TENDER FOR
APPOINTMENT OF COURIER SERVICE AGENCY

Tender Document

Cost of Tender Document Rs. 500/- (Non refundable)

Tender No. ICSI/ADMIN/TENDER/COURIER/1110
(General Conditions of Contract)

Issued by:
Administrative Section,
ICSI,
Tel: 011 – 45341023, Fax: 011 – 45341092
E-mail: surya.mishra@icsi.edu
Visit us at http://www.icsi.edu
1. **NOTICE INVITING TENDER**

2. **GENERAL INSTRUCTIONS AND GUIDELINES FOR THE BIDDER**
   2.1 Eligibility Conditions
   2.2 Guideline for submission of tender /Bids
   2.3 Validity of the bids
   2.4 Amendment of Tender

3. **SPECIFICATION OF REQUIREMENTS**
   3.1 Scope of work

4. **GENERAL CONDITIONS OF TENDER**
   4.1 Period of Contract
   4.2 Termination of The Contract
   4.3 Earnest Money Deposit (EMD)
   4.4 Impound of EMD
   4.5 Security Deposit
   4.6 Payment Terms
   4.7 Liquidated Damages
   4.8 Penalty
   4.9 Indemnity
   4.10 Force Majeure
   4.11 Arbitration
   4.12 Jurisdiction

5. **CHECK LIST**

6. **ANNEXURES**
   I. Technical bid
   II. Financial Bid (Commercial Bid)
   III. Declaration & Acceptation
   IV. Execution of Agreement
   V. Bank Guarantee Performa
1. NOTICE INVITING TENDER

Tender No. ICSI/ADMIN/TENDER/COURIER/1110 Date: 18 July 2013

The INSTITUTE OF COMPANY SECRETARIES OF INDIA (ICSI) set up by an Act of Parliament viz. The Company Secretaries Act, 1980 to regulate the profession of Company Secretary. The Institute is functioning under the overall administrative Jurisdiction of Ministry of Corporate Affairs, Government of India. The ICSI has its Headquarter at ICSI House, 22, Institutional Area, Lodi Road, New Delhi -110003 with 4 Regional Offices at Delhi, Mumbai, Kolkata and Chennai and 69 Chapters spread all over the country. In addition, it has also set up extended office at C37, Sector -62, Noida and Navi Mumbai.

Sealed tenders are invited by the Chief Executive of the ICSI from reputed Courier agencies / firms with relevant experience and having sufficient infrastructure for dispatching letters / parcels of the Institute of Company Secretaries of India

The tender document may be obtained during working hours from 18th July 2013 to 01st August 2013 between 10.00 AM and 5.00 PM on all working days on payment of Rs. 500/- from the Reception Counter of the ICSI at “ICSI House” 22 Institutional Area, Lodi Road New Delhi-110 003 on cash payment 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 downloaded from the website of the ICSI (www.icsi.edu) for which parties would be required to enclose a demand draft of Rs. 500/-towards the cost of the tender document along with their quotes, failing which the tender shall not be entertained.

Sealed tenders addressed to Chief Executive, The Institute of Company Secretaries of India [the ICSI] shall be sent at the ICSI’s address along with Earnest Money, duly mentioning on top left hand corner of the sealed envelope “Tender for Appointment of Courier Service Agency” must reach office of the Chief Executive, The Institute of Company Secretaries of India, 22, Institutional Area, Lodi Road, New Delhi either by Registered Post/Speed Post or by dropping in the quotation box placed at 3rd floor not later than 3.30 PM on 01st August 2013.

The ICSI shall not be liable for any postal delays what so ever and tender received after the stipulated date and time shall not be entertained.
2. **GENERAL INSTRUCTIONS AND GUIDELINES FOR THE BIDDER**

2.1 **ELIGIBILITY CONDITIONS**

a. Only authorized agencies in the business of providing courier service with minimum experience of 3 years in the services are permitted.
b. The Courier agency is required to have branch offices in all metropolitan cites, state capitals and other major towns of India. The courier service is required to provide a list of stations along with addresses, telephone number, e-mail and Fax where its offices or contact offices are located.
c. The Agency should be well equipped to pick up any number of documents to be presented/handed over in one consignment.
d. The agency must have carried out similar work during the last three years and at least three orders of similar work in Government/autonomous organizations or public sector undertakings or reputed companies. A copy of the award letter satisfactory performance certificate is required to be furnished from at least three of the above organizations.
e. The details of inputs/information required to be submitted by the agency is as per the Annexure-I.
f. Average annual turnover from similar works of last year’s should be greater than or equal to Rs.5.00 lakh from any contract/party.
g. Tenders received without requisite documents, including demand draft of EMD, shall not be entertained.
h. Bidders declared by Government of India to be ineligible to participate for unsatisfactory past performance, corrupt, fraudulent or any other unlawful or unethical business practices shall not be eligible.
i. The bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this tender. An undertaking in this regard from the Company Secretary or Authorised Signatory.
j. The bidder should not be blacklisted/terminated by any Government organization/agency for unsatisfactory past performance, corrupt, fraudulent or any other unlawful or unethical business practices.

2.2 **GUIDELINE FOR SUBMISSION OF TENDER /BIDS**

a. **Authorized Signatory**: Each and every page of the tender document should be signed by Authorized person/ signatory and to be enclosed with the Financial Bid form and the work experience certificate. The bid can be forwarded by owner or owner’s representative. Representative will have to enclose the Letter of Authority / the Power of Attorney along with this offer or when demanded by ICSI, otherwise the offer will be considered null and void at any stage as per the decision of ICSI.
b. **Corrections:** All the corrections made anywhere in the tender form will have to be authenticated. The corrections without authentication will be liable to be rejected.

c. **The Sealed bids are to be submitted in two separate envelopes**

   (i) **TECHNICAL BID:** Sealed Technical Bid, along with a Demand Draft of Rs.25,000/- (Rupees Twenty Five Thousand only) towards EMD, drawn in favour of INSTITUTE OF COMPANY SECRETARIES OF INDIA payable at NEW DELHI, and other requested document mentioned in Annexure – I, placed in sealed envelope supercribed “TECHNICAL BID - Tender for Appointment of Courier Service Agency”. Tender Document received without EMD shall not be entertained.

   (ii) **FINANCIAL BID:** Sealed Financial Bid placed in a separate envelop super-scribed: “FINANCIAL BID - Tender for Appointment of Courier Service Agency”.

   The above mentioned two sealed envelopes should bear the name and complete postal address of the bidder. Sealed envelopes containing Technical Bid and Financial Bid should be placed in a bigger envelop super-scribed “Tender for Appointment of Courier Service Agency”. This bigger envelop, should be addressed to

   The Chief Executive,
   The Institute of Company Secretaries of India
   ICSI House, 22, Institutional Area, Lodi Road
   New Delhi-110003

   And must reach to the ICSI head office either by Registered Post/Speed Post/Courier or submitted by hand at R&I Section counter or dropping in the quotation box placed at ICSI House, 22, 3rd floor Lodi Road, New Delhi not later than **3.30 p.m. on 01st August 2013**

d. Tenders received after the stipulated date and time shall not be entertained under any circumstances whatsoever. The ICSI shall not be liable for any postal delays whatsoever. Conditional tenders shall not be entertained.

e. The bidder(s) shall quote rates inclusive of all statutory levies, taxes, fees, cesses, duties, rate charges, surcharges, VAT, octroi, transport, freight, costs & other taxes and components etc. No component of cost / tax or any other charges shall be paid by the ICSI unless the same is included specifically in the quotations and agreed by the ICSI. 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 will be taken as final.

f. The ICSI reserves the right to reject or accept any or all bid(s) without assigning any reasons and to restrict the list of pre-qualified agencies to any number deemed suitable by it, if too many
bidders are received satisfying the basic pre-requisite criteria.

g. The Technical Bid shall be opened on **2nd August 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.

h. The Price Bids shall be opened on such later date, as may be notified by ICSI.

2.3 Validity of the bids

Bids shall remain valid for 90 days after the date of opening of Technical Bids prescribed by the ICSI. A bid valid for a shorter period may be rejected as non-responsive. However, the prices finalized after opening the tenders shall not increase throughout the period of implementation and operation.

In exceptional circumstances, the ICSI may request the Bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax). The validity of EMD shall also be suitably extended.

2.4 Amendment of Tender

a. At any time prior to the last date for receipt of Bids, the ICSI, may, for any reason, whether at its own initiative or in response to a clarification requested by the Bidders, modify the Tender by issuing an addendum/corrigendum. Any such amendment issued along with the original Tender document will constitute Revised Tender.

b. The addendum/corrigendum will be uploaded on the ICSI website. The Bidders are requested to visit the website frequently to check for any amendments.

c. The ICSI may at any time during the Tendering process but before opening the technical bid request the Bidders to submit revised Technical / Commercial Bids and/or Supplementary Commercial Bids, in case of change in Scope of Work, without thereby incurring any liability to the affected Bidder or Bidders.

3. **SPECIFICATION OF REQUIREMENTS**

3.1 **SCOPE OF WORK**

I. The Authorized representative of Courier agency will collect parcels/letters from the Institute’s HQ Lodi Road and Noida Office C-37, Sector 62 Noida.

II. The agency should collect documents/parcels on all working days and on holidays if there are some urgent requirements.

III. The authorized representative of Courier agency will be required to furnish receipt of the parcels/letters collected.

IV. The Courier agency will return the undelivered parcels/letters within two weeks.
V. The Courier agency will arrange to deliver parcels/letters within 24 hours in all major cities which are connected by Air, within 48 hours in smaller cities, within 96 hours in remote stations and 3-4 days for international deliveries.

VI. The courier agency will ensure that all the parcels/letters are delivered to the recipient to whom it is meant for and in no case is delivered to anybody other than the recipient.

VII. The Courier agency will furnish proof of delivery of parcels/letters every week after getting signature of the recipient, his/her name and telephone number. The Representatives of Courier Service will write the name and telephone number of the recipients themselves.

VIII. The quantities mentioned in the financial offer are tentative for evaluation of tender only actual quantities may vary.

Successful bidder will be the official partner of the ICSI’s National Convention. The successful party will dispatch approximately 35000 letter/brochures of National Convention of Company Secretary at free of cost throughout India.

In the return the following benefits will be provided by ICSI

- The logo of the party/ agency will be published in the cover of Brochures as the official courier
- Name of the agency will be printed in the backdrop or sponsored panel of the convention.
- One stall 6x6 may be provided in the exhibition place in the case of availability.
- One delegation fee free of cost

4. GENERAL CONDITIONS OF TENDER

4.1 Period of Contract

a. The contract will be valid for a period of one year initially subject to successful completion of the probationary period of three months from the date of taking over charge. Probation period shall automatically end after the expiry of three months if no termination / extension letter is issued by the ICSI within in Probation period.

b. On expiry of one year, the ICSI reserves the right to extend the contract for another one year [maximum period of two years] on the same terms & conditions in writing if the service of the agency found satisfactory. Agency shall have no right or claim for the extension of the contract in any circumstances and decision of the ICSI shall be final and absolute.

4.2 TERMINATION OF THE CONTRACT

a. ICSI may terminate the contract without assigning any cause by giving three months notice in writing. However, the notice period may be extended by mutual agreement till
alternate arrangements are made. Further, any pending or unresolved service, function, task, performance, unpaid fees and any other remedies shall continue by both the parties during the period of termination notice and the same must be satisfied before this agreement is terminated.

b. The Agency shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have derived from the execution of the work in full, but which he did not derive in consequences the full amount of the work not having been carried out, neither shall he have any claim on compensation / damage for the loss suffered by him by reason of termination of agreement by the ICSI.

c. The Institute without prejudice to any other remedy, reserves the right to terminate the Tender / Contract in whole or in part and also to blacklist the Agency for a suitable period without giving any notice in case he fails to honour his bid or contract without sufficient grounds or found guilty for breach of condition /s of the tender or contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by agency or by its staff or agent. ICSI’s decision in such a situation shall be final and shall be accepted by the service provider without any objection or resistance. In such case of termination, the ICSI will have the right to put in place any other agency for carrying out the remaining enrolment work. Any extra expenditure shall be recovered from the agency.

d. If the successful bidder withdraws or the services provided by the successful bidder are not found satisfactory (say in a month or so) during the probationary period of three months from the date of taking over charge, ICSI reserves the right to terminate the contract without giving any notice and initiate appropriate necessary action in the matter for making alternate arrangements.

4.3 EARNEST MONEY DEPOSIT (EMD)

1. The Earnest Money Deposit (EMD) of Rs. **25,000/- (Rupees: Twenty Five Thousand only)** in the form of Demand Draft/pay order drawn in favour of “THE INSTITUTE OF COMPANY SECRETARIES OF INDIA” payable at New Delhi only is to be submitted along with the technical bid.

2. Tenders received without the prescribed Earnest Money Deposit (EMD) of Rs. 250000/-) shall not be entertained

3. The EMDs of the unsuccessful bidders will be refunded without any interest or bank charges. The EMD of the Successful bidder will be refunded after submission of the Security Deposit/Bank Guarantee by the party.

4.4 IMPOUND OF EMD

EMD of the successful bidder shall be liable to be forfeited if the agency does not fulfill any of the following conditions:
I. If the Bidder withdraws their offer during the period of tender validity.

II. If after submission of quotation the Bidder fails to honour the contract or refuses to comply with any or all terms and conditions of the tender.

III. An agreement is not signed in the prescribed form within ten days of the receipt of the Letter of Award of the Contract;

IV. The Agency does not commence Courier services within seven days of the stipulated date for commencement of Courier services,

4.5 SECURITY DEPOSIT

The EMD of 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.

Security deposit / performance guarantee of Rs. 50,000/- (Rupees: Fifty Thousand Only) in the form of bank guarantee from Govt. Sector Bank as per the format given in Annexure-V is to be submitted by the Agency immediately within 7 days of the execution of the agreement to cover any loss or damage caused to or suffered by the ICSI due to acts of commission and omission by the Agency or any failure on the part of Agency in fulfillment of terms and conditions of the contract and conditions contained in the agreement.

The bank guarantee should be valid up to three months beyond the expiry of contract period.

4.6 PAYMENT TERMS

I. The Courier service will raise bills on completion of each calendar month. The proof of Delivery (PODs) will be preserved and maintained by courier agency and should be submitted along with the monthly bill payment the Payment will be made within a reasonable time after scrutinizing and verifying the

II. In case of untimely or non-delivery of parcels/letters etc. or damage to the parcels/letter, ICSI reserves the right to deduct the amount from the monthly billing of the Courier Service.

4.7 LIQUIDATED DAMAGES

I. The timely and accurate delivery of the letters/articles/packets/ documents etc with utmost promptness is the essence of this tender. Extensions of the time limit of the delivery of the packets/articles/ documents beyond the agreed delivery schedule will not be given except in exceptional circumstances. In case of delay in delivery beyond the agreed delivery schedule, penalty at the rate of 20% of the bill value for each day of delay or part thereof, subject to maximum 100% of total
agreement value of delivery rate. Quantum of liquidated damages assessed and levied by the ICSI shall be final and not challengeable by the Agency.

II. The Agency shall exercise due care and caution while transporting the consignments to avoid any damage or loss at any stage. The Agency shall be responsible for the safety of the consignment in their custody. ICSI shall be at liberty to recover all the damages or any payable amount from the Agency’s monthly bills, if the Agency fails in taking care of the consignment in its custody.

III. All the material shall be deemed to be in the possession of the Agency and in his care and custody, at his risk and responsibility from the moment they have been handed over to and accepted in writing by the Agency or his representative at the pickup point and till such time they are delivered to the addressees under proper acknowledgement. The Agency shall be responsible for any mishap, accident en-route, the consequences thereof including legal compensations, if any, and payable during the execution of the contract. The ICSI shall not be in any way responsible for any accident or damages incurred or claims arising there from during the period of the contract.

IV. Subject to clause for Force Majeure if the bidder fails to provide the service as agreed, the ICSI at its discretion may without prejudice to any other right or remedy available to the ICSI in the tender and the Contract, forfeit the entire performance bank guarantee submitted by the agency, apart from blacklisting of the agency for further participation in any of the tenders of the ICSI.

4.8 INDEMNITY

The Courier agency hereby covenants and agrees to indemnify and shall at all times keep indemnified the ICSI against any loss or damage that the ICSI may sustain as a result of the failure or neglect of the Bidders to faithfully carry out its obligations under this agreement or negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the Agency or its employees, agents, representatives and further to pay for all losses, damages, costs, charges and expenses which the ICSI may reasonably incur or suffer, and to indemnify and keep indemnified the ICSI in all respects.

4.9 FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (herein after referred to “eventuality”), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither
party shall be reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or cease to exist. In case of any dispute, the decision of Secretary or Chief Executive of the ICSI shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the ICSI shall be at liberty to take over from the Agency at a price to be fixed by the ICSI, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of operation which may be in the possession of the agency at the time of such termination, or such portion thereof as the ICSI may deem, fit except such material, as the agency may, with the concurrence of the ICSI, elect to retain.

4.10 ARBITRATION

I. In the event of any dispute difference, claims and demands arising between ICSI and the agency in any matter arising in relation or connection or pursuant or touching to the meaning, operation, effect or interpretation of this tender / agreement directly or indirectly, the matter shall be referred to the Secretary of the ICSI who may himself act as sole arbitrator or may name as sole arbitrator an officer of ICSI notwithstanding the fact that such officer has been directly or indirectly associated with this contract. The decision / award of the Arbitrator shall be final and binding on the parties. Cost of Arbitration will be shared equally by the parties.

II. The place of the arbitration shall be at The ICSI House, 22, Institutional Area, Lodi Road, New Delhi.

III. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.

IV. The proceedings of arbitration shall be in English language.

4.11 JURISDICTION

In respect of any dispute arising between ICSI and the agency in any matter covered / touched this tender / contract or arising directly or indirectly there from or connected or concerned with the said contract, the courts at Delhi shall only have the jurisdiction.
5. **CHECK LIST**  
**CHECK LIST OF DOCUMENTS REQUIRED FOR TECHNICAL SCRUTINY**

The list of documents required to be enclosed with technical bid for getting eligible to be considered for technical scrutiny:

I. Supporting documents of annual bill value of Minimum of Rs.5.00 lakh from a single client for courier service only.

II. Demand draft of Rs. 500/- (Rupees Five Hundred Only) drawn in favour of Institute of Company Secretaries of India, payable at New Delhi in case tender document downloaded from ICSI website.

III. Demand draft of Earnest Money Deposit Rs 25,000/- (Rupees: Twenty Five Thousand Only). drawn in favour of Institute of Company Secretaries of India, payable at New Delhi

IV. List of their offices/ branches, covering all offices of the courier agency, with complete address and telephone number.

V. Details of successfully executed similar work during last three year along with their proof Certified Copies of the work order (s) and contract in hand. as mentioned in ELIGIBILITY CONDITIONS

VI. List of Current Clients executing similar works/Assignments. (Attach Documentary proof).

VII. A Certified Copy (s) of Registration Certificate, Service tax, DVAT etc.

VIII. Duly filled in and signed **Declaration & Acceptance of Terms and Conditions**, as per Performa enclosed in annexure - III

IX. Complete copy of tender document duly signed each of the pages.

X. The Complete details setup and establishment of the agency (copy of Certificate of Incorporation / Partnership Deed)

XI. Copy of last 3 Year’s audited financial statement including profit and loss account and balance sheet. (Showing annual turnover of the firm)

XII. Income tax return for last 3 years along with copy of PAN card

Note: - The Bidder who provided as required above will technically qualify subject to the submission of satisfactory report by ICSI’s Inspection Committee after site inspection, if required, otherwise not.
### Technical bid

**Details of Inputs/ Information to be provided by the Bidder**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Items</th>
<th>Information /inputs to be filled by the Bidder (if required separate sheets may be enclosed)</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name and address of the agency, telephone number, fax, mobile number, email address</td>
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<td>2.</td>
<td><strong>Type of organization</strong> <em>(Whether proprietorship, partnership, private limited, limited company)</em></td>
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<td>3.</td>
<td><strong>Name and address</strong> of the directors/proprietor/partners</td>
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<td>4.</td>
<td>Year of formation of the company/ experience as a courier agency</td>
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<td>5.</td>
<td><strong>Branches</strong> in other cities in India and abroad and contact details</td>
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<td>Name of Agency’s 2 largest clients, to whom Agency provides similar Services.</td>
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<td>Any <strong>sister concerns</strong> and their address</td>
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<td></td>
<td><strong>Details of registration/ membership/ trade license</strong></td>
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<td></td>
<td>Total number of <strong>employees</strong> of the firm</td>
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<td></td>
<td>24 hour <strong>helpline numbers &amp; details of dedicated customer support</strong></td>
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<td></td>
<td>Bar coded AWB facilities</td>
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<td></td>
<td>Online Software for tracking end to end delivery of documents. <em>(Web tracking facility for tracing Consignments)</em></td>
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<td><strong>Income tax return</strong> for the last three financial years</td>
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<td>---------------------------------------------------------</td>
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<tr>
<td>Total turnover of the courier agency during last three financial years</td>
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<td>Service tax number/ certificate / DVAT etc. (Attach a copy of the Registration Certificate / letter.)</td>
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<td>Income Tax Permanent Account No. (Attach documentary Proof)</td>
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<td><strong>Change of the firm name at any time. If so, when and reason thereof</strong></td>
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<td><strong>Dispute, if any</strong></td>
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**Undertaking:**

I hereby certify that all the information furnished above is true to my knowledge. I have no objection to ICSI verifying any or all the information furnished in this document with the concerned authorities, if necessary.

I also certify that, I have understood all the terms and conditions indicated in the tender document and hereby accept the same completely.

Signature of the authorized signatory of the agency

Official seal/ stamp

Date:

Place:
Financial Bid (Commercial Bid)

<table>
<thead>
<tr>
<th>Domestic (Document / Letters)</th>
<th>Delhi NCR</th>
<th>Metros and other cities directly connected with air</th>
<th>East Zone</th>
<th>West Zone</th>
<th>North Zone</th>
<th>South Zone</th>
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<tbody>
<tr>
<td>Per Letter / Article Up to 250 GM</td>
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<td>Per letter / article from 51 to 100 grms.</td>
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<td>Per letter / article from 101 to 150 grms.</td>
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<td>Per letter / article from 151 to 250 grms.</td>
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<td>Every additional 250 grms and part thereof up to 5 kg</td>
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Expected Delivery Time

FUEL Surcharge

Tax if any

Signature of the authorized signatory of the agency

Official seal/ stamp
## Domestic (Parcel more than 5 Kg)

<table>
<thead>
<tr>
<th></th>
<th>Delhi NCR</th>
<th>Metros and other cities directly connected with air</th>
<th>East Zone</th>
<th>West Zone</th>
<th>North Zone</th>
<th>South Zone</th>
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<tbody>
<tr>
<td>By Train (surface) (per Kg)</td>
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<td>By Air (per Kg)</td>
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<td>Fuel Surcharges</td>
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<td>Tax if any</td>
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## International

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<tr>
<th></th>
<th>Asian countries</th>
<th>Gulf countries</th>
<th>Europe</th>
<th>African countries</th>
<th>American countries</th>
<th>Australia continental</th>
</tr>
</thead>
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<td>Per Letter / Article Up to 250 GM</td>
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<td>Per letter / article from 51 to 100 grms.</td>
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<td>Per letter / article from 101 to 150 grms.</td>
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<td>Per letter / article from 151 to 250 grms.</td>
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<td><strong>Every additional 250 grms and part thereof upto 5 kg</strong></td>
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<td><strong>Tax if any</strong></td>
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Signature of the authorized signatory of the agency

Official seal/ stamp
Declaration & Acceptance of Terms and Conditions

To,
The Chief Executive (CE)
Institute of Company Secretaries of India
ICSI House, 22, Institutional Area,
Lodi Road, New Delhi-110003

Sub: TENDER FOR APPOINTMENT OF COURIER SERVICE AGENCY

Sir,

This is with reference to your tender no: ______________due on ______________. We are interested in participate in the tender for appointment of courier service agency.

We have read and understood the details as given in the tender information regarding the Scope of Work and Terms and Conditions for the selection and the same are acceptable to us. We have been given all the required information by ICSI. We have submitted the required Documents as per the format. We certify that we are eligible as per the said Terms. The duly signed copies of all the tender pages are attached herewith.

(Signature of the Bidder)
Printed Name Designation

Official seal/ stamp

Date:

Business Address:
AGREEMENT FOR APPOINTMENT OF COURIER SERVICE AGENCY FOR DELIVERY OF LETTERS / MAILS/ PACKETS/ PARCELS ETC. OF THE ICSI (SPECIMEN COPY)

No._______________________________ Dated____________________ This agreement is made at ------ ---on this _______________________ Day of ____________________ 2013 between The Institute of Company Secretary of India, 22, Institutional Area Lodi Road New Delhi, (hereinafter called ICSI) which expression shall, unless repugnant to the context hereinafter contained, include its successors and assigns of the one part and ______________________________ carrying on business at ______________________________ under the name of ______________________________ (hereinafter called the Agency which expression shall be deemed to include his/their respective Heirs, Executors, Administrators, Legal Representative, Successors and Assignees) on the other part for the purpose of performing the courier related services at the rates and under the terms and conditions specified in the tender form and its annexure.

Whereas the Agency has agreed with the ICSI to perform all the operations set forth in the tender documents including its annexures, which shall be treated as an integral part of this agreement, upon the terms and conditions governing contract annexed.

In consideration of the payment to be made by ICSI, the Agency shall duly perform the said operations as mentioned in the tender document and its annexure and shall execute the same with great promptness, care and diligence to the satisfaction of ICSI and will carry out the work in accordance with the terms and conditions of contract with effect from ____________ day of __________, 2013 up to ____________ of __________ 2014 and will observe, fulfill and honour all the conditions mentioned in the tender document. ICSI hereby agrees that if the Agency observe and honour the said terms and conditions of the contract, ICSI will pay or cause to be paid to the Agency for the operations, on the completion thereof, the amount due in respect thereof at the rates specified in the schedule hereto annexed. The cost of stamp duty on this account shall be borne by Agency. In witness whereof the said parties have hereunto set their hands the day and year first above written.

AGENCY ____________________________
FOR AND ON BEHALF OF
THE INSTITUTE OF
COMPANY SECRETARIES
OF INDIA
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SCHEDULE DETAILING THE TERMS OF WORK WITH RATES THEREOF AND THE CONDITIONS OF CONTRACT ARE ANNEXED.
PERFORMANCE GUARANTEE / SECURITY DEPOSIT IN THE FORM OF BANK GUARANTEE (from Govt. Sector Bank)

Dated: ------------, 2013

Bank Guarantee No: ________________

The Institute of Company Secretaries of India

22, Institutional Area,

Lodi Road New Delhi 110003

In consideration of The Institute of Company Secretaries of India (hereinafter called the ICSI, which expression shall, wherever the context admits, mean and includes its successors and assignees), having its head office at ICSI House 22, Institutional Area, Lodi Road New Delhi 110003 having entered into a contract dated ______ with M/s ______________ (hereinafter called the said Agency which expression shall include its successors, representatives, assignees, executors, administrators) to perform courier service on its behalf as custodians of the ICSI on the terms and conditions of the agreement. Agency having agreed to provide a Guarantee to the ICSI for performance of the contract in the form of Bank Guarantee for Rs 50000/- (Rupees: Fifty Thousand only). We_________Bank, having its registered office at_______ and acting through its branch office at------ (hereinafter referred to as Bank) hereby unconditionally and irrevocably guarantee and undertake to indemnify and keep indemnified the ICSI to the extent of Rs.50000/- (Rupees: Fifty Thousand only) against any loss or damage caused to or suffered by the ICSI by the Agency or its employees or sub-agents.

We ________________________________ Bank, do hereby undertake and promise to pay the amount due or payable under this guarantee without any demur, reservations, recourse, contest or protest merely on a demand from the ICSI, stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the ICSI.

We ________________________________ Bank, further agree that the ICSI shall be the sole judge of and as to whether the Agency has committed any breach or breaches of any terms and conditions of the contract and the extent of loss, damage, costs and expenses caused to or suffered by the ICSI on account thereof and the decision of the ICSI that the Agency has committed such breach as to the amount or amount of loss, damages, costs, charges and expenses including due to faulty/ delayed service shall be final and binding on us notwithstanding any difference or any dispute pending before any court, tribunal or any other authority.

We the Bank further agree that no change or addition to or modification of the terms of contract/ tender documents which may be made between ICSI and the Agency shall in anyway release the Bank from the liability under this Guarantee, and we hereby waive notice of any such change, addition or modification.
We_____________________________ Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the ICSI, under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or guaranteed unless a demand or claim under this agreement is made on us in writing on or before three months after the date of completion of the contract, we shall be discharged from all liability under this guarantee thereafter.

This guarantee will not be revoked by any change in the constitution of the Bank or of the surety.

It is agreed that ICSI’s claim shall remain valid even if the ICSI has not issued a prior notice or has not proceeded against the Agency before making such claim.

We ______________________________ Bank lastly undertake not to revoke this guarantee during this currency except with the previous consent of ICSI in writing.

Date the--- day of ---2013

For and on behalf of the Bank

-------------------------
Signature