THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA (ICAI)

TENDER FOR DISPOSAL /PULPING OF VARIOUS TYPES OF SCRAP MATERIALS LYING AT ICAI’S OFFICES AT DELHI & NOIDA

Name of Applicant: ______________________________

Address: ______________________________________

Last Date and Time for Submission : 30th July 2020
                                      upto 3.00 pm

Total No. of Pages : 1-17
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Technical & Commercial Conditions

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ICAI invites sealed tenders in prescribed format from scrap dealers for disposal/pulping of its various scrap items lying at its offices in Delhi and Noida. The last date for submission is 30th July 2020 upto 3.00 pm. The detailed terms & conditions and application form may be downloaded from the ICAI’s website i.e. www.icai.org.

Deputy Secretary (Admin.)
ICAI invites tenders from scrap dealers for disposal/ pulping of various scrap items as per the below mentioned details:

<table>
<thead>
<tr>
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<th>Name of the Tender</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Disposal/ pulping of various scrap items lying at ICAI offices at Delhi and Noida.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Cost of tender documents</td>
<td>Rs. 1,180/- (non-refundable) including GST in the form of demand draft only favoring ‘Secretary, The Institute of Chartered Accountants of India’, payable at New Delhi.</td>
</tr>
<tr>
<td>3.</td>
<td>Last date for submission of tenders</td>
<td>30/07/2020 up to 3.00 P.M. Tenders may be dropped in the Box placed at the Ground floor of the Annexe building of the ICAI at ICAI Bhawan, I.P. Marg, New Delhi. Alternatively, Tenderers may send the tender documents through Speed Post or courier so as to reach before the last date of submission. The ICAI will not be responsible for any postal delay in receipt of tender documents.</td>
</tr>
<tr>
<td>4.</td>
<td>Earnest Money Deposit</td>
<td>Demand Draft only for Rs. 25,000/- (Rupees Twenty Five Thousand only) (refundable) drawn in favour of ‘Secretary, The Institute of Chartered Accountants of India’, payable at New Delhi.</td>
</tr>
<tr>
<td>5.</td>
<td>Date of opening the Technical Bid (Cover-1)</td>
<td>The Technical bids shall be opened at 3.30 pm on the last date of submission or on any other date &amp; 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.</td>
</tr>
<tr>
<td>7.</td>
<td>Date of opening of Financial bid (Cover –2)</td>
<td>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.</td>
</tr>
<tr>
<td>8.</td>
<td>Validity of Tender</td>
<td>Tender shall be valid for 90 Days for acceptance from the date of opening of Financial Bid.</td>
</tr>
<tr>
<td>9.</td>
<td>TDS (Income Tax)</td>
<td>As Applicable</td>
</tr>
<tr>
<td>11.</td>
<td>Amount in words</td>
<td>Bidder shall write amount in numbers and in words.</td>
</tr>
</tbody>
</table>
In case of any discrepancy, amount in words shall be considered as final and binding on both parties.

**Note:-**

1. ICAI reserves all rights at any time to reject any bid at any stage and/or time fully or partly the whole process and/or for particular scrap dealer and also reserves all rights at any time to add, alter, modify, change, edit & delete any condition at any stage and/or time or vary all or any of these terms and conditions or replace fully or partly for whole process and/or for particular scrap dealer 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 participating scrap dealers.

2. ICAI reserves the right to reject any or all bids and the entire tender process without assigning any reason whatsoever.

3. Canvassing in any form in connection with empanelment is strictly prohibited and the application submitted by a scrap dealer who resorts to canvassing is liable to be rejected.

4. ICAI or its representatives shall not entertain any applicant during the period of the selection of scrap dealer.

5. ICAI reserves the right to verify the particulars furnished by the applicant, independently.

6. In case of change/amendment in any of the condition(s) of the empanelment, ICAI may issue corrigendum by notifying the same at [www.icai.org](http://www.icai.org).

7. ICAI reserves the right to award the work to one or more number of scrap dealer at its discretion.
SECTION - I

ELIGIBILITY CRITERIA

The applicant shall meet the following eligibility criteria:

1. The applicant/scrap dealer shall have its registered office, preferably in Delhi/NCR and in case of firm / company having registered office in any other State/ Union Territory; it must have its branch office in Delhi/NCR.

2. The applicant/ scrap dealer shall have at least five years relevant experience as a registered Scrap Dealer and satisfactory record of dealing in scrap/ pulping of confidential material of various departments of Govt./ PSU’s and autonomous bodies. Copy of experience letters issued by at least three such organizations must be enclosed with the Application.

3. The applicant/ scrap dealer shall have valid license to pulp the confidential material or scrap items. Also, the applicant shall have registration No. of GST, TIN and PAN No. and other applicable registration as required by law from time to time. (Copies to be enclosed).

4. The applicant/ scrap dealer shall have average turnover of at least Rs. 10 lakhs during last three financial years ending on March 2019. Copies of the P&L Account and Balance Sheet duly certified by Chartered Accountant must be enclosed with the application.
Section-II

SCOPE OF WORK

The scope of work includes disposal / pulping of various types of scrap material such as old vehicles, old furniture, newspapers, waste material, office sweep, electrical items, IT items, plastic and Tin items, magazines, old books, pulping of answer books etc.

The locations where the items to be disposed off/ pulped are lying is as under:

1. The Institute of Chartered Accountants of India
   ICAI Bhawan
   IP Marg, New Delhi – 110 002
2. The Institute of Chartered Accountants of India
   A-29, Sector – 62,
   Noida – 201 301
3. The Institute of Chartered Accountants of India
   ICAI Bhawan
   52-54, Institutional Area
   Vishwas Nagar, Shahdara
   Delhi – 110 032
4. The Institute of Chartered Accountants of India
   C-1, Sector -1,
   Noida – 201 301
5. Reading Room of ICAI
   2-81/82, Lalita Park,
   Laxmi Nagar
   Delhi – 110 092

1. The items for disposal/ pulping can be inspected on any working day between 10.00 am to 3.00 pm at the locations mentioned above. It is the responsibility of the bidder to assess the items properly before quoting. No further claims will be entertained after opening of the bids.
2. The successful bidder shall provide bags for packing the goods and get them packed into the bags at his own cost in the presence of the Officer nominated by the Institute.
3. The successful bidder shall cut or tear the weeded out office old records/ office sweeping/ into two or three pieces at his own cost in the waste paper godown in the office of the Institute to the satisfaction of the officer nominated by the Institute.
4. The successful bidder shall provide his own weighing scale if not provided by the Institute and shall have it tested to the satisfaction of the officer nominated by the Institute before commencement of the weighment or the contractor on the day of weighment bring the empty truck which should first be got weighed in weighbridge in the presence of at least two officers nominated by the Institute. Thereafter, the bags full of goods should be loaded in the said truck in the presence of those nominated officers duly counted and then taken to the same weigh bridge for weighment. The difference between the empty truck and the
loaded truck would be the actual weight of the goods being sold. This process of weighment shall be at the cost of the successful scrap dealer/vendor.

5. The successful bidder shall deposit the payment of full value of the sale proceeds of the net weight of the goods at the agreed rate(s) with the Institute immediately after the completion of the weighment and remove the weighed bags at his own cost immediately thereafter on production of the Gate Pass to the Security Supervisor on duty within office hours or the Contractor shall deposit an amount in advance with the Institute to be decided by the Institute but not less than the approx. value of the goods if the weighing is carried out at the weighbridge. On completion of the weighing process at the weighbridge, the Institute will issue the receipt of the actual amount to be taken for the goods sold and refund/collect the difference amount of the advance taken from the contractor. The contractor shall bear all taxes, freight, loading/unloading and other expenses to be incurred on removal of the scrapped material/goods.

6. The successful bidder shall have no right/shall not demand any reduction in the agreed rate(s) under any circumstances whatsoever.

7. The successful bidder shall sell the purchased goods to paper mills for repulping and produce a suitable certificate/document in evidence to this effect to the satisfaction of the Institute.

8. The successful bidder shall be liable to start the work of lifting waste-paper/material without any pick and choose within 7 days from the date of execution of agreement/issue of work order and he shall lift the entire lot and hand over the clear site within next 7 days. In no case, extension will be given. In failure thereof, the contract shall be cancelled without any further notice. The remaining waste-papers weeded out records/spoiled papers would be sold at his risk and cost.
SECTION – III
INSTRUCTIONS TO THE TENDERERS

1. DATE, TIME & PLACE OF SUBMISSION:
   a. The sealed bids are to be submitted on the business letterhead of the applicant
duly stamped and signed and dated on each page. Details/supporting
documents wherever applicable, if attached with the application should be duly
authenticated by the applicant. No over writings shall be accepted unless
authenticated with full signature of the applicant.
   b. The sealed envelope duly superscribed “Tender for disposal/ pulping of
various scrap items lying at ICAI offices at Delhi and Noida” should be
addressed to Deputy Secretary (Admin.) and sent at the address given below
either by registered post / speed post / or by dropping in the box placed near
Security Control Room at Ground Floor of the Annexe Building of the Institute’s
Head office. The sealed quotations should reach us on or before 30/07/2020
by 3.00 P.M.
      The Deputy Secretary (Admin.)
      The Institute of Chartered Accountants of India
      ICAI Bhawan, I.P. Marg,
      New Delhi – 110002.
   c. The Technical and Financial bid should be kept in two separate sealed
envelopes clearly mentioned as

   “Part –I: Technical Bid

   “Part – II: Financial Bid
Both the sealed envelopes to be put into another envelope and it should be super
scribed as “Tender for disposal/ pulping of various scrap items lying at ICAI offices at
Delhi and Noida”

i) PART-I TECHNICAL PART (BID)

This part shall contain duly filled in technical bid as given at Section – V along with
complete documents and DDs of prescribed amount for EMD and for cost of tender
form. Techno-commercial bid disclosing prices shall be summarily rejected. 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 Bid”

ii) PART-II FINANCIAL BID

The envelope containing financial bid 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 Bid”
a) Financial Bid shall contain only the “Schedule of Rates” duly filled in and signed by the bidder.

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

d. Separate Sealed envelopes for technical bid, financial bid along with all the relevant details and EMD is to be submitted. All the sealed envelopes may then be placed together in sealed envelope superscribed as “Tender for disposal/ pulping of various scrap items lying at ICAI offices at Delhi and Noida”.

e. Bids received after the stipulated date and time shall not be entertained. The ICAI shall not be liable for any postal delays what so ever and bids received after the stipulated time/date are liable to be rejected summarily without giving any reason.

f. In case of incomplete submissions, ICAI shall be under no 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.

2. Tender form can be downloaded from website of the Institute i.e. www.icai.org and the same can be submitted along with the cost of tender form of Rs. 1,180/- (non-refundable) including GST in the form of pay order/demand draft drawn in favour of the Secretary, The Institute of Chartered Accountants of India payable at New Delhi.

3. Earnest Money Deposit/Security Deposit of Rs. 25,000/- (Rupees Twenty Five Thousand Only) in the form of Demand Draft/pay order drawn in favour of “The Secretary, The Institute of Chartered Accountants of India” payable at New Delhi is to be submitted along with the application. EMD is to be submitted by all bidders including those who are registered under MSME.

4. Each page of the tender shall be signed by the person or persons submitting the bid in token of his/their having read and understood himself/themselves with the Conditions of Contract, eligibility conditions etc. as laid down. Corrections should be made by writing again instead of shaping or over-writing. Any bid with any of the documents not so signed shall be rejected.

5. Bids are liable to be ignored / rejected, if the instructions contained herein are not correctly followed.

6. Answers to questions should be definite, complete and legible.

7. The forms should be typed or neatly written.

8. Wherever the space provided for answers is insufficient, details should be given neatly typed in additional plain sheets giving reference to the corresponding clause/question number.

9. Bids shall not be entertained unless the bidder agrees to abide by the General Conditions of contracts governing individual orders. General conditions enclosed should be signed by the bidder on each page and returned to ICAI along with application form. There should not be any deviation in terms and conditions as have been stipulated herein.

**DOCUMENTS TO BE ATTACHED**
The duly filled in tender form shall be accompanied by the below mentioned documents:

1. D.D. of prescribed amount for Earnest Money Deposit as specified herein under.
2. D.D. of the prescribed amount towards Cost of tender form.
3. Technical bid with all the details and documents relating to eligibility conditions (as per the eligibility conditions given at Section – I).
4. General Information about the bidder as per Section – V.
5. Financial bid as per Section VI.
6. Complete tender document duly signed at each page.

Any other relevant document, bidder desires to submit.
SECTION – IV
GENERAL CONDITIONS OF CONTRACT (GCC)

1. **EARNEST MONEY/SECURITY DEPOSIT**
   
i. The bidder must submit an Earnest Money (EMD) of Rs. 25,000/- (Rupees Twenty Five Thousand Only), in the form of Demand Draft drawn in favour of “The Secretary, Institute Of Chartered Accountants of India”, payable at New Delhi. **EMD is to be submitted by all bidders including those who are registered under MSME.**

   ii. In case of unsuccessful bidder, Earnest Money Deposit shall be returned after finalization of the tender process. No interest shall be payable on the EMD.

   iii. In case of successful bidder, the Earnest Money shall be converted into security deposit for due and faithful performance of the contract(s)/work order(s) assigned. No interest on either EMD/Security Deposit shall be payable by the ICAI.

   iv. Security Deposit/Performance Security is liable to be forfeited in case of failure of successful bidder to perform the work assigned within the stipulated period or on breach of terms and conditions of the contract.

   v. If the bidder, after submission, revokes his/its bid or modifies the terms and conditions thereof during its validity except where the ICAI has given opportunity to do so, the earnest money deposit submitted by bidder shall, in such case, be forfeited.

2. **OFFER VALIDITY**

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

3. **AWARDING OF WORK**

   The work shall be awarded to the bidder quoting the highest rates for disposal of various scrap items on “as is where is” basis and whose bid has been determined to be substantially responsive and accepted by ICAI. The Letter of award is required to be acknowledged by the awardee on the duplicate copy, duly stamped and signed by the authorized signatory.

4. **PAYMENT**

   The successful Bidder shall pay the entire quoted amount in the form of Bank Draft/Pay Order drawn in favour of Secretary, the Institute of Chartered Accountants of India” payable at New Delhi within Five working days after receipt of the Letter of Intent, failing which the contract will be cancelled and the EMD/ security deposit shall be forfeited.

5. **TIME LIMIT FOR LIFTING THE ITEMS**
5.1 The successful bidder shall be required to lift all the items at his/its own cost from the disposal site to his premises within seven days after depositing the full amount. On failure to do so, the ICAI shall have the right to forfeit entire amount of the bidder including EMD/ security deposit and the said bidder(s) will have no right to claim the said articles. ICAI will have full right to dispose of the articles in any other manner deemed fit as decided by the competent authority. Segregation/Dismantling of material is not allowed in the premises of the ICAI.

5.2 The cost of lifting and transportation of the items from ICAI premises are at the responsibility of the bidder/s and will be borne by themselves.

5.3 No items, once disposed of to the successful bidder, shall be taken back by ICAI on any condition whatsoever.

5.4 No extension of time limit will be granted for payment of the full amount of the quotation and or removal of articles from ICAI premises.

6. **MODIFICATION OF ORDERS**

ICAI may, at any time, before completion of work or execution of the order awarded to the bidder, change the work content by increasing/reducing the quantities of the items as mentioned in order, without creating any liabilities for compensation on any grounds, whatsoever due to this change. In such a case, the scrap dealer will have to perform the service in the increased/decreased quantity at the same rates within the time stipulated.

7. **SUB – LETTING OF ASSIGNMENTS**

The scrap dealer shall not assign the work to any other person/entity in whole or in part, to perform its obligation under the Contract, without the ICAI’s prior written consent.

8. **LIQUIDATED DAMAGES**

If the Scrap Dealer fails to adhere to the prescribed time period, ICAI shall be entitled to claim liquidated damages after the expiry of the stipulated date @ 0.5% per day of the value of the delayed material subject to a maximum of 10% of the total cost of the material. After expiry of 10 days of the date of picking up from the specified location, ICAI shall have a right to get the material lifted by any other scrap Dealer from open market and the bidder shall be responsible to make good the loss suffered by ICAI i.e. the difference of rate between the quoted price of Scrap dealer and of open market.

9. **INDEMNITY**

Scrap dealer shall, at all times, indemnify the ICAI and shall keep it indemnified against all actions, suits and proceedings and any costs, charges, expenses, loss or damages incurred, caused to/ sustained by ICAI by reason of any default or breach or lapse or
negligence or non-observance of any rules, regulations, laws, bye-laws etc. or non-performance or any non payment by / on behalf of the Scrap dealer.

10. **ARBITRATION**

That in the event of any question, dispute or differences arising out of or in connection with any of the terms and conditions mentioned in this document or any agreement arising thereunder or any order placed, 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 Delhi and the language of the arbitration proceeding shall be English. The arbitral award shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons therefor.

11. **JURISDICTION**

Subject to the arbitration clause contained herein above, any dispute between the parties arising out/or in connection with the contract shall be subject to the exclusive jurisdiction of the Courts at Delhi only.

12. **STATUTORY COMPLIANCE**

The Scrap dealer shall be responsible for complying with all the applicable laws/bye laws/regulations in force from time to time and shall bear all statutory liabilities with respect to the workers/personnel engaged by it for performance of the Contract. The Scrap dealer shall also obtain all necessary permissions/ certificates/ NOCs for execution of the work on behalf of ICAI from the statutory/Government bodies.
## SECTION – V

### SUBMISSION OF INFORMATION ABOUT THE TENDERER

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Organization/Firm/Supplier/Owner</td>
</tr>
<tr>
<td>2</td>
<td>Year of Establishment</td>
</tr>
</tbody>
</table>
| 3 | Status of the Organization (Whether Proprietary /Partnership, Pvt. Ltd./Public Limited etc.)
   | Attach supporting documents for the same                                            |
| 4 | Complete address:                                                                  |
   | Telephone numbers: Mobile No.: e-mail :                                           |
| 5 | PAN No.: (Attach copy of the same)                                                 |
| 6 | TIN No: (attach copy of the same)                                                  |
| 7 | GST No: (attach copy of the same)                                                  |
| 8 | Turnover for the last three years:                                                 |
   | 2018 – 19                                                                          |
   | 2017 – 18                                                                          |
   | 2016 – 17                                                                          |
| 9 | Whether the scrap dealer is authorized agent/ sub-dealer: (Please furnish complete details) |
| 10| Categories of Items in which the scrap dealer is currently dealing                 |
| 11| Name of the major clients/organizations where such type of work were performed by the scrap dealer (attach at least one copy of the latest Work Order from each of them) (Use additional sheets, if required): |
12. If already doing business with ICAI, give details

(a) Items:

(b) Since when:

13. Have your firm been ever blacklisted? If so, please give details.

Declaration:
I/we do hereby declare that the entries made in the application are true to the best of my /our knowledge and belief. I /we do also confirm that I / we have read and understood the terms and conditions including General Conditions of Contract mentioned in this document and agree to abide by the same in all respects.

I/we also undertake to communicate promptly to ICAI all the subsequent changes in conditions affecting the accuracy of the details given above. Further I/we undertake that in case the facts/information furnished, as above is/has been found false, the ICAI may in its absolute discretion reject/cancel any assignment, if any, awarded/agreed to be awarded to me/us and in such case I/we shall not be entitled to claim any damages/ whatsoever in regard to that assignment.

Signature of Bidder

Place: Name:

Date: Designation:
Section - VI
Financial bid

Financial Bid for disposal / pulping of various scrap item lying at ICAI offices at Delhi and Noida

Name of the Bidder/Firm:-

Address of the Bidder/Firm:-

Telephone No.:-

E-mail ID:-

<table>
<thead>
<tr>
<th>Description of Item</th>
<th>Total Quoted Amount (in Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Various scrap items lying at different locations of the ICAI at Delhi and Noida (locations as mentioned in Section II – Scope of Work)</td>
<td></td>
</tr>
</tbody>
</table>

Date: -                                                                                      Signature of Authorised Signatory
                                                                                       With stamp
                                                                                       Name of the Person

The items to be disposed off/ pulped are lying at different locations of the Institute mentioned in Section II – Scope of Work above.