



**THE INSTITUTE OF
Company Secretaries of India**
IN PURSUIT OF PROFESSIONAL EXCELLENCE
Statutory body under an Act of Parliament

Tender for empanelment of agencies for hiring taxis for local and out station transportation

Date: July 15, 2013

ICSI/Admin/ Tender / 1109

Tender Cost: Rs 500/-

NOTICE INVITING TENDER (N. I. T)

The Institute of Company Secretaries of India (ICSI) is a statutory body constituted under an Act of Parliament i.e. the Company Secretaries Act, 1980 (herein after referred as ICSI / Institute). ICSI is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India and having its head office at 22, Institutional Area, Lodi Road, New Delhi. The Institute has another office at C-37, Sector – 62, Noida. ICSI is the only recognized professional body in India to develop and regulate the profession of Company Secretaries in India.

Sealed tenders / quotations are invited by Chief Executive of The Institute of Company Secretaries of India (“ICSI”), ICSI HOUSE, 22, Institutional area, Lodi Road, New Delhi from experienced parties/agencies for Providing Light Motor Passenger Vehicles (LMVs) and Medium Motor Passenger Vehicles (MMVs) on requirement basis for ICSI, New Delhi.

The tender document may be obtained during working hours from **July 15, 2013 to July 30, 2013 (till 1 PM)** on all working days on cash payment of Rs. 500/- (non refundable) from the Reception Counter of the ICSI at “ICSI House” 22 Institutional Area, Lodi Road New Delhi-110 003 or by submitting a demand draft of same amount in favour of “The Institute of Company Secretaries of India”, payable at New Delhi.

The tender document can also be down loaded from our website www.icsi.edu Tender documents downloaded from our website should be attached with a demand draft of Rs. 500/- drawn in favour of “**The Institute of Company Secretaries of India**” payable at **New Delhi** towards the tender document fees, at the time of submission of tender, failing which the tender application shall not be entertained

In addition the tenderer/ bidders is also required to deposit an Earnest money (EMD) **of Rs.30,000/- (Rupees Thirty Thousand Only)** by way of demand draft drawn in favour of the Institute of Company Secretaries of India, payable at New Delhi. The tender not accompanied with Earnest Money shall be summarily rejected. The Earnest Money of unsuccessful tenderers/ bidders will be returned without any interest/Bank commission/collection charges after the acceptance of the tender / award of the contract.

Sealed tenders addressed to **Chief Executive, The Institute of Company Secretaries of India** may be sent at the Institute's address in the prescribed manner mentioned herein below along with Earnest Money ,duly mentioning on top left hand corner of the sealed envelope "**Tender for empanelment of agencies for hiring taxis for local and out station transportation**" must reach office **The Institute of Company Secretaries of India, 22, ICSI House Lodi Road, New Delhi-110003** either by Courier/ Registered Post /Speed Post or by dropping in the quotation box placed at 3rd floor **not later than 3:00PM on 30 July 2013.**

THE TERMS AND CONDITIONS:

1. The Institute shall not be liable for any postal delays what so ever and tender received after the stipulated time/date are liable to be rejected summarily without giving any reason Similarly, incomplete quotations and/or without earnest money and un-signed will be rejected summarily.
2. Cuttings and over-writing(s) should be avoided. The cutting and over-writing must be duly initialed otherwise the quotation is liable to be rejected.
3. The firm shall be located within 5 Km of ICSI , New Delhi office.
4. The firm shall have a minimum fleet of 20 Vehicles and proof of registration number to be attached. (CNG Vehicles are preferred in addition to the Diesel /Petrol fuelled vehicles).
5. The firm must have infrastructure to send SMS to the guest viz Cab No , Driver name, Driver mobile number in addition to the officials of ICSI
6. Tender should be submitted in two separate sealed covers. First cover containing, "**TECHNICAL BID**" and the Second cover containing, "**COMMERCIAL BID**" should provide only Price, as per the Bill of Quantity. The rates must be quoted in unit price as per **Annexure 'B'**. **Both the covers should first be sealed separately,** and then both the covers should be kept **in a single sealed bigger envelop.** This envelope should be addressed to

Chief Executive
The Institute of Company Secretaries of India,
ICSI House, 22, Institutional Area, Lodi Road, New Delhi,

The Envelope should bear the inscription "**Tender for empanelment of agencies for hiring taxis for local and out station transportation**".

7. Technical Bid shall consist of EMD for the required amount as per the tender documents and technical details. Leaflets/information brochures (if any) showing the technical and general details of the vehicles offered shall also be enclosed with the Technical Bid. Deviations, if any, from tender

specifications, clause-wise and commercial terms and condition should be clearly mentioned in the sheet as specified. The tender form and all annexure and attachments thereto shall be submitted with this bid with each page being consecutively numbered and duly signed by the bidder along with the seal of the Agency.

8. Price Bids shall consist of price details in the given Performa of the tender.
9. The Technical Bid shall be opened on **31st July 2013 at 11.00AM** in the Institute of Company Secretaries of India at ICSI House, 22 Institutional Area, Lodi Road, New Delhi. Bidder or their authorized representatives, (not more than one person) may be present at the time of opening of tender, if they so desire. No separate communication will be sent in this regard. In the event of due date being a close day or declared holiday, the due date for opening of the bids will be the following working day at the appointed date, time and venue.
10. The Price Bids shall be opened on such later date, as may be notified by ICSI.
11. The quotation should be valid for at least upto three months from the date of opening of tender.
12. All the vehicles supplied to ICSI shall fully comply with vehicle fitness requirements in the Union Territory of Delhi and State of Uttar Pradesh, and all provisions of the Motor Vehicles Act, 1988 and rules made there under including other instructions/requirements issued/specified from time to time.
13. The vehicles supplied on regular basis shall not be more than four year old and should be in good condition. The agency should ensure regular service of the vehicle for proper service conditions.
14. Bids received by ICSI from various parties will be scrutinize and compiled for L1 rates. Tender is floated for empanelment of agencies for providing local and out station transportation. Parties which ever is interested in working with ICSI on the compiled L1 rates will be kept in panel for further services.
15. The price quoted and accepted by ICSI would be remain same during the contract period of first one year. However, during the extension of the contract, if any, the hike in fuel charges would be absorbed by ICSI as per the formula given below:

$$\frac{X - Y}{Z} \text{ multiplied by total no. of KM used by ICSI}$$

X = Present Cost of fuel per Ltr/Kg used in the vehicle

Y= The cost of the fuel before increase per Ltr/ Kg

Z= The mileage being provided by the respective vehicle per Ltr/Kg as mentioned in the tender document.

16. The contract may be extended on satisfactory completion of first one year of the contract on mutual acceptance and without any escalation in the cost

except the absorption of cost due to increase in fuel charges, if any, as per the formula defined under clause No. 15 subject to the age, working condition and maintenance of vehicle being provided in good condition.

17. No Vehicle fitted with LPG should be used during the contract.
18. The vehicle must have sufficient fuel to cater the day event, in no case the driver shall ask for the fuel money to the boarded guest.
19. The agency should ensure that taxis shall be neat and clean when use by the ICSI. The vehicles shall be fitted with perfume repellent.
20. The parking fees will be paid by ICSI in addition to the cost of running. The parking fee receipt should be attached to the main bill.
21. The agency must use our customized play card and return the same after use. In case of emergency the agency shall prepare the same and show in the Airport or in Railway station.
22. The requirement for the no. of vehicle to be hired by ICSI on weekly basis is an indication. It is not a regular feature. Depending upon the requirement and need, ICSI may requisition the vehicle to provide either from Delhi or Noida and the charges for the distance either from ICSI or the place of pickup /drop to the place of garage would be considered accordingly.
23. The Agency shall obtain adequate insurance cover for the vehicle, his staff and all bonafide passengers of the vehicle supplied pursuant to this tender. Further, the agency shall be responsible for all injuries and accidents to such staff and bonafide passengers including such injuries and accidents which may arise or occur to his employees and/ or the bonafide passengers during the course of performance of the Agency's obligations pursuant to this tender.
24. The driver/ staff deployed by the Agency for driving the vehicles should hold valid driving license and to be in uniform as well, be fit physically and mentally. Medical Fitness certificate for all such staff appointed pursuant to this Tender should be provided at the time of award of tender. The drivers provided should have at least 4 years of prior driving experience.
25. The agency shall be responsible for the good conduct and behavior of his employees. If any of the Agency's Employees is found misbehaving with the supervisory staff or any other staff member/ guest /student of ICSI, the Agency shall, on receipt of instructions from the Administration or any other Officer designated by the The Institute of Company Secretaries of India in this regard, replace such Agency Employee, at the Agency's risk and responsibility.

26. Driver should possess a Cell phone of his own or being provided by the agency to call the guest.
27. The Agency shall issue necessary instruction to his fleet staff to act upon the instruction given by the Supervisory-Staff of ICSI.
28. The Agency shall ensure proper and reasonable precautions during performance of their obligations and in the event of any loss being caused to ICSI on account of negligence/derelection of duties or performance of their obligations by the Agency or the Agency's staff, the Agency shall be liable to indemnify ICSI for such loss, out of the Agency's insurance cover or otherwise, such loss being quantified after an inquiry comprising of the representative of ICSI and the Agency.
29. The Agency shall not appoint any sub-agency to carry out any obligations under the contract.
30. If the Agency fails to perform its obligations as per the Standard Operating Procedures as enumerated hereto to the satisfaction to the Supervisory Official of ICSI or any officer nominated by Secretary, ICSI or on any day in any assigned route, ICSI may, without prejudice to its other rights and remedies, levy a charge of Rs. 500/- or less / more as deemed fit for each day or part thereof. The Agency shall provide an adequate replacement in case any of the vehicles not performed or stopped or failed to run. This will be at no additional expenses to ICSI. This will be in addition to the penalty for non-implementation of or non-performance as per the Standard Operating Procedures as mentioned above. This will also be in addition to the claim of ICSI as mentioned above.
31. The agency shall maintain a Complaint Book which will be made available to the Supervisory Staff of ICSI to redress the complaints of ICSI staff making use of the transport services provided hereunder.
32. Agency shall abide by all applicable laws including labour and welfare Laws (ESI, PF, BONUS, Income Tax, Service Tax or any other extra taxes levied by the Government) the companies Act, etc. and shall adopt all required, Welfare measures for the Agency Employees and discharge all other obligations concerning thereto. The Agency shall furnish adequate proof to ICSI in this regard. It is again clarified that all such responsibilities and obligations, whether specified herein or not, shall be the exclusive responsibility and obligations of the Agency, and ICSI shall not be held liable for such responsibilities/ obligations in any manner what-so-ever.

33. The Agency's staff proposed to be employed by the Agency for performance of obligations as envisaged hereunder shall be subject to screening by ICSI, to ascertain their antecedents, suitability and skills in case asked by ICSI
34. ICSI reserves the right to ask and require the agency to remove any Agency Employee deployed by the Agency, without assigning any reason/notice therefore.
35. The Agency Employees shall be trained and educated. The Agency shall also undertake at his own expense in consultation with ICSI, a continuous updating of skills and procedure to be followed by the Agency Employees provided to ICSI by organizing suitable training schedules for them.
36. The duration of the contract shall be one year subject to quarterly or 6 monthly appraisal and review by ICSI and in case the jobs performed are not found to be satisfactory, the contract shall be terminated even before one year, by giving notice of not less than one month to this effect. However, the contract can also be terminated by giving a written notice of 30 days by ICSI.
37. The **EMD of (Rs 30,000/- (Rupees Thirty Thousand only)** the successful bidder can be converted into performance guarantee/ **security deposit** and shall be retained for the entire period of contract. The agency shall not be entitled to any claim or receive any interest on the amount of performance guarantee. There is no interest is payable on the deposit. ICSI reserves the right to seize the security deposit (i) if the agency terminates the services without any reason or (ii) for any failure
38. The Agency will get all the Agency Employees, verified of their antecedents, through Police and a certificate to this effect be furnished by the Agency to ICSI before deployment of such Agency Employees. The Agency should also maintain proper record/documents of the same.
39. That no right, much less a legal right shall vest in the Agency Employees to claim or to have employment or otherwise seek absorption in ICSI nor the Agency Employees shall have any right whatsoever to claim the benefits and/ or emoluments that may be permissible or paid to the employees of ICSI. The Agency Employees will remain the employees of the Agency and this should be the sole responsibility of the Agency to inform and clarify it clear to the Agency Employees before deputing them on work at ICSI.
40. The Agency must pay minimum wages to the Agency Employees as per the Minimum Wages Act and satisfy all other applicable statutory requirements.

41. Without limiting generality of the conditions herein, if any of the Agency Employees prefer claim for employment with ICSI, the Agency shall, at its own cost, deal with such claim and settle such claims without any obligation on the part of ICSI regarding such claims or settlements thereof.
42. The Agency shall indemnify ICSI and keep ICSI indemnified against all losses, claims or demands arising out of or due to any acts or things done or purported to be done by the Agency or the Agency employees including but not limited to any claim for employment by the Agency Employees.
43. Contract can be terminated without any notice in case of violation of any clause of the contract agreement such as failure to provide required vehicle, poor quality of vehicles, inadequate or untrained manpower provided or any other violation, wages not paid to the workers or paid less than minimum wages applicable under the Act etc. In case the agency wants to discontinue the work he will have to serve two months clear notice to the contractee (ICSI) for termination of the contract.
44. In case of any dispute, the matter will be referred to sole arbitratorship of the Secretary of the Institute of Company Secretaries of India or his nominee and his decision shall be final and binding for both the parties.
45. Any legal disputes will be subject to jurisdiction of Delhi Courts.
46. The Institute reserves the right to accept or reject any or all tenders including the lowest tender/s without assigning any reason at its sole discretion and the decision of the Institute will be final and binding on all concerned.

(B. PRADHAN
Joint Director (Infra & Admin)



Technical Bid

To be put in a separate sealed cover/ envelop super scribing the wordings TECHNICAL BID”, Notice Inviting Tender No. and Name of the Bidder.

Tender for empanelment of agencies for hiring taxis for local and out station transportation for ICSI New Delhi

**NOTICE INVITING TENDER NO:
ICSI/Admn/ Tender / 1109**

1.	Name of the Agency (Full address with Tel. No Mobile No. Email address)	
2.	Constitution of the Agency (Attach Documentary Evidence)	Proprietorship / Partnership / Private Limited Company / Public Limited Company/LLP etc
3.	Registration No. of the Agency [Under State Govt. or any other Act.] (Please attach documentary proof)	
4.	Name & Designation of the key/top Official of the agency	
5.	Current no. of clients of the agency	
6.	Name of agency's at least 2 largest clients to whom Agency provides similar volume of services on monthly basis (Attach documentary evidence)	

7.	Details of infrastructure in terms of vehicles : (Specify no. of vehicles owned/	
8.	Income Tax PAN No.	
9.	Service Tax Registration No., if any	
10.	Detail of Earnest Money Deposit Favour of THE INSTITUTE OF COMPANY SECRETARIES OF INDIA, payable at New Delhi	Bank Draft No: _____ Dated : _____ drawn on (name of the Bank) _____ _____ Rs: _____

Signature of the Authorized Signatory with Seal of the Agency/ Firm

Date:



**THE INSTITUTE OF
Company Secretaries of India**
IN PURSUIT OF PROFESSIONAL EXCELLENCE
Statutory body under an Act of Parliament

Price Bid

**TO BE PUT IN A SEPARATE SEALED COVER / ENVELOPE SUPERSCRIBING THE WORDINGS
“PRICE BID”, NOTICE INVITING TENDER NO. AND NAME OF THE TENDER**

**Tender for empanelment of agencies for hiring taxis for local and out station
transportation for ICSI New Delhi**

NOTICE INVITING TENDER NO. ICSI/Admn/ Tender/ 1109

1. Name of the Agency :
(Full address with Tel. No
Mobile No. & Email address)
2. Registration No. of the Agency :
3. Rates Quoted for vehicles on day-to-day requirement basis (Delhi & NCR):

(i) Non AC Vehicles:-

S.No.	Type of Vehicle	8 hrs & 80 Kms	4 hrs & 40 Kms	Rate per Extra Km. If any.	Rate per Extra Hrs. if any.	Mileage per Liter/ KG
(i)	Indica					
(ii)	Indigo/ Ikon / Ascent/ Fiesta					
(iii)	Scorpio/ Innova/ Tavera/ Xylo					
(iv)	Honda City /SX4 / Swift Dzire/ Lancer/					
(v)	Corolla, /Elantra/ Cruze/ Optra/Verna					

(ii) AC Vehicles:-

S.No	Type of Vehicle	8 hrs & 80 Kms	4 hrs & 40 Kms	Rate per Extra Km. If any.	Rate per Extra Hrs. if any.	Mileage per Liter/ KG
(i)	Indica					
(ii)	Indigo/ Ikon / Ascent/ Fiesta					
(iii)	Scorpio/ Innova/ Tavera/ Xylo					
(iv)	Honda City /SX4 / Swift Dzire/ Lancer/					
(v)	Corolla /Elantra/ Cruze/ Optra/Verna					

4. Rates Quoted for vehicle on *pickup/*drop off basis for day-to-day requirements:

(i) Non AC and AC Vehicles:

Sr. No.	From / To	Type of Vehicle	Rate per Non-AC Vehicle in Rs.	Rate per AC Vehicle in Rs.
1.	ICSI, Lodhi Road to New Delhi Airport OR New Delhi Airport to ICSI, New Delhi	Indica		
		Indigo/ Ikon / Ascent/ Fiesta		
		Scorpio/ Innova/ Tavera/ Xylo		
		Honda City /SX4 / Swift Dzire/ Lancer/		
		Corolla, /Elantra/ Cruze/ Optra/Verna		
2.	ICSI, New Delhi to ICSI, Noida Sec - 62 OR ICSI, Noida Sec - 62 to ICSI, New Delhi	Indica		
		Indigo/ Ikon / Ascent/ Fiesta		
		Scorpio/ Innova/ Tavera/ Xylo		
		Honda City /SX4 / Swift Dzire/ Lancer/		

		Corolla, /Elantra/ Cruze/ Optra/Verna		
3.	ICSI, New Delhi to Railway Station (Delhi) OR Railway Station (Delhi) to ICSI, New Delhi	Indica		
		Indigo/ Ikon / Ascent/ Fiesta		
		Scorpio/ Innova/ Tavera/ Xylo		
		Honda City /SX4 / Swift Dzire/ Lancer/		
		Corolla, /Elantra/ Cruze/ Optra/Verna		

* **Number / Type of vehicles/ timings would be flexible as per the requirement.**

5. Rates Quoted for monthly rent basis for **Five days a week:**
(Five days a week with minimum 1750 KM and 200 Hrs per Month)

(i) Non AC – Vehicles:

Sr. No.	Type of Vehicle	Rate Quoted per month in Rs.	Rate per Extra KM if any	Rate per Extra Hr if any
(i)	Indica			
(ii)	Indigo/ Ikon / Ascent/ Fiesta			
(iii)	Scorpio/ Innova/ Tavera/ Xylo			
(iv)	Honda City /SX4 / Swift Dzire/ Lancer/			
(v)	Corolla, /Elantra/ Cruze/ Optra/Verna			

(ii) AC – Vehicles:

Sr. No.	Type of Vehicle	Rate Quoted per month in Rs.	Rate per Extra KM if any	Rate per Extra Hr if any
(i)	Indica			
(ii)	Indigo/ Ikon / Ascent/ Fiesta			
(iii)	Scorpio/ Innova/ Tavera/ Xylo			
(iv)	Honda City /SX4 / Swift Dzire/ Lancer/			
(v)	Corolla, /Elantra/ Cruze/ Optra/Verna			

6. Rates Quoted for monthly rent basis for **Six days a week:**
(Six days a week with minimum 2000 KM and 250 Hrs per Month)

(i) Non AC – Vehicles:

Sr. No.	Type of Vehicle	Rate Quoted per month in Rs.	Rate per Extra KM if any	Rate per Extra Hr if any
(i)	Indica			
(ii)	Indigo/ Ikon / Ascent/ Fiesta			
(iii)	Scorpio/ Innova/ Tavera/ Xylo			
(iv)	Honda City /SX4 / Swift Dzire/ Lancer/			
(v)	Corolla, /Elantra/ Cruze/ Optra/Verna			

(ii) AC – Vehicles:

Sr. No.	Type of Vehicle	Rate Quoted per month in Rs.	Rate per Extra KM if any	Rate per Extra Hr if any
(i)	Indica			
(ii)	Indigo/ Ikon / Ascent/ Fiesta			
(iii)	Scorpio/ Innova/ Tavera/ Xylo			
(iv)	Honda City /SX4 / Swift Dzire/ Lancer/			
(v)	Corolla, /Elantra/ Cruze/ Optra/Verna			

7. Rates Quoted for monthly rent basis for **Seven days a week:**
(Seven days a week with minimum 2500 KM and 300 Hrs per Month)

(i) Non AC – Vehicles:

Sr. No.	Type of Vehicle	Rate Quoted per month in Rs.	Rate per Extra KM if any	Rate per Extra Hr if any
(i)	Indica			
(ii)	Indigo/ Ikon / Ascent/ Fiesta			
(iii)	Scorpio/ Innova/ Tavera/ Xylo			
(iv)	Honda City /SX4 / Swift Dzire/ Lancer/			
(v)	Corolla, /Elantra/ Cruze/ Optra/Verna			

(ii) AC – Vehicles:

Sr. No.	Type of Vehicle	Rate Quoted per month in Rs.	Rate per Extra KM if any	Rate per Extra Hr if any
(i)	Indica			
(ii)	Indigo/ Ikon / Ascent/ Fiesta			
(iii)	Scorpio/ Innova/ Tavera/ Xylo			
(iv)	Honda City /SX4 / Swift Dzire/ Lancer/			
(v)	Corolla, /Elantra/ Cruze/ Optra/Verna			

Service tax and other levies if any by the Government will be paid by the ICSI.

Signature of the Authorized Signatory with
Seal of the Agency/ Firm

Date:

ACCEPTANCE CERTIFICATE

I.....(designation).....,of (Name of the Company)..... hereby accept the above-mentioned Terms & Conditions for providing the Transport Services (LMVs & MMVs) at ICSI, New Delhi. I am competent and authorized to give this acceptance on behalf of **M/s.....**

Signature
Company Seal

Date: