



**THE INSTITUTE OF
Company Secretaries of India**

भारतीय कम्पनी सचिव संस्थान

IN PURSUIT OF PROFESSIONAL EXCELLENCE

Statutory body under an Act of Parliament

**Room No.13, 56 & 57, Jolly Maker Chambers No.2,
Nariman Point, Mumbai-400021**

Tender No. ICSI/Admin/HKS-Mumbai/2019-20

Date: May 22, 2019

**SUB: Tender for providing of House Keeping Services at premises of Room No.13, 56 & 57,
Jolly Maker Chambers No.2, Nariman Point, Mumbai-400021**

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Cost of Tender	Rs.236/- (Rs.200+ 18% GST (Rs.200/-+Rs.36/-)) (Rupees Two Hundred and Thirty Six Only)
Earnest Money Deposit	Rs.15,000/- (Rupees Fifteen Thousand only)
Tender Publish Date	May 22, 2019
Pre Bid meeting if requested by prospective bidders through e-mail	May 29, 2019 at 11:00 AM Address: Western India Regional Council of The Institute of Company Secretaries of India Room No.13, 56 & 57, Jolly Maker Chambers No.2, Nariman Point, Mumbai-400021
Last Date and Time for Submission of Bids	June 12, 2019 at 02.00 pm.
Address for submission of Bids	Western India Regional Council of The Institute of Company Secretaries of India Room No.13, 56 & 57, Jolly Maker Chambers No.2, Nariman Point, Mumbai-400021
Venue, Date and time of opening of Technical Bids.	Address as above. June 12, 2019, at 3:00 PM
Contact details	Dr. Rajesh Agrawal Regional Director (WIRC of ICSI) Tel: 022-61307900/901 E-mail: rajesh.agrawal@icsi.edu
Institute's Website	https://www.icsi.edu/wiro/home/



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A. About ICSI:

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 having its Regional Office named Western India Regional Office (WIRO) (Herein after called as WIRO) at 13, 56 &57, Jolly Maker Chamber No.2, Nariman Point, Mumbai 400021. ICSI is the only recognized professional body in India to regulate and develop the profession of Company Secretaries in India.

B. DEFINITIONS

- i) The "ICSI" means THE INSTITUTE OF COMPANY SECRETARIES OF INDIA, New Delhi.
- i) The "Service" means providing **Tender for providing of House Keeping Services at premises of WIRO of ICSI, Room No.13, 56 & 57, Jolly Maker Chambers No.2, Nariman Point, Mumbai-400021**, which the bidder is required to provide to the WIRC of ICSI under the Contract through this tender.
- ii) "Bidder" or "Tenderer" means the agency/firm that is engaged in the business of providing **House Keeping Services** on annual contract basis and applies in response to this notice inviting tender.
- iii) "Vendor" mean the successful bidder who is engaged by WIRO of ICSI to provide the service through this tender process by entering into the contract with the WIRO of ICSI.
- iv) "Party" means WIRO of ICSI or Vendor individually and "Parties" shall mean WIRO of ICSI and Vendor collectively.
- v) "Letter of Intent" means the communication of the intention of the WIRO of ICSI to the vendor for the award of work in accordance with tender documents.
- vi) "Work Order" means the order placed after issue of Letter of Intent by the WIRO of ICSI to the vendor signed by the authorized officer of WIRO of ICSI including all attachments and appendices thereto and all documents incorporated by reference therein. Work order along with the Letter of Intent and tender documents and the agreement constitutes the contract.
- vii) Housekeeping Staff/other Staff/Supervisor means manpower deputed **for providing of**

House Keeping Services

Sealed tenders are invited from reputed service providers or authorized agencies for providing **House Keeping Services at premises of Room No.13, 56 & 57, Jolly Maker Chambers No.2, Nariman Point, Mumbai-400021** as per the details given in Part 'A', 'B' & 'C' of the Tender Document. The terms and conditions governing the Tender are as under:

PART 'A'

1. Instruction to Bidders

- 1.1 The tender document may be obtained during working hours from **May 22, 2019 to June 12, 2019 (till 01.00 PM) on all working days on payment of Rs.236/- (Rs.200 + 18% GST)** from the Reception Counter of the **WIRO of ICSI** on cash payment or by submitting a demand draft in favour of **"WIRC of ICSI", payable at Mumbai**. The tender document can also be downloaded from the website of the Institute (www.icsi.edu/wiro/home/) for which bidder would be required to enclose a demand draft of **Rs.236/- (Rs.200 + 18% GST)** towards the cost of the tender document along with their quotes, failing which the tender shall be out rightly rejected. If any discrepancies are found in the downloaded version of the tender, the version of the tender document kept at the reception counter at WIRO of ICSI shall be treated as authentic, correct and final.
- 1.2 The sealed tenders are to be submitted in prescribed format on the bidder's business letter head duly stamped, signed and dated on each page of Part 'A' & 'B' and 'C' as a token of the bidder's unconditional acceptance to the terms prescribed by the WIRO of ICSI. Details/supporting documents wherever applicable, if attached with the tender must be duly authenticated and/or self-attested by the bidder. No over-writing shall be accepted.
- 1.3 **Bid Submission:** Each bidder shall submit the tender in three separate sealed envelopes, (i) EMD & Tender Fee is to be put in **envelope No. 1** (please mark the envelope as **"No.1 – EMD & Tender Fee"**), (ii) Part 'A' & 'B' including Form I (annexure A), Form II (annexure B), and Form III (annexure C), along with all requisite documents is to be put in **envelope No. 2** (please mark the envelope as **"No. 2 – Technical Bid"**), (iii) Part 'C' only is to be put in **Envelope No. 3** (Please mark the Envelope as **"No. 3 – Financial Bid"**). All the sealed envelopes bearing No. 1, 2 and 3 as mentioned above are to be put in main envelop i.e. Envelope No. 4.
(Note: The bidders having valid registration with NSIC/MSME may avail exemption from submission of EMD and Cost of Tender but must enclose valid NSIC / MSME certificate/document in envelope No. 1 instead of EMD demand draft).

The sealed tender envelope duly super scribed as **"Tender for providing of House Keeping Services at premises of WIRO of ICSI, Room No.13, 56 & 57, Jolly Maker Chambers No.2, Nariman Point, Mumbai-400021** due on **June 12, 2019** should be addressed by name to **Dr. Rajesh Agrawal, Regional Director**, WIRO of ICSI and send at the WIRO of ICSI address given below either by registered post/speed post/courier or by dropping in the tender box placed at 5th floor of WIRO of ICSI address as mentioned below & should reach on or before **June 12, 2019 at 02.00 pm**.

Address:

Dr. Rajesh Agrawal
Regional Director
WIRO of ICSI
Room No. 56 & 57, (5th Floor : Tender Box)
Jolly Maker Chambers No.2,
Nariman Point, Mumbai-400021,

The Institute shall not be responsible / liable for any transit delays whatsoever and tenders received after the stipulated time and date are liable to be summarily rejected without assigning any reason and without any further reference to the bidder.

- 1.4 **Pre-Bid Meeting:** The pre bid meeting will be held on **May 29, 2019 at 11:00 AM** at WIRO of ICSI, Room No.13, 56 & 57, Jolly Maker Chambers No.2, Nariman Point, Mumbai – 400 021 only on the request of the prospective bidders if there is any unresolved queries sent by the bidders through e-mail. If any bidder is having queries or require any clarification on the scope of work or tender terms & conditions may seek through e-mail to **Dr. Rajesh Agrawal, Regional Director, Tel: 022-61307900/901, E-mail: rajesh.agrawal@icsi.edu by May 28, 2019 up to 12:00 Noon which will be clarified in the pre-bid meeting.** No individual communication will be done with the bidders. Any substantial change in the tender terms & conditions and scope of work will be notified by addendum/corrigendum through WIRO of ICSI Website. Any queries received after the due date, will not be entertained.
- 1.5 The Technical Bids shall be opened on **June 12, 2019 at 03:00 PM** at WIRO of ICSI, Room No.13, 56 & 57, Jolly Maker Chambers No.2, Nariman Point, Mumbai – 400 021 in the presence of those bidder(s) who wish to be present in person or through their authorized representatives. No separate communication will be sent in this regard. In the event of due date being a closed holiday or declared Holiday for ICSI / Central Government offices, the due date for opening of the bids will be the following working day at the appointed time and venue.
- 1.6 Institute requires tentative service as mentioned in the Price Bid Format which may vary as per the actual scope of work. The vendor will be obliged to provide service for the actual quantity available at site. The payment to the vendor will be made for the varied quantity either by reducing or enhancing the price pro-rata based on the quoted price.
- 1.7 The information contained in this Tender Document or subsequently provided to Bidder(s) / Applicants whether verbally or in documentary form by or on behalf of Western India Regional Council of Institute of Company Secretaries of India (hereinafter “WIRC of ICSI”) or by any of their employees or advisors, shall be subject to the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided. The purpose of this Tender document is to provide the Bidder(s)/Applicants with information to assist the formulation of their proposals. This Tender Document does not purport to contain all the information each Bidder/Applicant may require. This Tender document may not be appropriate for all persons, and it is not possible for the WIRO of ICSI, their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder/Applicant who reads or uses this Tender document. Each Bidder/Applicant should conduct its own investigations and analysis and should check the

accuracy, reliability and completeness of the information in this Tender document and where necessary obtain independent advice from appropriate sources. WIRO of ICSI, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender document. WIRO of ICSI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.

1.8 Rates should be quoted as per the enclosed financial bid pro-forma **(Part C)**. Any change in the pro-forma by the bidder shall lead to cancellation of the tender. In case bidder does not quote rate for any component mentioned in financial bid pro-forma, then it will be deemed that bidder will not claim such charges/amount from ICSI and bidder will be liable to pay the same as applicable to the concerned. An undertaking in this regard must be enclosed along with the bid, failing which the tender shall be out rightly rejected.

1.9 The rates should be mentioned in figures as well as words and GST if applicable shall be mentioned separately. If bid is not submitted as per instructions as mentioned above, will not be considered or evaluated.

1.10 **Earnest Money Deposit (EMD)**

1.10.1 The **Earnest Money Deposit (EMD) of Rs.15,000/- (Rupees Fifteen Thousand only)** in the form of Demand Draft/pay order drawn in favour of **“WIRC OF ICSI” payable at Mumbai** only is to be submitted along with the bid.

1.10.2 Tenders received without the prescribed Earnest Money Deposit (EMD) shall not be entertained and shall be summarily rejected.

1.10.3 The EMD of the successful bidder can either be converted as part of the performance security on request of the bidder or will be refunded after receipt of Performance Guarantee/Security. In case the selected bidder/ vendor opts to convert the EMD to be part of the performance security, balance amount towards the performance security will be recovered from the payable amount to the vendor. The EMD of the unsuccessful bidders will be refunded without any interest/Bank commission/collection charges within 30 days after award of the contract / work order to the successful bidder.

1.11 **Forfeiture of EMD:**

The EMD of the bidders shall be forfeited in the following circumstances:-

1.11.1 the bidder withdraws its bid;

1.11.2 the selected bidder does not accept the Purchase / Work Order;

1.11.3 the selected bidder fails to supply goods / services as per the terms of the Tender and Purchase / Work Order.

1.11.4 any other unjustified reasons e.g. misleading or wrong information in the Bid, violation of the terms and conditions of the Tender, involvement in forming ring/cartel, submission of multiple bids in different names etc.

1.12 The GST has been rolled out with effect from 01.07.2017. For implementation of GST in WIRO of ICSI, bidders who have not migrated to or registered with GST regime will not

be able to participate in any tender of this Institute. Any offer received from the bidder without GST registration details will be summarily rejected.

- 1.13 WIRO of ICSI shall have the full rights to assess the competencies and capabilities of the bidder by going through the credentials given in the Technical Bid and on the basis of such credentials, WIRO of ICSI may reject the candidature of the bidder without assigning any reason. In such case(s) the Financial Bid shall not be opened for that particular bidder. The Financial Bid of only those bidders shall be opened who are declared as qualified in the technical scrutiny by WIRO of ICSI. Time and date for opening the financial bid shall be intimated separately through website notification at <https://www.icsi.edu/wiro/home/> and/or through email communications as per the details furnished by the bidder in the bid document.
- 1.14 Correction and overwriting anywhere in the tender document should be avoided. Every correction and overwriting must be authenticated with full signature of the bidder, otherwise the tender is liable to be rejected.
- 1.15 The person signing the tender form or any other documents forming part of the contract on behalf of the Bidder shall be deemed to warranty that he has authority to bind the bidder. If subsequently it comes to Notice of WIRO of ICSI that the person so signed had no authority to do so, WIRO of ICSI may without prejudice to any other civil & criminal remedies cancel the tender and hold the bidder liable for all costs, charges and damages.
- 1.16 All the columns of the tender shall be duly, properly and exhaustively filled. Any cutting/over writing etc. in the tender must be signed by the person who is signing the tender. The rates and units shall not be overwritten. The financial part in the bid shall always be both in figures and words. In case of discrepancy in words or figures, the amount written in figure will be treated as final.
- 1.17 **Bidders quoting wages in their financial bids below the minimum wages as notified by the Central Government, shall not be considered for financial evaluation.**

The certificate with respect to the compliance of the same will be enclosed along with Technical Bid envelop - (Annexure D)

- 1.18 Category of housekeeping staff i.e. house keepers, supervisor etc. shall be determined based on the government notification by the Central Government applicable to the location where housekeeping staff has been deputed.
- 1.19 While submitting the tender, if any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender is liable to be rejected. If any bidder stipulates any condition of his own, such conditional tender is liable to be rejected.
- 1.20 **Scope of Work:** Vendor (i.e. bidder selected) is required to do the following but not limited to:
 - 1.20.1 Vendor will provide housekeeping staff (2 nos.) to be deployed at **WIRO of ICSI, Room No.13, 56 & 57, Jolly Maker Chambers No.2, Nariman Point, Mumbai - 400 021** per day 8 hours duty. The number of housekeepers may be increased

or decreased as per the requirement of the WIRO of ICSI. The vendor will provide housekeeping material and WIRO of ICSI will pay Lump sum amount for such material supplied on monthly basis. Vendor may inspect the premises to determine the quantum of material according to scope of work mentioned in this tender.

- 1.20.2 Vendor will provide all premium quality branded material for usage at WIRO of ICSI and for cleaning of the WIRO of ICSI premises in sufficient quantity every month. List of such material but not limited to are as under:

S.No.	Name of the Items
i.	Liquid Soap (Dettol/ lifebuoy)
ii.	Odonil Cubes (Sandal Wood Balsara Brand)
iii.	Naphthalene Balls
iv.	Toilet Roll of Premium quality (Paseo/ selpak)
v.	Hand towel in seats (officers)
vi.	Hand towel in toilets
vii.	Cotton Dusters
viii.	Glass Dusters
ix.	Dust Mop With blue acrylic cloth and handle
x.	Flat Wet Mop with cotton mop head and handle
xi.	Dust Mop head acrylic
xii.	Flat Wet Mop Head
xiii.	Floor cleaner with marble floor/Granite
xiv.	Toilet cleaner (Harpic)
xv.	Cotton Duster
xvi.	Housekeeping caddy for each Housekeeping personnel
xvii.	Blue plastic floor squeeze with white color double blade (55Cm) with handle 35 (cm)
xviii.	Manual scrubbing tool for skirting and corner with handle green pad
xix.	Hand scrubbing tool for vertical area with green pat & white pad
xx.	Glass cleaning set complete
xxi.	Cobweb brush round
xxii.	Cobweb brush curved
xxiii.	Vertical Dust Pan clip with broom
xxiv.	Red Duster with handle
xxv.	Broom

Above items are for reference only and the day to day consumables will be provided by the vendor. The vendor has to submit the list of consumables of monthly requirement for reference.

- 1.20.3 Housekeeping staff duty timings and No. of working days per week may change from time to time as instructed by the authorized official of WIRO of ICSI.
- 1.20.4 Vendor must perform following activities and frequency of cleaning/sweeping at WIRO of ICSI premises Room No.13, Jolly Maker Chambers No.2, Nariman Point, Mumbai – 400 021 (Built up area 1100 sq. ft. appx.) and Room No.56 &

57, Jolly Maker Chambers No.2, Nariman Point, Mumbai – 400 021 (Built up area 1100 sq. ft. appx.) :

(a) Activities and frequency of cleaning / sweeping:

S. No.	Works Details	Frequency of Cleaning
1.	Rooms	
	i. Cleaning of the doors	Once in a day
	ii. Removal of the Cobwebs	Once in a week
	iii. Dusting of the verticals	Once in a week
	iv. Cleaning of Electrical Switches	Once in a week
	v. Spot cleaning of the walls	As required
	vi. Dusting of Windows/ panes	Once in a day
	vii. Cleaning of windows	Once in a week
	viii. Scrubbing of the skirting	Once in a week
	ix. Dusting of other article in the room	Once in a day
	x. Wet mopping of the Floor	As required
	xi. Dry mopping of the Floor	As required
	xii. Dusting of the Furniture & Fixtures	Once in a day
	xiii. Trash Removals	As required
	xiv. Emptying of Dustbins	Twice in a day
	xv. Vacuum Cleaning of Carpets	Once in a day
	xvi. Spotting of Carpet	As required
	xvii. Cleaning of the Doormat	Once in a day
	xviii. Dusting of Electrical Equipment	Once in a week
2.	Toilets	
	i. Cleaning of doors and windows	Once in a day
	ii. Scrubbing of the Urinals	Thrice in a day
	iii. Scrubbing of the sinks	Thrice in a day
	iv. Washing of Toilet walls and floor	Once in a day
	v. Washing of W/C	Twice in a day
	vi. Washing of W/b	Twice in a day
	vii. Changing of the Urinal Cubes	As required
	viii. Changing of the Odonil cubes	As required
	ix. Cleaning of the Doormat	Once in a day
	x. Trash Removals	As required
	xi. Refilling of the Soup dispenser	As required
	xii. Refilling of the Toilet paper rolls	As required
	xiii. Refilling of the face tissues	As required
	xiv. Cleaning of Toilet Fittings	Once in a day
	xv. Cleaning of Washbasin	Once in a day

(read, write & speak) Indian language)

- 1.20.6 The exact required number of Housekeeping staff would be intimated at the time of award of contract.
- 1.20.7 Identity card (Showing the name of the staff) shall have to be provided by the vendor at its own cost which should be worn by all the housekeeping staff while on duty.
- 1.20.8 In case there is any change in deployment of housekeeping staff, such change shall be intimated in writing by the vendor in advance to WIRO of ICSI.
- 1.20.9 Any untoward incident has to be reported immediately to authorize official of the WIRC of ICSI after happening of such incident.
- 1.20.10 Weekly duty roster has to be submitted to the authorized official of WIRC of ICSI in advance and any suggestion/change by WIRC of ICSI in duty roster to be incorporated immediately.
- 1.20.11 Payment to staff deployed at WIRO of ICSI has to be made in time irrespective of payment of its invoice by WIRC of ICSI.
- 1.20.12 The usage of android based mobile phones in the office premises is to be limited & restricted.
- 1.20.13 The housekeeping staff should be provided with the umbrella, rain coats, winter garments and housekeeping material by the vendor as per their requirement on duty.
- 1.20.14 The housekeeping staff will not visit other premises during duty except when duty demands.
- 1.20.15 In case of absence of any housekeeping staff as per duty roster, the vendor has to arrange suitable staff on the site. No housekeeping staff will be allowed to perform duty more than 8 hours at a stretch in any circumstances. If any exigency arises the vendor has to take prior permission from the authorized official of the WIRO of ICSI to allow any housekeeping staff to work more than 8 hours at a stretch. However, that the extended duty hour for any particular staff shall not exceed 12 hours at a stretch. If any such incident happens WIRC of ICSI shall not be bound to pay to vendor for such extended hours of duties by housekeeping staff deployed at WIRO of ICSI site. By dint of this condition, no post should remain vacant. The vendor has to arrange suitable replacement and on failing to do so will be treated as breach of contract.
- 1.20.16 Vendor will properly maintain the in-time and out-time register either in physical form or electronic form as instructed by the authorized officer of WIRO of ICSI for housekeeping staff deployed at WIRO of ICSI site and on demand same has to be produced duly updated to the authorized official of WIRC of ICSI.
- 1.20.17 The supervisor deputed by the vendor will maintain all the registers, log books, duty roster which will be maintained as instructed by the authorized officer of

WIRO of ICSI. On demand such records have to be produced before the authorized officials of WIRO of ICSI.

- 1.20.18 The housekeeping staff must not give lenient or casual impressions on duty and they should be alert and attentive.
- 1.20.19 On requirement, the vendor shall have to provide extra or more housekeepers as and when required for which separate charges shall be paid as per the contract rate. The vendor has to pay salary to deployed persons by 07th of the next month through NEFT or in the form of account payee cheque.
- 1.20.20 The vendor shall organize surprise visits during day time to check the availability of the deputed staff at site.
- 1.20.21 The vendor shall submit a monthly report of compliance in the premises under the supervision.
- 1.20.22 The housekeeping staff should be properly trained and should be alert in performance of their duty. The performance, if not found satisfactory, the concerned staff shall be replaced by the vendor, within a period of one day.
- 1.20.23 Security personnel at site may do frisking and thorough checking of deputed staff and incoming & outgoing material and deputed staff will cooperate for the same.
- 1.20.24 To bring to notice any suspicious activity noticed during discharge of duties by housekeeping staff.
- 1.20.25 Conduct periodic training to the deployed staff on its own or as instructed by authorized officer of WIRC of ICSI.
- 1.20.26 Carry out any other jobs related to this contract assigned by the authorities of WIRO of ICSI.
- 1.20.27 The vendor has to follow all the statutory provision as prescribed under all statutory laws applicable to this contract and monthly compliance report has to be submitted to WIRC of ICSI.
- 1.20.28 In any case, housekeeping staff shall not be replaced by the vendor without prior approval of the Institute. In case of violation, a penalty of Rs. 2000/-shall be imposed in every case.
- 1.20.29 When the housekeeping staff are not on duty or on leave and no housekeeping staff are provided, salary on pro-rata basis up to three days shall be deducted and beyond three days, a penalty of Rs.2000/-per week shall be levied for continuous absence.
- 1.20.30 For any misconduct, mischief, criminal act etc., the housekeeping staff and the vendor shall be dealt under the prevailing law of India.

1.20.31 The minimum wages and DA thereon will be updated as per the notification of the Central Government in this regard.

1.20.32 The liability to pay statutory payments like PF, ESIC, Leaves, etc. will be there on the vendor. If the default is made in payment of any of the statutory or any other component of the salary to the housekeepers, then the WIRC of ICSI will be not responsible for that. However if the WIRO of ICSI needs to pay the same in the event of default of bidder then WIRO of ICSI will recover the same from the Vendor from its outstanding due or bank guarantee or from the both.

1.21 **Bid Validity:** Price quoted must be valid for at least 90 days from the date of opening of bid. If required, WIRC of ICSI may ask extension of bid validity as suitable from the bidders and in that case the bidder either may opt out of the bid or may extend the bid as required.

1.22 **Eligibility Criteria (Mandatory Requirements):**

1.22.1	The bidder shall be a company incorporated, registered under the Indian Companies Act, 1956 or Companies Act, 2013.
1.22.2	Bidder must have GST registration and PAN. (Please enclose self-attested photocopy of the documents).
1.22.3	Bidder must have Registration under Employee Provident Fund and Miscellaneous Provisions Act, 1952. (Please enclose self-attested photo copy of the certificate)
1.22.4	Bidder must have Registration under Employees State Insurance Act, 1984. (Please enclose self-attested photo copy of the certificate)
1.22.5	Bidders must have Registration under the contract labour (Regulation & Abolition) Act, 1970. (Please enclose self-attested photo copy of the certificate)
1.22.6	Bidder must have at least 3 years' experience of providing Housekeeping service in reputed establishments with full satisfaction of the client ended as on tender date. (Please enclose certificates from the previous or existing clients).
1.22.7	The bidders must have an organized and established command structure, which can respond immediately as per requirements of the Institute (Please enclose organizational structure on bidder's letterhead with specific name, designation and their qualification).
1.22.8	Bidder must have strength of at least 50 housekeeping staff in its Mumbai branches. (self-attested latest PF statement downloaded from the EPFO website showing deposit of PF for full month in the respective accounts of the staff).
1.22.9	Bidder must not have defaulted on any bank / financial institute loans in the past. There should not be any statutory dues or undisputed liability (Please enclose undertaking on bidder's business letterhead signed by the authorized signatory).
1.22.10	Bidder must have average annual turnover of Rs. 50.00 lakhs (Rupees Fifty

1.23	B i	Lakhs only) per year in last three financial years (F.Y. 2015-16, 2016-17 and 2017-18). (Submit the certified audit report of the relevant financial year with technical bid).
	d E	1.22.11 The bidder must submit Self-Certificate on the letter head of the bidder by declaring that the bidder has not been ever blacklisted by any Central/State Governments/PSU's, etc.

v

aluation: The technical bids will be evaluated based on the bid eligibility criteria and those who qualify in the technical evaluation process shall be declared as eligible bidder for financial bid. WIRO of ICSI also reserves its right to evaluate bidders based on their past performance as certified by their clients which can be ascertained by WIRC of ICSI by contacting their past/current clients. On evaluation of financial bids of the technically qualified bidders, the lowest bidder will be treated as successful bidder. Any bidder who puts any condition in the financial bid will be disqualified from the bidding process without any further reference to the bidder. Financial bid submitted in unsealed cover along with technical bid in violation of bid submission process will also attract disqualification of the bidder from the bidding process. Indication of price anywhere in the technical bid also will disqualify the bidder. In both the cases the EMD amount will be forfeited.

- 1.24 The Institute shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers, including those received late or incomplete offers without assigning any reason what so ever. WIRC of ICSI reserves the right to make any changes in the terms and conditions of the work. WIRC of ICSI will not be obliged to meet and have discussions with any bidder, and or to listen to any representations. The terms of the work can be changed by ICSI WIRC before submission of bid by bringing corrigendum which will be notified only at the ICSI WIRC website
- 1.25 The WIRC of ICSI reserves the right to accept any bid and to annul the entire tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the WIRC of ICSI's action.
- 1.26 Institute may also include more qty. for the existing items as described in the scope of work or brought in new items in the scope of work if needed in future. The vendor(s) will be paid pro-rata based on the qty., rate and duration of contract for such new qty. for the existing items. For new items brought under the scope of contract, Institute will pay as per mutual agreed rate but at same terms and condition.
- 1.27 Bidders are welcome to visit WIRO of ICSI office to inspect the site condition, systems and process flow before submitting their bid. The vendor has to submit a report/certificate before the contract is taken up by them certifying that all systems are found in proper working condition. The detailed list of the defective equipment/items

related to this contract has to be submitted separately.

- 1.28 **The vendor selected through this tender cannot participate in any other tender of WIRO of ICSI during the entire tenure of the contract except in the tender(s) for housekeeping Services.**

2. Terms and Conditions of the Contract:

- 2.1 The contract being offered through this tender is intended to have housekeeping solution for WIRO of ICSI instead of mere deployment of housekeeping staff (House keepers and supervisor). The successful bidder has to provide a holistic housekeeping services to WIRO of ICSI.
- 2.2 The contract will be initially for a period of two (02) years and is likely to commence from the date of signing of the agreement which may be extended for a further period of three years as per quoted rates, terms and conditions as mutually agreed upon.
- 2.3 The duration of the contract shall be of two (02) years subject to quarterly appraisal and review by WIRO of ICSI
- 2.4 Either party can terminate the contract without assigning any reason with giving prior notice of not less than 90 days.
- 2.5 The successful bidder has to submit the performance guarantee/security deposit in form of a Bank Guarantee from any scheduled commercial bank to cover any loss or damage caused to or suffered by the Institute due to acts of commission and omission by the successful bidder or any failure on the part of the successful bidder in fulfillment of terms and conditions of the contract and conditions contained in the contract. **The value of the bank Guarantee / security deposit has to be of equivalent amount of 10% of the annual contract price.** The bank Guarantee has to be submitted within 10 days of issue of order but before execution of the contract. The Bank Guarantee shall have to remain valid for the entire duration of the Contract plus three months beyond the completion of contract period. The successful bidder shall not be entitled to any claim or receive any interest on the amount of performance guarantee. The EMD of the successful bidder will be refunded after submission of the performance Guarantee/Security Deposit.
- 2.6 The successful bidder having valid registration with NSIC/MSME on the date of submission of tender, are also required to submit requisite security deposit / performance guarantee.
- 2.7 The rate quoted by the successful bidder will be valid for a period of two years and request for revision of rate shall not be entertained under any circumstances during the currency of the contract. The bidder has to quote rate inclusive of all i.e. cost of manpower arrangement required to be available for providing effective service as per terms of the contract, statutory benefits to its manpower and statutory taxes and duties except GST which is to be shown separately as per the financial bid format. Further bidder will quote **material lump sum amount (all inclusive) per month** for providing premium quality branded material to be used by vendor for cleaning/sweeping of WIRC of ICSI premises at **Room No.13, 56 & 57, Jolly Maker Chambers No.2, Nariman Point, Mumbai – 400 021.**

- 2.8 **Payment Terms:** Payment will be made on monthly basis at the end of each month for the preceding month. Institute will make payment within thirty days on submission of certified tax invoice subject to appropriateness of the invoice. Payments shall be subject to deductions of any amount for which the contractor is liable under this contract. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the prevailing Income-Tax Act and any other taxes as prevailing on the date of invoice submission and/or payment date. The Tax invoice must be accompanied by PF and ESIC Payment Slip of previous month in respect of housekeepers deputed at WIRO of ICSI.
- 2.9 The successful bidder will have to provide the service as per stipulated timeline as per instruction of WIRC of ICSI, failing which the Institute will cancel the work order issued to the successful bidder.
- 2.10 The successful bidder must have sufficient supervisory staff, in addition to the requisite number of house keepers, proficient in managing the house keeping service. On failing to supervise effectively the housekeeping services at WIRC of ICSI, the contract can be terminated premature.
- 2.11 **Penalty:** The vendor and the employees of the vendor shall be held responsible for guilty of fraud, mischief, misappropriation or any other type of misconduct or breach of condition on the part of bidder or his employee.
- 2.11.1 **Penalty for Deficiency in Service:** The competent authority of the WIRC of ICSI may impose penalty as he finds appropriate on case to case basis based on the damage or loss or any other inconvenience incurred to WIRO of ICSI, including stopping the payment of bills of respective service, if vendor fails to provide the desired service or making delay in providing services or not able to provide services up to the satisfaction of WIRO of ICSI.
- 2.11.2 **Penalty for Misconduct or Breach of Condition of Contract:** The vendor and the employees of the vendor shall be held responsible for guilty of fraud, mischief, misappropriation or any other type of misconduct or breach of condition on the part of vendor or its employee. The competent authority of the WIRC of ICSI may impose for the aforesaid misconduct or breach of condition on the vendor a penalty of minimum Rs. 1000/- (Rupees one thousand only) to twice to the maximum damages and loss incurred to WIRO of ICSI, apart from the right to terminate the contract, blacklisting of vendor, forfeiture of security deposit / EMD and claim damages.
- 2.12 The vendor shall ensure that all the relevant licenses / registrations / permission, which are/may be required related to the services provided are valid during the entire period of the contract on failing to comply the aforesaid provisions will attract the appropriate penalties or termination of the contract.
- 2.13 The staff deployed by the vendor should not have any Police records/criminal cases against them. The vendor should make adequate enquiries about the character and antecedents of the persons whom they are deploying at WIRO of ICSI. The character and antecedents of persons will be verified by the vendor before their deployment through local police, collecting proofs of residence, driving license, bank account

- details, previous work experience and recent photograph and a certification to this effect submitted to WIRO of ICSI before commencing the service.
- 2.14 The vendor is liable to disclose, in case he has been banned by any organizations under any Services rendered by the vendor. Failure to disclose the same at the beginning can lead to termination of the Contract at any phase.
- 2.15 The vendor will also ensure that the staff deployed are medically fit and will keep record of certificates of their medical fitness. The vendor shall withdraw such staff who are not found suitable by WIRO of ICSI for any reasons immediately on receipt of such a request from WIRC of ICSI.
- 2.16 The staff deployed by the vendor shall be the employees of the vendor for all intents and purposes and that the staff so deployed shall remain under the control and supervision of the vendor and in no case, shall a relationship of employer and employee between deployed staff and WIRO of ICSI shall accrue/arise implicitly or explicitly. The vendor and the staff deployed by the vendor at WIRO of ICSI sites shall not divulge or disclose to any person, any details of office, operational process, technical know-how, arrangements and administrative / organizational matters which has no direct forbearance on the service provided by the vendor .
- 2.17 The vendor's deployed staff should be polite, cordial, positive and efficient, while handling the assigned work. The vendor shall be responsible for any act of indiscipline on the part of persons deployed by him. The vendor shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in any detrimental or prejudicial to the interest of this office. The decision of the officer in-charge upon any matter arising under the clause shall be final and binding on the vendor.
- 2.18 The vendor shall maintain the documentary proof for the qualifications and experience of the manpower deployed by them. The bio-data, qualification and experience of the said manpower should be certified by the vendor. All such details have to be submitted by the vendor on demand by WIRC of ICSI.
- 2.19 WIRC of ICSI may require the vendor to dismiss or remove from the site of service, any person or persons, employed by the vendor, who may be incompetent or for his/her/their misconduct and the vendor shall forthwith comply with such requirements. The vendor shall replace immediately any of its staff, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
- 2.20 The Vendor has to provide uniforms including photo identity cards at its own cost to the staff deployed at WIRO of ICSI sites. These cards are to be constantly displayed and their loss reported immediately. The vendor would also ensure that all the employees wear appropriate uniforms and safety gear and adhere to the safety standards wherever applicable. All staff would be in a neat, clean and well-groomed appearance and should carry proper ID cards as provided by the vendor including proper name badges. In case of violations suitable penalties shall be applicable.
- The vendor will issue Photo Identity card to all its deputed staff deployed at WIRO of ICSI, which must be carried by all deputed staff while on duty at WIRO of ICSI Premises. The cost of ID card/photographs etc. will be borne by the vendor.

- 2.21 The transportation, food, medical and other statutory requirements in respect of each staff of the vendor shall be the responsibility of the vendor.
- 2.22 The Vendor shall provide a substitute well in advance if there is any probability of any staff deployed by the vendor leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute if any shall be the responsibility of the vendor.
- 2.23 That on the expiry of the contract as mentioned above, the vendor will withdraw all its staff and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the staff of the vendor, it shall be the entire responsibility of the Vendor to pay and settle the same.
- 2.24 The vendor shall be contactable at all times and messages sent by phone /e- mail/ fax / special messenger from WIRO of ICSI shall be acknowledged immediately on receipt on the same day. The vendor shall strictly observe the instructions issued by WIRC of ICSI in fulfillment of the Contract from time to time.
- 2.25 The vendor shall be required to keep WIRC of ICSI updated about the change of address, change of the Management etc. from time to time.
- 2.26 The vendor and/ or the staff deployed at the WIRC of ICSI sites shall be responsible for its belongings and WIRC of ICSI shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the staff of the vendor.
- 2.27 That the vendor on its part and through its own resources shall ensure that the goods, materials and equipment etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If WIRO of ICSI suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the vendor, then the vendor shall be liable to reimburse to WIRO of ICSI for the same. This is subject to the limitation of contract.
- 2.28 Any discrepancy on schedule of quantities and scope of work shall be brought to notice of WIRO of ICSI for decision, immediately.
- 2.29 Service Status Report: Vendor shall provide WIRC of ICSI detail report based on Service schedule. In case of default on vendor's part, WIRC of ICSI may employ and pay a third party to make good the defects and deduct the expenses from the dues payable to the vendor. The Service shall not be considered as completed until it has been certified by WIRO of ICSI.
- 2.30 Quantities given in this tender document are tentative and can be changed or varied on mutually agreed terms. Also the WIRC of ICSI reserves the right to delete or increase any items of Services. No extra claims of whatsoever nature will be entertained on this account. The qty. mentioned in this document are for guidance of vendor and exact locations, clearance will be governed by site conditions. Any discrepancy/changes required shall be reported to WIRC of ICSI.
- 2.31 The contract may remain valid and the term may be extended and/or shall remain incomplete until no dues certificate has been signed by WIRO of ICSI.
- 2.32 Water and electricity shall be provided to the Vendor by WIRC of ICSI free of cost related to the service during the contract period only at WIRO of ICSI sites. However,

- unavailability of water and electricity shall not be accepted as reasons for delay. Vendor should make his own arrangements for the same.
- 2.33 The vendor will ensure payment of wages to the staff deployed by it at the Institute's premises by seventh day of every month, irrespective of the fact whether the payment of its bill submitted to WIRO of ICSI has been released by the Institute or not by that date. If seventh day of a particular month happens to be a holiday, the vendor may be required to make payment of wages to its staff on a working day prior to the seventh day of such month.
- 2.34 In the event of failure and/or neglecting to perform any duties assigned to the vendor to the entire satisfaction of the Institute, the Institute shall have the right to have such duties and obligations performed and discharged by such vendor(s) as the Institute may deem fit, and shall be entitled to recover from the vendor all costs and expenses incurred towards getting such work done from other vendor(s).
- 2.35 The vendor shall be directly responsible for any/all disputes arising between it (vendor) and its employees and keep the Institute indemnified against all losses, damages and claims arising thereof.
- 2.36 The vendor will ensure for getting proper license/permission from the concerned authorities wherever applicable.
- 2.37 In the event of failure and/or negligence in performance up to the satisfaction of the Institute, the Institute shall have the right to have such duties and obligations performed and discharged by such other party/parties, as the Institute may deem fit, and shall be entitled to recover from the vendor all costs and expenses incurred towards getting such work done from other party/parties.
- 2.38 No other person except the vendor's staff on duty at ICSI premises only shall be allowed to enter the premises and the vendor will not provide or extend any service to any other client from the WIRO of ICSI premises.
- 2.39 The vendor on its part and through its own resources shall ensure that the goods, materials and equipment etc. are not damaged in the process of carrying out the Services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff etc. If WIRO of ICSI suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the vendor, then the vendor shall be liable to reimburse to WIRO of ICSI for the same. This is subject to the limitation of the contract.
- 2.40 The vendor shall ensure that all the relevant licenses/registrations/permission, which are/may be required related to the Services provided are valid during the entire period of the Contract, failing so will attract the appropriate penalties.
- 2.41 All statutory compliance applicable in regard to the service is to be ensured by the vendor. The vendor has to ensure at its own cost and risk that EPF, ESI, GSTN, Contract Labour License etc. and all other statutory licences and/or certificates related to this contract remains in force during entire period of the contract at WIRO of ICSI. On failing to comply with this provision, it will attract the appropriate penalties and/or termination of the contract.

- 2.42 The Vendor shall comply with all instructions, verbal or in writing, given to him by the authorized official of the WIRC of ICSI from time to time. The Vendor will take all proper actions immediately after getting communications from WIRC of ICSI.
- 2.43 The Vendor will attend or report to the authorized official or Administration Department of the WIRC of ICSI immediately, as and when directed. The vendor or its authorized representative will personally attend any meeting or discussion as per instructions from WIRO of ICSI.
- 2.44 The vendor has to submit a monthly invoice in triplicate towards the Services rendered in the previous month to the WIRC of ICSI. Payment shall be effected by Credit into the bank account of the Vendor through Cheque/ ECS/RTGS within 30 days from the date of receipt of the invoice with supporting documents, complete in all respect. The Vendor shall provide correct Bank account number and other details of the Bank to enable the WIRC of ICSI to credit the payment directly into the account. WIRC of ICSI shall pay the Vendor all due amount as per the invoice, that are not the subject bona fide dispute, within 10 days after receipt of a valid invoice that complies in all material respect in terms of this agreement; the payment shall be subject to any reduction such as penalty, statutory deductions etc.

3. GENERAL:

- 3.1 **Modification/variation in Terms of Contract:** WIRC of ICSI reserves the right to modify or may bring some variation in the terms and conditions of the contract on mutually agreed terms, if it is found necessary due to any operational difficulty or any other genuine reasons.
- 3.2 **Recovery:** Whenever under the contract through this tender, any sum of money is recoverable by WIRC of ICSI from the party or / and payable by the party to WIRC of ICSI, the WIRO of ICSI shall be entitled to recover such sum by appropriating in part or in whole from the security deposit of the party. In the event of the security being insufficient or if no security has been taken from the party, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the party or which at any time thereafter may become due to the party under this or any other contract with the WIRC of ICSI. If this sum is not sufficient to cover the full amount recoverable, the party shall pay the WIRC of ICSI on demand the remaining balance due along with penalty.
- 3.3 **Dispute Resolution:** Any dispute, difference, controversy or claim ("Dispute") arising between the successful bidder and WIRO of ICSI hereinafter jointly to be called "parties" and singularly as "party" out of or in relation to or in connection with the agreement/contract, or the breach, termination, effect, validity, interpretation or application of this agreement/contract or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorized official of the parties.
- 3.4 **Arbitration:** If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall be referred to the Arbitration process. In the event of any dispute arising between WIRC of ICSI and the vendor in any matter covered/ touched by this contract or arising directly or indirectly there from or connected or concerned with the said contract, the matter shall be referred to The Secretary of

the WIRC of ICSI who may himself act as sole arbitrator or may name as sole arbitrator an officer of WIRC 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.

- 3.4.1 The place of the arbitration shall be at WIRC of ICSI, 13, 56 & 57, Jolly Maker Chambers No.2, Nariman Point, Mumbai – 400 021
 - 3.4.2 The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.
 - 3.4.3 The proceedings of arbitration shall be in English language.
 - 3.4.4 The parties are not entitled to approach any court of law without resorting to arbitration approach.
 - 3.4.5 The decision / award of the arbitrator shall be final and binding on parties to the arbitration proceedings.
- 3.5 **Jurisdiction:** In respect of any dispute arising between WIRC of ICSI and the vendor 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 Mumbai shall only have the jurisdiction.
- 3.6 **Right to Black List:** WIRC of ICSI reserves the right to blacklist a party / bidder for a suitable period in case such party / bidder fail to honour his bid without sufficient grounds or found guilty for breach of condition /s of the contract or guilty of fraud and mischief and misappropriation or any other type of misconduct on the part of party(s) / bidder(s). WIRC of ICSI also reserves its right to black list the contractor by any indiscipline behavior or hooliganism by the contractor or any of its employee(s).
- 3.7 **Confidentiality:** The successful bidder acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to WIRC of ICSI will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The successful bidder agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to WIRC of ICSI in divulging the information by the employees of the successful bidder, the WIRC of ICSI shall be indemnified. The successful bidder agrees to maintain the confidentiality of the WIRC of ICSI's information after the termination of the contract also. The successful bidder will treat as confidential all data and information about the WIRC of ICSI /Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

3.8 Sub-Contracting: The successful bidder will not assign or transfer and sub-contract its interest / obligations under this contract to any other concern / individual without the prior written consent of the WIRC of ICSI.

3.9 Statutory Compliance: The successful bidder will be required to comply with all statutory obligations from time to time applicable to this contract.

3.10 Force Majeure

3.10.1 For the purpose of this Article, Force "Majeure" means any cause, which is beyond the successful bidder control or that of the Institute, as the case may be, which both could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the order, such as:-

- War / hostilities
- Riot or civil commotion
- Earth Quake, Flood, Fire, Tempest, Epidemics, Lightning or other natural physical Disaster, Quarantine restricts and Freight embargoes
- Restrictions imposed by the Government or other statutory bodies, which is beyond the successful bidder control or of the Institute, which prevent or delay the execution of the order either by the successful bidder or by the Institute.

3.10.2 If a Force Majeure situation arises, the successful bidder are required to promptly notify WIRC of ICSI in writing of such condition and the cause thereof within a period of three (3) days from the date of happening of such an event requiring invocation of this force majeure article. Unless otherwise directed by the WIRC of ICSI in writing, the successful bidder will continue to perform its obligations under this order as far as is reasonably practical and shall seek all reasonable alternative means for performances of this order.

3.11 Indemnity Clause: The vendor will indemnify WIRC of ICSI against all statutory liabilities present and future arising out of this contract. In the event of violation of any contractual or statutory obligations, the successful bidder will be fully and solely responsible for the same. Further, in the event of any action, claim, damages, suit initiated against WIRC of ICSI by any individual, law enforcement agency or government authority due to acts and omissions, the successful bidder will be liable to make good/compensate such claims or damages to the WIRC of ICSI. As a result of the successful bidder action, inaction or any omissions, if WIRC of ICSI is required to pay any damages to any individual, law enforcement agency or government authority, the successful bidder would be required to reimburse to WIRC of ICSI such amount along with other expenses incurred by WIRC of ICSI or WIRC of ICSI reserves the right to recover but not limited to such amount from the payment(s) due to the successful bidder while settling its bills or from the amount of security deposit lying with WIRC of ICSI. However, WIRC of ICSI reserves its right to take legal recourse as permitted under law of the land. In case of any damage caused to the institution due to negligence, carelessness or inefficiency of staff of the vendor, the vendor shall be responsible to make good the loss. The WIRC of ICSI shall have right to adjust the damage / loss suffered by it from the security deposit or / and to

charge penalty as decided by the Institute. Decision of the WIRC of ICSI in this respect shall be final & binding on the vendor.

3.12 Termination: The WIRC of ICSI without prejudice to any other remedy for breach of contract or fails to discharge its obligation under this contract without sufficient ground or found guilty for breach of condition(s) of the contract negligence, carelessness, inefficiency, fraud, mischief and misappropriation or due to any other type of misconduct by the successful bidder or by its staff or agent, by giving written notice of default, sent to the vendor, terminate this contract in whole or in part:

- 3.12.1 If the vendor fails to deliver any or all the services within the time period(s) specified in the contract, or any extension thereof granted by the WIRC of ICSI.
- 3.12.2 If the vendor fails to perform any other obligations under the contract and
- 3.12.3 If the vendor, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the WIRC of ICSI may authorize in writing) after receipt of the default notice from the WIRC of ICSI.
- 3.12.4 Without any notice or on a notice period of maximum of 30 days.
- 3.12.5 Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall be continued by the vendor during the period of the termination notice and the same must be satisfied / completed before the contract is terminated. The WIRC of ICSI may also put in place any other vendor for carrying out the remaining work and expenditure incurred on same shall be recovered from the defaulting vendor.

The services indicated in Part "C" (Financial Bid) are tentative and may be increased / decreased at the sole discretion of the Institute and the vendor shall have no right to claim any minimum/definite/guaranteed volume of business.

For any details / clarifications, bidders may contact Dr. Rajesh Agrawal, Regional Director, Tel: 022-61307900/61307901, E-mail: rajesh.agrawal@icsi.edu

Date: 22.05.2019

**Dr. Rajesh Agrawal
Regional Director**

Western India Regional Council of
THE INSTITUTE OF COMPANY SECRETARIES OF INDIA
Room No.13, 56 & 57, Jolly Maker Chambers No.2,
Nariman Point, Mumbai-400021

Tender No. ICSI/Admin/HKS-Mumbai/2019-20

Date: May 22, 2019

SUB: Tender for providing of House Keeping Services at premises of Room No.13, 56 & 57, Jolly Maker Chambers No.2, Nariman Point, Mumbai-400021

Form I: PARTICULARS OF BIDDER
(ALL COLUMNS ARE TO BE FILLED IN BLOCK LETTERS)

1. Name of the bidder
 - (a) Trade Name _____
 - (b) Status of the bidder _____
(Limited Co./Pvt. Ltd. Co.)
(Enclose self-attested copy of document)
 - (c) Name of CEO/Directors /Partners _____
2. Postal Address _____
3. Telephone No. / Mobile No. for communication _____
4. (a) E-mail-id (mandatory) _____
(b) Website address (if available) _____
5. Bank Draft No, date, Bank name and amount (if applicable)/MSME or NSIC Regn. No.
 - (a) Tender Fees _____
 - (b) EMD _____
 - (c) MSME/NSIC Regn. No. (if applicable) & its valid period _____
(Enclose self-attested certificate photocopy)
6. Name of the Banker, Branch Name, A/c No. and IFS Code
(for e-payment purpose) _____
7. PAN (Enclose self-attested photocopy) _____
8. GSTIN Code (Enclose self-attested photocopy) _____
9. Trade License/Business License/CIN (if applicable)
(Enclose self-attested photocopy) _____
10. Lab. License/EPF/ESIC Reg. No. (if applicable) _____
(Enclose self-attested photocopy)
11. Any other Relevant Information _____
(e.g. Number of Years of Experience in similar line of business / Turnover for last Financial year)

I/We hereby declare and affirm that I/we have read and understood the terms and conditions of this tender/quotation/NIT as stipulated in the tender notice No._____. Accordingly, I/ we accept the terms and conditions and hereby offer the rates for “ _____(name of the work or supply)” as per Financial Bid Part ‘C’).

(Signature _____
(Authorized signatory of the bidder)
Name of the bidder _____
Official seal of bidder _____

Date _____

- **NOTE: Please submit all supporting documents (self-attested photocopy) wherever applicable in support of the information furnished above with seal and signature of the bidder’s authorized representative.**

**Western India Regional Council of
THE INSTITUTE OF COMPANY SECRETARIES OF INDIA
Room No.13, 56 & 57, Jolly Maker Chambers No.2,
Nariman Point, Mumbai-400021**

Tender No. ICSI/Admin/HKS-Mumbai/2019-20

Date: May 22, 2019

SUB: Tender for providing of House Keeping Services at premises of Room No.13, 56 & 57, Jolly Maker Chambers No.2, Nariman Point, Mumbai-400021

Form II: Eligibility Criteria Details

S. No.	Particulars	Response Yes/No	Supporting Document Reference with Page No.
1.	The bidder shall be a company incorporated, registered under the Indian Companies Act, 1956 or Companies Act, 2013.		
2.	Bidder must have GST registration and PAN. (Please enclose self-attested photocopy of the documents).		
3.	Bidder must have Registration under Employee Provident Fund and Miscellaneous Provisions Act, 1952. (Please enclose self-attested photo copy of the certificate)		
4.	Bidder must have Registration under Employees State Insurance Act., 1984. (Please enclose self-attested photo copy of the certificate)		
5.	Bidders must have Registration under the contract labour (Regulation & Abolition) Act, 1970. (Please enclose self-attested photo copy of the certificate)		
6.	Bidder must have at least 3 years' experience of providing Housekeeping service in reputed establishments with full satisfaction of the client ended as on tender date. (Please enclose certificates from the previous or existing clients).		
7.	The bidders must have an organized and established command structure, which can respond immediately as per requirements of the Institute (Please enclose organizational structure on bidder's letterhead with specific name, designation and their qualification).		
8.	Bidder must have strength of at least 50 housekeeping staff(including its braches) in Maharashtra. (self-attested latest PF statement downloaded from the EPFO website showing deposit of PF for full month in the respective accounts of the staff).		
9.	Bidder must not have defaulted on any bank / financial institute loans in the past. There should not be any statutory dues or undisputed liability (Please enclose undertaking on bidder's business letterhead signed by the authorized signatory).		

10.	Bidder must have average annual turnover of Rs. 50.00 lakhs (Rupees Fifty Lakhs only) per year in last three financial years (F.Y. 2015-16, 2016-17 and 2017-18). (Submit the certified audit report of the relevant financial year with technical bid).		
11.	The bidder must submit Self-Certificate on the letter head of the bidder by declaring that the bidder has not been ever blacklisted by any Central/State Governments/PSU's, etc.		

NOTE:

- a) Tender document each and every page has to be signed and stamped by bidder.
- b) Conditional bids will be summarily rejected.

**Name and Signature of Bidder
with official Seal**

(Annexure C)

Form III: Tender acceptance letter to be printed on business letterhead of the bidder and to be submitted with the Technical Bid

To

**Dr. Rajesh Agrawal
Regional Director
WIRC of ICSI
13, 56 & 57, 1st & 5th Floor,
Jolly Maker Chamber No.2,
Nariman Point, Mumbai - 400 021**

SUB: Tender for providing of House Keeping Services at premises of Room No.13, 56 & 57, Jolly Maker Chambers No.2, Nariman Point, Mumbai-400021

Sir,

This is with reference to the tender no. **ICSI/Admin/HKS-Mumbai/2019-20** due on **June 12, 2019**. We are interested to participate in the **Tender for providing of House Keeping Services at premises of Room No.13, 56 & 57, Jolly Maker Chambers No.2, Nariman Point, Mumbai-400021**.

We declare that:

- i) We have read and understood the terms and conditions given in the quotation / tender Document;
- ii) We are eligible to participate & get award of the contract as per the qualification criteria mentioned in the quotation / tender Document;
- iii) We accept and agree to all the terms and conditions of the quotation / tender;
- iv) We shall comply with all the terms and conditions of the quotation / tender;
- v) All the information / documents provided in this bid are true to the best of our knowledge and belief. If at any stage, the information / documents are found to be false, misleading or incorrect then this Bid / Purchase Order shall be cancelled at our cost and risk and we shall indemnify the Institute (WIRC of ICSI) for the loss caused due to the cancellation and we shall be liable for penal / legal action including black listing by WIRC of ICSI.
- vi) We understand that WIRC of ICSI reserves the right to cancel the quotation / tender at any stage or cancel / reject any one or more bid without incurring any liability.
- vii) The duly signed copies of all the tender pages are attached herewith.

(Signature of the Bidder)

Printed Name

Designation

Official seal/ stamp

Date:

(Annexure D)

Certificate Regarding Submission of Financial Bid as per Central Government Minimum Wages

To

**Dr. Rajesh Agrawal
Regional Director
WIRC of ICSI
13, 56 & 57, 1st & 5th Floor,
Jolly Maker Chamber No.2,
Nariman Point, Mumbai - 400 021**

SUB: Tender for providing of House Keeping Services at premises of Room No.13, 56 & 57, Jolly Maker Chambers No.2, Nariman Point, Mumbai-400021

Sir,

This is with reference to the tender no. ICSI/Admin/HKS-Mumbai/2019-20 due on **June 12, 2019**. We are interested to participate in the **Tender for providing of House Keeping Services at premises of Room No.13, 56 & 57, Jolly Maker Chambers No.2, Nariman Point, Mumbai-400021**.

We declare that:

- 1. We have quoted the wages in compliance with the minimum wages as updated by the Central Government from time to time.**
- 2. If the wages are found to be non-compliant as per Central Government Minimum Wages then the tender documents can be summarily rejected and we will have no claim of any kind with respect to this tender.**

**(Signature of the Bidder)
Printed Name
Designation
Official seal/ stamp**

Date:

Place:

**Western India Regional Council of
THE INSTITUTE OF COMPANY SECRETARIES OF INDIA
Room No.13, 56 & 57, Jolly Maker Chambers No.2,
Nariman Point, Mumbai-400021**

Tender No. ICSI/Admin/HKS-Mumbai/2019-20

Date: May 22, 2019

SUB: Tender for providing of House Keeping Services at premises of Room No.13, 56 & 57, Jolly Maker Chambers No.2, Nariman Point, Mumbai-400021

PART 'C' (FINANCIAL BID)

The bidder has to quote rate inclusive of all i.e. cost of manpower, tools and tackles, consumables, enabling services or any other arrangement required to be available for providing effective service as per terms of the contract, statutory benefits to its manpower and statutory taxes and duties except GST which is to be shown separately as per the financial bid format.

A(i): Providing Housekeeping Staff at premises of Room No.13, 56 & 57, Jolly Maker Chambers No.2, Nariman Point, Mumbai-400021

		Particulars
S. No.	Components	Proposed rates (in Rs.)
		Monthly charges per House keeper (I)
	SAC	
A.	Wages for 8 hrs. Duty (Basis) Basic + DA (Separately)	
B.	P.F.	
C.	E.S.I.	
D.	Leave Compensation	
E.	Relieving Charges/Cost of weekly off	
F.	Bonus	
G.	Any other Charges please specify	
H.	Sub Total (A+B+C+D+E+F+G)	
I	Service Charge	
J.	Sub Total (H + I) (Cost per UNIT including Service Charge) for 8 hrs. duty except GST	
K	GST	
L	Total Cost all-inclusive including GST (J+K)	
	(I) Charges per House keeper: Amount in words: (Rupees _____)	

A(ii): Bidders have to quote the %-age increase or decrease on the above quoted Service Charge (S.No. I) for the third, fourth and fifth year, if applicable. Institute may or may not renew contract for third, fourth and fifth year at its discretion. If the contract is renewed for third, fourth and fifth year the below mentioned %-age increment in rate will be applicable and GST will paid

separately as applicable. If bidder wishes to keep their rate unchanged for 3rd, 4th and 5th year they may fill up the below columns as zero (0).

- (i) Service Charge for the 3rd year % (if any): _____ %.
- (ii) Service Charge for the 4th year % (if any): _____ %.
- (iii) Service Charge for the 5th year % (if any): _____ %.

B: FIRST YEAR - Material Lump sum amount (all inclusive) Rs. _____/- per month
 (for providing premium quality branded material to be used by vendor for cleaning/sweeping of WIRC of

ICSI premises at **Room No.13, 56 & 57, Jolly Maker Chambers No.2, Nariman Point, Mumbai-400021**

Amount in words: (Rupees _____)

C: SECOND YEAR - Material Lump sum amount (all inclusive) Rs. _____/- per month
 (for providing premium quality branded material to be used by vendor for cleaning/sweeping of WIRC of

ICSI premises at **Room No.13, 56 & 57, Jolly Maker Chambers No.2, Nariman Point, Mumbai-400021**

Amount in words: (Rupees _____)

D: Change in rate (if applicable) for 3rd, 4th & 5th year for B & C above

Bidders have to quote the %-age increase or decrease on the above **(B & C)** quoted charges for the third, fourth and fifth year, if applicable. Institute may or may not renew contract for third, fourth and fifth year at its discretion. If the contract is renewed for third, fourth and fifth year the below mentioned %-age increment in charges will be applicable. If bidder wishes to keep their charges unchanged for 3rd, 4th and 5th year they may fill up the below columns as zero (0).

(B & C): %-age (percentage) change in rate of material-

- (i) %-age change in rate for the 3rd year (if any): _____ %.
- (ii) %-age change in rate for the 4th year (if any): _____ %.
- (iii) %-age change in rate for the 5th year (if any): _____ %.

(Signature of the Bidder)
Printed Name Designation
Official seal/stamp
Date:
