



**THE INSTITUTE OF
Company Secretaries of India**

भारतीय कम्पनी सचिव संस्थान

IN PURSUIT OF PROFESSIONAL EXCELLENCE

Statutory body under an Act of Parliament

ICSI-CENTRE FOR
CORPORATE
GOVERNANCE
RESEARCH &
TRAINING



ICSI-CCGRT

(CCGRT -Centre for Corporate Governance Research & Training)

TENDER DOCUMENT

FOR

Contract of Security Service Provider

For ICSI-CCGRT, Navi Mumbai office
[As Per Government of India Rules]

(General Conditions of Contract)

Issued by

THE ICSI-CCGRT OF COMPANY SECRETARIES OF INDIA

ICSI-CCGRT, Plot No. 101, Sector 15, Institutional Area,

CBD Belapur, Navi Mumbai – 400 614

Tel 022-41021501

email ccgrt@icsi.edu

website: <https://www.icsi.edu/ccgrt>

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SECTION -1

NOTICE INVITING TENDER

Tender No.02	PC: 2018-19 (SC)
Tender Document Cost	Rs. 236.00/- (Rs. 200 + 18% GST)
Tender Publish Date	18th May, 2018
Last date for submission of sealed tenders	28th May, 2018 on or before 3.00pm
Tender Opening Date	28thMay, 2018 at 3.30 pm at ICSI-CCGRT
Earnest Money Deposit	Rs. 10,000/-
Telephone No.	022 – 41021501/15
Email	ccgrt@icsi.edu
Website	http://www.icsi.edu
Availability of tender documents	ICSI-CCGRT's website i.e. www.icsi.edu and same can be downloaded and used for submission of bid subject to fulfillment of all requisite criteria.



Tender No.02 PC: 2018-19 (SC)

18TH May 2018

ABOUT INSTITUTE

The Institute of Company Secretaries of India herein after referred as "Institute" is a statutory body constituted under an Act of Parliament, i.e. the Company Secretaries Act, 1980. It is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India having its Headquarters at "ICSI House", 22 Institutional Area Lodi Road, New Delhi-110 003 and ICSI House C-36, Sector 62, NOIDA -201309. The Institute has its Regional Offices at Kolkata, Delhi, Chennai & Mumbai, Centre for Corporate Governance, Research & Training Centre at Navi Mumbai, and 69 Chapters all over India.

GENERAL CONDITIONS/INSTRUCTIONS FOR SUBMISSION OF BIDS

1. The sealed tenders are to be submitted in prescribed format on your business letter head duly stamped and signed and dated on each page of Part „A“& „B“ and „C“ as their unconditional acceptance to the terms prescribed by the Institute. Details/supporting documents wherever applicable, if attached with the tender should be duly authenticated by the agency/contractor/s. No over-writings shall be accepted unless authenticated with full signature of the agency/contractor/s.
2. The contractor shall deposit an earnest money of Rs. 10,000/- (Rupees Ten thousand only) by way of demand draft favouring " ICSI-CCGRT" payable at Navi Mumbai. No other mode of remittance shall be accepted. The tenders found without EMD are liable to be rejected. The EMD of unsuccessful Agency/Contractor whose bid is not accepted shall be refunded without interest within 60 days of opening of the tender.
3. Each Tenderer shall submit the offer in two separate sealed envelopes, Part „A“&„B“ along with EMD should be put in Envelop No. 1 (Please mark the envelope as "No.1 – Technical Bid", Envelop No. 2 will contain only Part „C“ (Please mark the Envelope as "No.2 – Financial Bid". Both the sealed envelopes bearing No. 1 and 2 are to be put in the main envelop i.e. Envelop No.3.
4. Sealed tenders addressed by name to Dr. Tarun Pandeya, Dean, The ICSI- CCGRT may be sent at the Institute's address mentioned below either by Registered Post /Speed Post/by dropping in the quotation box placed at Ground floor of ICSI CCGRT and it should reach on or before 03PM on 28th May 2018 duly mentioning on top left hand corner of the sealed envelope "Tender for Providing Security Services" due on May 28th 2018.

Address:

Dr Tarun
Pandeya
Dean
The ICSI CCGRT
Sector 15, Educational Institute Area
CBD Belpaur, Navi Mumbai.

5. The Institute shall not be liable for any postal delays and tender received after the stipulated time/date are liable to be rejected summarily without giving any reason.
6. The Technical Bid shall be opened on May 28th 2018 at 3.30 PM in the ICSI-CCGRT, Mumbai in the presence those tenderer(s) who wish to be present. No separate communication will be sent in this regard. In the event of due date being a closed holiday or declared Holiday for Central Government offices, the due date for opening of the bids will be the following working day at the appointed date, time & venue.
7. ICSI CCGRT shall have the right to assess the competencies and capabilities of the Tenderer by going through the credentials given in the Technical Bid and on the basis of such credentials, ICSI CCGRT may reject the candidature of the Tenderer without assigning any reason. In such case(s) the Financial Bid shall not be opened for that particular Tenderer.
8. The Financial Bid of only those parties who qualify in the technical scrutiny shall be opened and time and date for opening the financial bid shall be intimated separately.
9. Bid shall remain valid for 90 (Ninety) days after the date of Bid opening.
10. The Contract period shall be initially for a period of two years which may be extended for further period on mutually agreed by both the parties. ICSI CCGRT reserves the right to extend and/or curtail the contract period
11. The Institute also reserves the absolute right to alter/modify the scope of work; terms and conditions.
12. All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the arbitrator to be appointed by the Dean ICSI-CCGRT / Secretary of the Institute of Company Secretaries of India, New Delhi. The award of the sole arbitrator shall be final and binding on both the parties under provisions of the Arbitration and Reconciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force. Place of such arbitration proceedings shall be at Mumbai.
13. The ICSI-CCGRT reserves the right to accept or reject any or all tenders including the lowest tender/s without assigning any reason at its sole discretion and the decision of the Institute will be final and

binding on all concerned.

14. Bidder may visit the site on any working day during working hours for assessment of job and site conditions. You may schedule your inspection visit at phone no.: 022 – 41021501/15.

(Dr. Tarun Pandeya)
(Dean, ICSI-CCGRT)

SECTION 2

OTHER TERMS AND CONDITIONS:

1. Number of Security Guards mentioned in Part „C“ are tentative and Institute reserves the right to increase or decrease as per the requirement.
2. The rates quoted should include labour and statutory component relating to ESI, EPF, etc. and all taxes & charges agency/contractor and no further amount over and above the rate quoted shall be payable.
3. Subject to the requirement of Security Guards in respect of Institute’s ICSI- CCGRT building as indicated above in Part-„C“, the rates quoted by the Contractor/Agency shall be for providing ROUND THE CLOCK i.e. 24 hours security in shift duties of 8 hours by each security guard without break on all the days including Sundays and Holidays. The “TERM SECURITY SERVICES” shall have the widest connotation attached to it and shall broadly include security of movable/immovable property including records, keeping general vigil over visitors to prevent any mishap, detection and reporting of any untoward incidents/happenings etc. The Security Guard deployed shall be required to follow the instructions from the designated official/s at site.
4. The proposal shall clearly outline the total cost implication per Security Guard per 8 hours duty giving therein clear break-up of minimum wage component, PF contribution, ESI contribution, other statutory contribution and your service charges.
5. There will be no escalation in the price during entire contract period. However, if minimum wages is revised by the Government of India, the minimum wages will be revised.
6. The selected Contractor/Agency would start the Security Services in terms of work order issued within 7 days of its issue. The work order shall be operative for a period two years subject to provisions of term/s.
7. Security Guards being provided to the Institute must be attired in neat and clean proper uniform to be provided by the Agency/Contractor with separate identification badge. The security guard shall also equipped with whistles and torch lights with cells be arrange by the agency only for use during late hours/night. The guards deployed should be of sound health and preferably in the age bracket of 21 to 45 years. The selected

agency/contractor would be required to indicate the name/s of the Security Guards and supervisor along with their photographs, addresses, phone numbers & Police verifications for maintaining records with the Institute for security reasons.

8. The Contractor/Agency will be fully responsible for the conduct and behavior of the Security Guard/s deployed in the Institute and any loss or injury arising out of his work/conduct at the premises of the Institute will be sole responsibility and liability of the Contractor/Agency. The Security Guards while in the office shall ensure proper decorum and discipline commensurate with office environment and they shall devote their full attention while in office towards the Security Services assignment only. Further the Security Guard/s deployed shall perform the activities of Security Guards only and under no circumstance they shall attend to any other work of the Office.
9. The safety/security of the Security Guards deployed for work shall be the responsibility of Contractors/Agencies and the Institute will not be responsible in any way for any accident if any or any other damage arising out of or occurring during the course of performance of Security Services by your Security Guards under the terms of the work order in the premises of the Institute. If required, under any statute, you will take the necessary insurance coverage at your own cost for the Security Guards deployed by you in the Institute's premises.
10. The assignment of the Security Services is purely JOB WORK IN NATURE and the guards deployed by the tenderer shall remain on your pay rolls only and you shall be solely responsible for all the payments to the Security Guards including salary as per minimum wages and/or any other benefit, compulsory payments under various labour legislations and other statutes in force.
11. The amounts claimed by the Contractor/Agency in respect of various statutory contributions shall be deposited by the contractor/agency with appropriate authority (ies) and agency shall also maintain relevant registers/records as per the statutory requirements. You shall also under take to indemnify and keep indemnify at all times the Institute in the event of failure by the contractor/agency to adhere to the provisions of various statutory enactments as currently in force/as may be amended from time to time.
12. The successful Bidder will submit the performance guarantee/ security deposit for amounting Rs. 30,000/- (Rupees Thirty Thousand only) and shall be retained two months beyond the period of contract. The agency shall not be entitled to any claim or receive any interest on the amount of performance guarantee. This

may be also submitted in the form of bank guarantee as per the format given in Annexure-I is to be submitted immediately within 7 days after execution of the agreement to cover any loss or damage caused to or suffered by the Institute due to acts of commission and omission by the agent or any failure on the part of agent in fulfillment of terms and conditions of the contract and conditions contained in the agreement. The bank guarantee should be valid up to two months beyond the expiry of contract period.

13. The Agency/Contractor/Security Guard/s deployed at the site shall not accept any direction or instructions either verbal or written from any staff member of the Institute unless the same pertains to Security and have been issued by the Dean ICSI-CCGRT/ Secretary of the Institute or an official authorized by him in regard to the work assigned.
14. The selected Agency/Contractors shall be fully responsible for any damage whether caused by any overt/covert-act or omission to Institute's movable/immovable property/records. The Contractor/Agency shall indemnify the Institute for any loss/damages as may be caused due to negligence/dereliction of duties by the security guards and shall make good the loss/damages such sustained which would be apart from any other legal remedy as may be available to Institute under any Civil/Criminal enactment in force.
15. The selected Agency/Contractor shall submit monthly bill against acknowledgement at the ICSI-CCGRT Institute's Receipt and Issue Section on or before 2nd day of the succeeding month. The bill if found in order in all respects will be processed for release of payment by the 7th day of each month or within 5 days from the date of submission of the bill whichever is later. TDS will be deducted as per the prevailing rate. However, the agent should not link the payment to his personnel with the payment to be received from the Institute with regard to his bills. It may be noted that attendance sheet of Security Guards deployed along with the PF and ESIC challans are mandatory documents to be submitted along with the invoice of every month.
16. The work order can be terminated by either party by giving one month clear notice in writing and during the period of such notice the performance of work order by both the parties shall continue. On termination of the contract for any reason whatsoever, the selected agency/contractor will remove their manpower and material forthwith from the premises of Institute.

17. Notwithstanding the provision of Term-15, the work order shall be liable to be terminated forthwith at ICSI-CCGRT Institute's sole discretion in the event of contravention of terms and conditions as stipulated above. The term "CONTRAVENTION" shall include "acts" as well as "omissions".
18. The Agency/ Contractor must be ensure that under no circumstances, the guards shall be under the influence of liquor or other intoxicant while at the premises of the Centre/Institute while on duty or off duty.
19. The Agency/ Contractor must be ensure that Smoking, chewing tobacco or pan masala is strictly prohibited at the center/ Institute.
20. The Agency/ Contractor ensure to proper replacement of security guards at the Centre/ Institute.

(Dr. Tarun Pandeya)
(Dean, ICSI-CCGRT)

Summary/ Salient features of the tender for appointment of Security services

S. No.	Particulars	Remarks
1.	Type of tender	Two bid system
2.	Validity of offers	90 days from the date of opening of technical bids
3.	Contract period	Initially for one year, extendable to further two years at same commercial and other terms & conditions.
4.	Details/ address of the campus/ buildings	ICSI-CCGRT, Plot No. 101, Sector 15, Institutional Area, CBD Belapur, Navi Mumbai – 400 614
5.	Details of the Building	G + 2 Floors having offices, class rooms, conference rooms, residential hostel. Total land area is 1975 sq.mt

(Dr. Tarun Pandeya)
(Dean, ICSI-CCGRT)

SECTION -3
ACCEPTANCE CERTIFICATE

To,
The Dean
ICSI-CCGRT
Plot No. 101,
Sector 15, Institutional Area,
CBD Belapur, Navi Mumbai – 400 614

Sub: Tender for

Sir,

This is with reference to your tender no: _____ due on _____.
We are interested in participate in the tender / quotation for empanelment
of agencies for _____. We declare that :-

- i) We have read and understood the terms and conditions given in the quotation / tender Document;
- ii) We are eligible for award of the contract as per the qualification criteria mentioned in the quotation / tender Document;
- iii) We accept and agrees 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 his 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 his cost and risk and he shall indemnify the Institute for the loss caused due to the cancellation and we shall be liable for penal / legal action including black listing.
- vi) We understand that the Institute reserves the right to cancel the quotation / tender at any stage or to 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:

SECTION 4

TENDER FOR PROVIDING SECURITY SERVICES AT ICSI-CCGRT OFFICE

PART – „B“ (TECHNICAL /INFRASTRUCTURAL BID)

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 _____

(Proprietorship/Partnership/LLP/Limited Co.)

I Name of Proprietor/Partners/CEO/Directors _____

2. Postal Address

3. Telephone No. / Mobile No. for communication _____

4. E-mail (mandatory) / 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 _____

I MSME/NSIC Regn. No. (if applicable) _____

(Enclose self-attested 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. Licence/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 Price Quotation (Annexure - __).

Signature _____

Name of the bidder _____

Date _____

Official seal of bidder _____

- **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.**

ANNEXURE- I

PERFORMANCE GUARANTEE / SECURITY DEPOSIT IN THE FORM OF BANK GUARANTEE

1. In consideration of ICSI-CCGRT (hereinafter called the Institute), having its office at ICSI-CCGRT, Plot No. 101, Sector 15, Institutional Area, CBD Belapur, Navi Mumbai – 400 614 agreed to permit M/s. _____ (hereinafter called the said Contractor) to provide Housekeeping related services on the terms and conditions of the agreement for and on production of a Bank Guarantee for **Rs. ----- (Rupees ----- only)**. We, _____ promise to pay to Institute, an amount not exceeding **Rs. -----/- (Rupees ----- only)** against any loss or damages caused to or suffered by Institute, by reason of any failure of the Contractor to provide Housekeeping services in contravention of the terms and conditions in the said agreement.
2. We, _____ Bank, do hereby undertake and promise to pay the amount due or payable under this guarantee without any demur, merely on a demand from the Institute, stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Institute, by reason of any failure of the said Contractor to perform the said operations safely without damaging the materials/goods. Any such demand made on the Bank shall be under this guarantee. However, our liability under guarantee shall be restricted to an amount not exceeding Rs. -----/- (Rupees ----- only).
- 3.1 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 Institute, 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.
- 3.2 Notwithstanding anything to the contrary contained herein the liability of the Bank under this guarantee will remain in-force and effect until such time as this guarantee is discharged in writing by the Institute, or until the date of the expiry of the contract (whichever is earlier) and no claim shall be valid under this guarantee unless notice in writing thereof, is given by the Institute, within three months from the date of aforesaid agreement.

- i. We _____ Bank, further agree with the Institute, that Institute shall have the fullest liberty without our consent and without affecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said housekeeping contract from time to time or to postpone for any time or from time to time any of the powers exercisable by the Institute, against the said contractor and to forebear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any bearance, act or commission on the part of Institute or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.
5. This guarantee will not be revoked by any change in the constitution of the Bank or of the surety.
6. We _____ Bank lastly undertake not to revoke this guarantee during this currency except with the previous consent of Institute in writing.

OFFICER'S SIGNATURE WITH BANK SEAL

DATE

.....

TENDER FOR PROVIDING SECURITY SERVICES AT ICSI-CCGRT OFFICE

PART –,,C“ (COMMERCIAL BID)

A. The quoted rates should be inclusive of cost towards basic wages+ DA, statutory components, like PF, Gratuity, Leave Compensation, Bonus, ESI, etc. uniform, from time to time and all taxes to perform the Security Services related work in all respect. However, the service tax should not be included which will be paid extra as per the prevailing rate.

B. Details of the Buildings–

ICSI-CCGRT
Plot No. 101,
Sector 15, Institutional Area,
CBD Belapur, Navi Mumbai – 400 614

C. Format for submission of offer:

Offer for each Security Guard is to be given as per the format at **Annexure-**

II. However, total nos. of Security Guards required **ROUND THE CLOCK** i.e. 24 hours security in three shift duties of 8 hours by each security guard without break on all the days including Sundays and Holidays; are to be finalized/ deployed as per the shift wise requirement of the Institute. For inspection and assessment of total manpower required category wise, following official of the Institute may be contacted.

Dr. Tarun Pandeya, Dean, ICSI- CCGRT.

Name of the Agency:

Seal:

Place:

Signature:

Date:

Designation:

S. No.	Item	UnitRate(Rs.)fordeploymentof Security Guard
1.	Basic wages + DA	
2.	Statutory components	
(a)	PF	
(b)	ESI	
©	Leave Compensation	
(d)	Gratuity	
(E)	Bonus	
(f)	Costtowardsuniforms(onetimecostyearly)	
(g)	Any other (specify)	
(h)	Overhead /agency profit	
(i)	Total per Security Guard	
(j)	GST	

Total nos. of guards required round the clock 24 hours in three shift duties of 8 hours each (approx.) = 3 (Three in that one Female guard]

Name of the Agency:

Seal:

Place:

Signature:

Date:

Designation:

2.1 INTRODUCTION (DEFINITIONS)

- 2.2.1 The “ICSI- CCGRT” means THE INSTITUTE OF COMPANY SECRETARIES OF INDIA , **Centre for Corporate Governance Research & Training**, Navi Mumbai.
- 2.2.2 The “SC” means Security Services providing Security Services, which the Contractor is required to provide to the ICSI- CCGRT under the Contract.
- 2.2.3 “Bidder” or “Tenderer” means the company/firm or group of companies/firms engaged in the business of supplying manpower on contract basis.
- 2.2.4 “Contractor” means the successful Bidder entering into the contract with the ICSI.
- 2.2.5 “Party” means ICSI-CCGRT or Bidder individually and “Parties” shall mean ICSI-CCGRT and Bidder collectively.
- 2.2.6 “Letter of Intent” means the communication of the intention of the ICSI to the Contractor for the award of work read with Bid documents.
- 2.2.7 “Work Order” means the Order placed after issue of Letter of Intent by the ICSI-CCGRT to the Contractor signed by the ICSI-CCGRT including all attachments and appendices thereto and all documents incorporated by reference therein. It along with the Letter of Intent and Bid Documents and the Agreement constitutes the Contract.

S.No. Documents Required

1. Complete copy of Tender Document duly signed on all the pages.
2. Company / Firm Profile in brief including Directors / Partners Profile.
3. Certificate confirming supply of 50 number of Manpower on an average per year in the last three consecutive financial years, duly certified by a Chartered Accountant.
4. Copies of Audited Financial Statement including Profit & Loss Account and Balance Sheet for last three years ending 31.03.2018 duly certified by a Chartered Accountant.
5. Self attested copies of Income Tax Returns of last three consecutive assessment years.
6. A letter of authorization accompanied by a written Power of Attorney in case the Bid is signed on behalf of the Company / Firm.
7. Certified copy of the following certificates:-
 - (a) Certificate of Incorporation issued by the Registrar of Companies in case of Company;
 - (b) Certificate issued by the Registrar of Firms in case of partnership firm.

2.3 BIDDER TO BEAR COST OF PURCHASE OF TENDER

The Bidder shall bear all costs associated with the preparation and submission of the Bid. The ICSI CCGRT in any case will not be responsible or liable for these costs regardless of the conduct of the bidding process.

2.4 BID DOCUMENTS

Bid Documents include : -

- | | |
|-----------|------------------------------|
| Section 1 | Notice Inviting Tender (NIT) |
| Section 2 | Guidelines to Tender |
| Section 3 | Conditions of Contract |
| Section 4 | Financial Bid Format |
| Section 5 | Annexures |
| Section 6 | Acceptance Certificate |

2.5 AMENDMENT TO BID DOCUMENTS

At any time, prior to the date of submission of Bids, the ICSI-CCGRT at its discretion may for any reason, modify the Bid Documents by amendments.

2.6 EXTENSION OF TIME

In order to give prospective Bidders required time to make the amendments as per clause 2.5 above, the ICSI may at its discretion extend the deadline for submission of Bid suitably.

2.7 FINANCIAL BID

The Service Charge may be Fixed Lump sum or on percentage basis on total billing amount before applicable GST. The Service Charge quoted by the Bidder shall remain fixed during the entire period of the Contract and shall not be subject to variation on any account, whatsoever. The Bid submitted with a variation clause (unless asked by the ICSI) will be treated as non-responsive and may get rejected.

2.8 EARNEST MONEY DEPOSIT (EMD)

- 2.8.1 The Bidder shall submit EMD amount as mentioned in the NIT. The EMD shall be in the form of Demand Draft from a Scheduled Bank in favour of "ICSI-CCGRT, " payable at "Mumbai".
- 2.8.2 The Bid not accompany with Demand Draft in accordance with the above shall not be entertained.
- 2.8.3 The EMD of the unsuccessful Bidder will be returned by the ICSI without interest after one month of award of contract.
- 2.8.4 The successful Bidder's EMD will be discharged upon the Contractor's submission of Security Deposit.
- 2.8.5 The EMD may be forfeited under the following circumstances: -
- a) If a Bidder withdraws his Bid during the period of Bid validity specified in Clause 2.9.
 - b) In case of a successful Contractor, if he fails to submit the required Security Deposit / Performance Guarantee within the time prescribed or
 - c) If he fails to provide the requisite manpower within specified period as per the requirement of the ICSI.
- 2.8.6 No interest is payable on EMD.
- 2.8.7 In case of inadequacy or non-submission of prescribed EMD, the tender shall be deemed to be disqualified and shall be summarily rejected in the technical evaluation.

2.9 VALIDITY PERIOD OF BID

Bid shall remain valid for 90 (Ninety Twenty) days after the date of Bid opening. The Bid valid for a shorter period shall be rejected by the ICSI as non-responsive.

In exceptional circumstances, the ICSI may request for the consent of the Contractor for an extension to the period of Bid validity. A Contractor accepting the request and granting extension will not be permitted to modify his Bid.

2.10 FORMAT OF SIGNING THE BID

2.10.1 The original copy of the Bid shall be signed by the person duly authorized by the company/Firm. The letter of authorization shall be accompanied by a written Power of Attorney accompanying the Bid.

2.10.2 All pages of the original Bid shall be initialed by the person signing the Bid as token of his acceptance that the signatory has gone through the provisions, terms & conditions, etc. fully.

2.10.3 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Authorized person in which case such corrections shall be initialed by the Authorized person signing the Bid.

2.11 DEADLINE FOR SUBMISSION OF BID

Bid must be received by the ICSI at the address specified and not later than the date and time specified in the NIT.

2.12 LATE BID

Any Bid received late by the ICSI after the closing date for submission of the Bid shall not be entertained.

2.13 MODIFICATION AND WITHDRAWAL OF BIDS

No Bidder shall be allowed to modify Bid subsequent to the deadline for submission of Bids.

2.14 OPENING OF TECHNICAL BID

On the date of tender opening only the Technical Bid shall be opened in the presence of the three officers of the ICSI. Financial Bids shall be opened on a later date/time only if the Technical Bids have been qualified.

2.15 CLARIFICATION OF BIDS

To assist evaluation and comparison of the Bids, the ICSI may ask the Contractors for any clarification of the Bids. The clarification and response from Contractor shall be in writing.

2.16 EVALUATION OF TENDERS

- 2.16.1 The ICSI shall evaluate the Bids in respect to the substantive responsiveness of the Bid or otherwise. The ICSI shall carry out detailed evaluation of the substantially responsive Bids. The ICSI shall check the Bid to determine whether they are complete, whether any computational errors have been made.
- 2.16.2 Arithmetical error shall be rectified on the following basis : -
In case of discrepancy in words and figures, the amount in words shall prevail.
- 2.16.3 A Bid determined as substantially non-responsive shall be rejected by the ICSI.
- 2.16.4 The ICSI may waive any minor informal omission or non-conformity or irregularity in the Bid which does not constitute a material deviation.
- 2.16.5 The ICSI shall evaluate in detail and compare the Bids which are substantially responsive.

2.17 ICSI RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The ICSI does not bind itself to accept the lowest or any Tender Bid and has the right to cancel the bidding process and reject all Bids at any time prior to award of the Contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected Contractor due to action of the ICSI.

The ICSI reserves the right to accept the whole or any part of the tender.

2.18 NOTIFICATION OF SUCCESSFUL CONTRACTOR

- 2.18.1 Prior to the expiry of the Bid period, the ICSI will notify the successful Contractor in writing by registered letter or fax, to be confirmed in writing by registered letter that its Bid has been accepted.
- 2.18.2 Upon successful Contractor furnishing of Security Deposit / Performance Guarantee, the EMD of successful Contractor will be discharged.

2.19 ISSUE OF LETTER OF INTENT

- 2.19.1 The issue of Letter of Intent shall constitute the intention of the ICSI to place the Work Order with the successful Bidder.

2.20 CANCELLATION ON LETTER OF INTENT

Failure of the successful Bidder to comply with the requirement of submission of Security Deposit in time shall constitute sufficient ground for the cancellation of the acceptance of Bid and forfeiture of the EMD, in which case the ICSI may make the offer to any other Bidder at the discretion of the ICSI or call for new Bids.

2.21 POST BID CLARIFICATIONS

No post Bid clarification at the initiative of the Bidder shall be entertained and any effort by the Bidder to influence the ICSI in Bid evaluation, Bid comparison or award of the work shall result in rejection of the Bid.

2.22 SUBMISSION OF BID

2.22.1 Sealed offer shall be submitted in the envelopes as under:.

- (a) Envelope 1 shall contain EMD.
- (b) Envelope 2 super scribed as “Technical Bid”.
- (c) Envelope 3 super scribed as “Financial Bid”.
- (c) Envelope 4 shall contain all the above envelopes.

2.22.2 Technical Bid shall be put in a separate sealed cover / envelope super scribing the wordings “TECHNICAL BID FOR PROVIDING VARIOUS TYPES OF MANPOWER ON OUTSOURCE BASIS”, Notice Inviting Tender No. and Name of the Tenderer. The tender document duly stamped and signed (except the Financial Bid, Section 4) and all technical documents like literature, catalogues, etc. are to be put in the same envelope alongwith Tender Cost if the tender document is downloaded. Financial Bid of Contractor who technically qualify will only be opened for further consideration (Please see check list of documents for technical scrutiny as given in 2.2 of section - 2).