to the Electrical Maintenance Agency from time to time. Proposals for efficient functioning of the Electrical systems, shall be discussed, considered and implemented from time to time by the Electrical Maintenance Agency in consultation with ICAI.
- 24. The Electrical Maintenance Agency shall provide weekly off/holidays as per relevant laws to its personnel so deployed at the Premises, however, at the same time it shall be the responsibility of the Electrical Maintenance Agency to ensure uninterrupted services on all days on a 24x7 basis. In the event of any Electrical Maintenance personnel being on leave/absent, the Electrical Maintenance Agency shall ensure suitable alternative arrangement to make up for such absence.
- 25. A senior level representative of the Electrical Maintenance Agency shall visit the Premises at least once a-week and review the service performance of its Electrical Maintenance personnel. During the weekly visit, Electrical Maintenance Agency's representative will also meet the concerned officer-in-

charge of ICAI dealing with services under the Agreement for mutual feed back regarding the work performed by the electrical personnel and removal of deficiencies, if any, observed in their working.

- 26. The Electrical Maintenance Agency shall ensure that no Electrical Maintenance personnel are deployed on double duty during consecutive duty timings. In case such a deployment is noticed, the same would be viewed seriously and may result in termination of the contract by ICAI. The Electrical Maintenance Agency shall ensure that the Electrical Maintenance personnel are rotated from one shift to another at proper frequency.
- 27. The Electrical Maintenance Agency shall ensure that its personnel shall not at any time divulge or make known any information of the affairs, activities of ICAI or its staff or regarding any equipment installed in the Premises to any person not connected with the affairs of ICAI.
- 28. In case of any loss that might be caused to ICAI due to any lapse on the part of the Maintenance Electrical Maintenance Agency or its electrical personnel discharging their responsibilities, the same shall be borne by the Electrical Maintenance Agency and in this connection, the ICAI shall have the right to deduct appropriate amount from the bill/security deposit of Electrical Maintenance Agency to make good such loss to ICAI. In case of frequent lapses on the part of the Electrical Maintenance Agency or the Electrical Maintenance personnel deployed by the Electrical Maintenance Agency, the ICAI shall be within its right to terminate the Agreement forthwith without assigning any reason whatsoever and/or take such other action, as it may deem fit.
- 29. The Electrical Maintenance Agency shall timely disburse the wages to its personnel without any further deductions/recovery whatsoever for any reasons. The Electrical Maintenance Agency 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 ESIC and EPF 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. In the event of failure of Electrical Maintenance Agency to timely disburse the wages or failure to observe the terms and conditions, ICAI may disburse the wages to the personnel of the Electrical Maintenance Agency and deduct the amounts from the security deposit (by invoking the Performance Bank Guarantee). In such case, no service charges will be payable to the Agency and ICAI may also impose penalty on the Electrical Maintenance Agency.
- 30. The Electrical Maintenance Agency 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 Electrical Maintenance Agency shall assume full responsibility for discharge of all statutory obligations such as wages, leave salary/ encashment of leave, allowances, compensations, EPF, Bonus, Gratuity, ESI, etc. relating to Electrical Maintenance personnel deployed in the Premises. The ICAI shall have no liability in regard thereto. In particular, the Electrical Maintenance Agency shall ensure compliance with the following and their re-enactments/amendments:
 - a. The Payment of Wages Act 1936
 - b. The Employees Provident Fund Act, 1952
 - c. The Contract Labour (Regulation and Abolition) Act, 1970
 - d. The Payment of Bonus Act, 1965
 - e. The Payment of Gratuity Act, 1972
 - f. The Employees State Insurance Act, 1948
 - g. The Child Labour (Prohibition and Regulation) Act, 1986
 - h. The Minimum Wages Act, 1948

That the Electrical Maintenance Agency shall obtain license, if any required under the local or central laws for providing Electrical Maintenance Services herein.

31. The Electrical Maintenance Agency shall comply with all representations, grievances of the personnel deployed by it at the Premises. The Electrical Maintenance Agency shall be solely responsible

for all the claims of its personnel and shall ensure that its personnel do not make any claims whatsoever against ICAI. ICAI shall have no liability in this regard.

- 32. The Electrical Maintenance personnel, as and when, deployed by the Electrical Maintenance Agency at the Premises shall not at any time claim to become the employees of ICAI and there shall be no Employee and Employer or Master and Servant relationship between the personnel deployed by the Electrical Maintenance Agency and ICAI.
- 33. That in any event, the ICAI shall owe no responsibility or liability of any kind arising out of or incidental to the performance of Electrical Maintenance duties by the Electrical Maintenance personnel or otherwise, at the Premises or outside the Premises, including any liability due to any accident or injury or death caused to or suffered by any Electrical Maintenance personnel of the Electrical Maintenance Agency or any other health or medical liability or compensation, all of which shall be the sole responsibility of the Electrical Maintenance Agency.
- 34. The Electrical Maintenance Services Agency shall not assign/ sublet the work or any part thereof except with the prior written consent of the ICAI. Such consent even if provided shall not relieve the Electrical Maintenance Services Agency from any liability or any obligation under the contract.
- 35. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed under the Contract by such party, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which such cause lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term 'Force Majeure' as employed herein shall mean acts of God, like fire, earthquake, flood, sabotage, and other irresistible cause like war, revolt, riot which are beyond the control of the either party. However, strike, lockout & other labour or student unrest will not constitute 'force majeure' for the purpose of this contract in respect to obligations of the Electrical Maintenance Services Agency.

Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Time for performance of the relative obligation(s) suspended by the force majeure shall stand extended by the period during which such cause lasts.

If rendering of services are suspended by force majeure conditions applicable to the Electrical Maintenance Services Agency for an aggregate period of more than 15 (Fifteen) days, the ICAI shall have the option of terminating the contract in whole or in part or re-negotiate the contract provisions.

- 36. In case of any dispute or difference in relation to the meaning or interpretation of any of the terms and conditions of the Tender or the Agreement arising thereunder, in the first instance, the parties shall try to resolve the dispute amicably, failing which the dispute shall be referred to the sole arbitrator to be appointed by the parties mutually. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings shall be held at Hyderabad and the language of the arbitration proceeding and that of all documents and communications between the parties shall be 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.
- 37. Subject to the arbitration agreement contained herein, any dispute between the parties arising out of the contract shall be subject to the jurisdiction of the Courts at Hyderabad only.

38. BLACKLISTING

Without prejudices to the other rights, the ICAI reserves the right to blacklist the Electrical Maintenance Services Agency in case the Electrical Maintenance Services Agency commits breach of any terms and conditions of the contract and such blacklisting shall be for the period as decided by the ICAI.

13. ARBITRATION CLAUSE

That in the event of any question, dispute or differences arising out of or in connection with any of the terms and conditions of the tender document or the agreement arising thereunder, in the first instance, the parties hereto shall try to resolve the same by mutual consultation, failing which the same 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.

Arbitration proceedings shall be held at Hyderabad and the language of the arbitration proceeding shall be English. The arbitral award shall be final and binding upon both the parties. All Arbitral Awards shall be in writing and shall state the reasons therefor. The cost of the Arbitration shall be borne by both the parties equally.

14. JURISDICTION

Subject to the aforesaid arbitration clause, any dispute between the parties arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the Courts at Hyderabad only.

15. AMENDMENT TO CONTRACT

The contract shall not be deemed or understood to have been amended unless amended by a document signed by an authorised representative of each of the parties to the Contract.

16. STATUTORY COMPLIANCE

- 16.1 The Contractor shall be responsible for the rules applicable and ensure the compliance of the provisions thereof including Municipal Rules and Regulations relating to the canteen in force from time to time, during the subsistence of the Contract. The contractor shall obtain necessary licenses/permissions pertaining to electrical services from the concerned authorities.
- 16.2 The Contractor shall assume full responsibility for discharge of all statutory obligations such as wages, Leave Salary/Leave encashment, allowances, compensations, EPF, Bonus, Gratuity, ESI, etc. relating to its personnel deployed in the Premises. The ICAI shall have no liability in regard thereto. In particular, the Contractor shall ensure compliance with the following and their reenactments/amendments:
 - I. The payment of Wages Act, 1936
 - II. The Employees Provident Fund and Miscellaneous Provisions Act, 1952
 - III. The Contract Labour (Regulation and Abolition) Act, 1970
 - IV. The Payment of Bonus Act, 1965
 - V. The Payment of Gratuity Act, 1972
 - VI. The Employees State Insurance Act, 1948
 - VII. The Child Labour (Prohibition and Abolition) Act, 1986
 - VIII. Minimum Wages Act, 1948
- 17.3 The Contractor shall employ his own staff, provide them clean uniform at his own cost and shall be responsible for timely payment of their wages / salary directly in their bank accounts. Payment to staff employed by the contractor must be released by 10th of every month directly in their bank accounts.
- 17.4 The contractor will also be responsible to deduct and pay EPF/ESI as per rules and also extend medical facilities etc. as per statutory rules in force from time to time. ICAI shall not be responsible in any manner.

18. OTHER SPECIFIC CONDITIONS

- 1. The Contractor shall provide quality of service as per the requirement of the management of ICAI and the decision of the management of ICAI in respect of quantity and quality shall be final.
- 2. The Contractor will be required to strictly observe timing of the office and also rules framed by ICAI as amended/ provided from time to time.
- 3. The contractor shall provide the electrical maintenance services round the clock, accordingly, there would not be any holiday for these services.
- 4. Ensure all employees are free of any contagious diseases or ailments.
- 5. Ensure all employees are well mannered and display courteous behaviour.
- 6. Ensure pest control administration periodically (rats, mice, flying insects, crawling insects, etc.), but not with aerosol based anti-pest sprays that may be harmonious.
- 7. Ensure to provide all the information required, during inspections by the management team appointed by ICAI and ensure all points are adhered to. Further periodic checking/ performance

- audit by a professional monitoring agency (engaged by ICAI) shall also be carried out to evaluate the performance of the team.
- 8. Any violation to the terms and conditions of the contract shall attract penalty on the contractor which shall be decided by the ICAI and the same shall be binding and acceptable on/to the contractor.
- 9. The Contractor shall ensure that all the tools/material available at CoE, Hyderabad premises which is required for the electrical maintenance.
- 10. The Contractor or his manager who should be qualified and professionally experienced must be available at all times to attend the complaints, if any.
- 11. The contractor will be responsible for maintaining cleanliness inside and around the sub-station.
- 12. All Books of accounts, registers and any other documents used in connection with electrical maintenance services shall be maintained by the contractor at his own cost and the same shall be produced for inspection either on demand by the MCI/ESIC/ Provident Fund Authorities / Municipal Authorities or any other official Agency/ officer authorized by the Competent Authority in this connection.
- 13. The contractor will settle and pay all Municipal and other statutory taxes, if any, to the concerned authorities.
- 14. The contractor should verify the character antecedents of all the persons employed, through local police and shall submit a certificate to this effect.

INFORMATION ABOUT TENDERER

- 1 Name of Tenderer
- 2 Address with telephone/fax Nos.
 - (A) Head office
 - (B) Branch Office
- 3 Telegraphic Address/E-Mail Address
- 4. (a) Is your firm registered under the Indian Partnership Act 1932?

If so, give the name & address of the partners along with the Registration No.

b) Is your concern a proprietary concern? If so, give

Name and Address of the proprietor.

(c) Is your concern incorporated under the Companies Act

Or any other law in India? If yes, please give copies

of relevant documents like Memorandum & Articles of

Association and Incorporation Certificate, Bye laws, etc.

5 Have your concern changed its name at any time?

If so, when and the reasons thereof.

- 6. Date of commencement of Business
- 7. No. of electrical Maintenance personnel at its roll
- 8. (a) GST registration No.
 - (b) Details of registration with statutory authorities for (as applicable):
 - (i) PF
 - (ii) ESI

Please furnish certified copies of Registration and latest returns as filed with above authorities failing which Tender is liable for rejection.

- 9. Income Tax Assessment / Order for last three years.
- 10. Name & address of Principal Bankers.
- 11. Details of Places where Electrical Maintenance Services are being provided to Govt. / Public Sector Undertaking/ Educational Institutions/ Public Limited co., in the past three years in the format given hereunder?.

Details of Electrical Services carried out during the last 3 years

Organisatio	n	Nature of Job	Value	Area covered	Manpower deployed	Contact Person at such orgn. with Tel. No. and his designation

- 12. Details of infrastructure: Please furnish complete details of manpower available justifying your case.
- 13. Turnover/Receipts (last 3 years)

2017-2018	2018-2019	2019-2020

Please enclose copy of latest balance sheet and profit and loss Account.	
14. We are enclosing herewith Earnest Money Deposit (Interest free) of Rs.	through D.D./Pay
Order No Dated in favour of the Secretary, the Institute of	Chartered Accountants of

India payable at Delhi.

15. Any other relevant information.

Signature of the tenderer(s)

Name and Designation of authorised person signing the tender on behalf of the tenderer(s) with Rubber Stamp. Full Name and address of the tenderer(s).

DECLARATION LETTER FROM THE CONTRACTOR

Reference No.	Date
From:	
	······
	er for providing Electrical Maintenance Services at ICAI Centre of Excellence, at ICAI Plot No.10&11, Financial District, Nanakramguda, Gachibowli, Hyderabad – 500032
Dear Sir,	
Tenderer(s), Chaving underst mentioned in tand conditions Financial Bid	ned the captioned Tender Documents consisting of Invitation to Tenderer(s), Instructions General Conditions, Scope of Work etc, (hereinafter called the Tender Documents) are tood the provisions of the said tender documents, having thoroughly studied the requirement the Tender documents, I/We hereby submit my/our offer to you in accordance with the term is and within the time mentioned in the Tender Documents at the price quoted by me/us in the Form along with Technical Bid being submitted separately duly signed in a sealed cover as the have enclosed herewith duly signed the following documents namely:
1. Instruc	ctions to Tenderer(s)
2. Scope	of Work
3. Gener	ral Conditions
4. Inform	nation about the Tenderer
5. Techn	ical Bid
6. Price of	offered Part i.e. Financial Bid
7. Other	documents as required
respect and that any of particu resultant contr	andertake that the statements made herein and the information given by me/ us are true in a at in the event of any such statement or information being found to be incorrect in respect alars, the same may be construed to be a misrepresentation entitling the ICAI to avoid an eact/to terminate the contract and I/we will compensate the ICAI for any loss/damage cause is representation and the ICAI may also, at its discretion, may blacklist me/us (the Bidder).
The Tenderer Money Deposi	shall be required to deposit and keep deposited along with the tender documents Earne it of Rs/- with the ICAI in terms of provisions of General conditions.
I/We confirm	having deposited two demand drafts: -
(i)	Earnest Money of Rs
(ii)	Cost of Tender Form (Non-Refundable) i.e. Rs. 1,000/- (Rupees One Thousand Only) ple GST by Demand Draft no
We further not	te that ICAI can amend/alter/ modify the conditions in its discretion.
(iii)	We also agree that the ICAI reserves the right to cancel the entire process of tend without assigning any reason.
	Yours faithfully,
	Signature(s) of the Tenderer(s)
	Name and Designation of authorised Person

Full Name and Address of the Tenderer(s)

signing the Tender on behalf of the Tenderer(s)



THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA (ICAI)

TENDER FOR PROVIDING ELECTRICAL MAINTENANCE SERVICES

AT

ICAI

CENTRE OF EXCELLENCE (COE) AT ICAI BHAWAN, PLOT No.10&11, FINANCIAL DISTRICT, NANAKRAMGUDA, GACHIBOWLI, HYDERABAD- 500032

FINANCIAL BID

	<u>(Part-II)</u>
Particulars of Bidder:	
M/s.	
Address	
Tel. No.	
Name of the Person	
Signing the tender	
Mobile No.	
E-mail ID	
LAST DATE FOR SUBMISS	SION :
OF SEALED TENDERS	

FINANCIAL BID

Schedule of Rates

Rates are to be provided strictly in the following format, not following this format will lead to cancellation of the tender:

The location and number of guards and supervisors as mentioned in Scope of Work.

(Duty Hrs. 8 Hrs.)

S. No.	Particulars	Rate Per Staff (Unskilled) (Rs.)	Rate of Supervisor (Rs.)
1.	Minimum wages		
2.	PF (@ 12%		
3.	EDLI & Administrative Charges @ (0.5%+0.5%) = 1%		
4.	ESI (4.75% to be given)		
5.	Relieving charges (1/6th of 1 to 4)		
6.	Service charges (in percentage)		
7.	Total (Rs.):		

GST to be mentioned extra.

Note:

- 1. The **Electrical Personnel** other than the **Supervisor** will be considered under the **un-skilled category**. The successful bidder shall provide uniformed and trained personnel and use its best endeavour to provide electrical services to the ICAI. Rates quoted will include all statutory obligations of the contractor under Minimum Wages Act, Contract Labour (R&A) Act, weekly-off replacement charges, cost of uniform of personnel deployed by the contractor, GST etc.. The rate quoted will be for per shift of 8 hours per person per day. If the minimum wages is revised by the Government of Telangana State, the incremental wages, if applicable, will be provided.
- 2. The offers/bids which are not in compliance of Minimum Wages Act, 1948 and any other Labour laws will be treated as invalid.
- 3. The contract is for one year and may be extended for one or more years, at the discretion of the competent authority of ICAI.
- 4. The number of manpower required shown in the scope of work is indicative and the actual number may vary.
- 5. The bidders may quote the rates in Indian Rupees.
- 6. All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the rates and amount tendered by him/them in figures as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would otherwise make the tender liable for rejection.

The Financial Bid form should be on the letter head of agency / company/firm, and be submitted in a separate sealed envelope.

Signature of the Bidder

Name and Designation of authorised Person Signing the Tender on behalf of the Bidder