



**THE INSTITUTE OF
Company Secretaries of India**

भारतीय कम्पनी सचिव संस्थान

IN PURSUIT OF PROFESSIONAL EXCELLENCE

Statutory body under an Act of Parliament

(Under the jurisdiction of Ministry of Corporate Affairs)

**ICSI HQ: ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003
ICSI NOIDA OFFICE: ICSI House, C-36, SECTOR-62, NOIDA-201309 (UP)**

ICSI/ADMIN/TENT/2022/58

August 8, 2022

SUB: TENDER FOR EMPANELMENT OF VENDORS FOR OUTSOURCING OF TENT SERVICES FOR FUNCTIONS AT ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003 & ICSI HOUSE C-36 & C-37, SECTOR – 62, NOIDA- 201309.

Disclaimer: Due to present situation of Coronavirus (COVID-19) in India, last date for submission of bid and date for opening of bids may be changed. Such changes, if any, shall be notified at ICSI's website (www.icsi.edu) and/or Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/epublish/app>). The notice of such changes will be binding on all the Bidders.

Important Date & Information	
Tender Publish Date	August 8, 2022
Tender Fee	Rs.236/- (Rs.200/- + Rs.36/- for 18% GST) (Rupees Two Hundred Thirty Six Only)
Earnest Money Deposit (EMD)	Rs.1,000/- (Rupees One Thousand only)
Last date and time for sending Pre-Bid Queries through email (*)	All queries have to be sent at Email ID: vandana.mohindroo@icsi.edu , by 2:00 PM till August 16, 2022
Replies of Pre-Bid queries	If any, will be uploaded on the following website/portal on or after August 17, 2022 by 1:00 PM on website of the Institute (www.icsi.edu) and/or Central Public Procurement Portal (CPPP) (https://eprocure.gov.in/epublish/app)
Last Date and Time for Submission of Bids	on or before August 24, 2022 by 2:00 PM
Address for submission of Bids	The Institute of Company Secretaries of India, ICSI House, C – 36, (Ground Floor Reception: Tender Box of Dte. of Purchase) Sector – 62, Noida – 201309.
Bid Validity	180 days from the date of opening of Technical bids.
Date, time & venue of opening of Technical Bids	August 24, 2022 at 3:00 PM or any other date and time as notified later on. The Institute of Company Secretaries of India, ICSI House, C – 36, Sector – 62, Noida – 201309 or any other location as notified later on.
Date and time of opening of commercial bids	To be intimated at a later stage, only to technically qualified bidders.

Contact details	Vandana Mohindroo, Assistant Director (Admin.), (Tel. No. 0120-4522015) Email id: vandana.mohindroo@icsi.edu vandana.mohindroo@icsi.edu All pre-bid queries has to be sent at sanjeev.dogra@icsi.edu
Institute Website	www.icsi.edu

(*) Due to present situation of Coronavirus (COVID-19) in India, no physical meeting will be held. In case, prospective bidders wish to have pre-bid meeting, it can be arranged through electronic mode (if requested by prospective bidders through e-mail). Date, time and mode of Pre Bid meeting (through electronic mode) will be informed through the e-mail ids those who request for the same and also be notified on the ICSI's website (www.icsi.edu) and/or Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/epublish/app>).

Statement of Confidentiality

The information contained in this Tender Document or subsequently provided to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of Institute of Company Secretaries of India (hereinafter "Institute" / "ICSI") or by any of its 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) with information to assist the formulation of their proposals. This Tender Document does not purport to contain all the information each bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for the ICSI, its employees or advisors to consider the investment objectives, financial situation and particular needs of each bidder who reads or uses this Tender document. Each bidder 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. 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. ICSI may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender document.



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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 has other offices at C-36 & C-37, Sector – 62, Noida – 201 309. ICSI is the only recognized professional body in India to develop and regulate the profession of Company Secretaries in India.

Sealed tenders/bids are invited for “OUTSOURCING OF TENT SERVICES FOR FUNCTIONS AT ICSI HOUSE C-36 & C-37, SECTOR – 62, NOIDA- 201309” as per the details given in the Part ‘A’, ‘B’ & ‘C’ of the Tender Document. The terms and conditions governing the instant Tender are as under:

A. DEFINITIONS

- i) The “ICSI” means THE INSTITUTE OF COMPANY SECRETARIES OF INDIA, New Delhi.
- i) The “Service” means providing TENT SERVICES FOR FUNCTIONS AT ICSI HOUSE C-36 & C-37, SECTOR – 62, NOIDA- 201309, which the bidder is required to provide to the ICSI under the Contract through this tender.
- ii) “Bidder” or “Tenderer” means the agency/firm that is engaged in the business of providing TENT SERVICES FOR FUNCTIONS on annual contract basis and applies in response to this notice inviting tender.
- iii) “Vendor” mean the successful bidder who is engaged by ICSI to provide the service through this tender process by entering into the contract with the ICSI.
- iv) “Party” means ICSI or Vendor individually and “Parties” shall mean ICSI and Vendor collectively.
- v) “Letter of Intent” means the communication of the intention of the ICSI to the vendor for the award of work read with tender documents.
- vi) “Work Order” means the order placed after issue of Letter of Intent by the ICSI to the vendor signed by the authorized officer 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) The “Contract” means the contract entered into by ICSI with vendor(s) for OUTSOURCING OF TENT SERVICES FOR FUNCTIONS AT ICSI HOUSE C-36 & C-37, SECTOR – 62, NOIDA- 201309 which the vendor(s) is (are) required to provide

- to the ICSI under the contract through this tender.
- viii) The words “Contract”, “Agreement”, “Order” to be read intra alia and the words have been used inter-changeably. Therefore, the words may be understood and interpreted correctly as may be best applicable. Work Order along with the Letter of Intent if any and tender documents and the agreement constitutes the contract.

PART ‘A’

I: Instruction to Bidders

The tender document can be downloaded from August 8, 2022 to August 24, 2022 (till 01:00 PM) from the website of the Institute (www.icsi.edu) or Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/epublish/app>) for which Bidder would be required to enclose a demand draft of Rs.236/- (Rs.200/- + Rs.36/- for 18% GST) (non-refundable) from any of the scheduled bank drawn in favour of “THE INSTITUTE OF COMPANY SECRETARIES OF INDIA” payable at New Delhi. The bidder can also make online payment of Rs.236/- (Rs.200/- + Rs.36/- for 18% GST) by using following online link: “<https://apps.icsi.edu/TenderApp/>” and enclose the receipt of online payment generated by the system towards the cost of the tender document along with the bid. The bidder who fails to submit the cost of the tender document along with the bid, the bid shall not be considered for evaluation and no further communication shall be entertained in this regard. If any discrepancies found in the downloaded version of the tender, the latest version of the tender document published by the ICSI through website notification at Institute’s website: <https://www.icsi.edu/tenders/> or Central Public Procurement Portal (CPPP): <https://eprocure.gov.in/epublish/app> will be treated as authentic and correct.

(Note: The bidders having valid registration with NSIC/MSME may avail exemption from submission of tender fee but must enclose valid NSIC / MSME certificate/document in envelope No. 1 instead of tender fee demand draft / online payment acknowledgement).

1. Earnest Money Deposit (EMD)

1. Every bidder has to make a deposit of Earnest Money (EMD) of Rs.1,000/- (Rupees One Thousand only) in the form of Demand Draft from any of the scheduled bank drawn in favour of “THE INSTITUTE OF COMPANY SECRETARIES OF INDIA” payable at New Delhi. The bidder can also make online payment of the EMD using following online link: “<https://apps.icsi.edu/TenderApp/>” and enclose the receipt of online payment generated by the system with the bid.
2. Tenders received without the prescribed Earnest Money Deposit (EMD) shall not be entertained and shall be rejected summarily.
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 is to be submitted by the selected bidder / vendor with the ICSI in the form of bank guarantee from scheduled bank immediately within seven (07) days of issue of work order but before execution of the agreement. 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.

(Note: The bidders having valid registration with NSIC/MSME may avail exemption from submission of EMD but must enclose valid NSIC / MSME certificate/document in envelope No. 1 instead of EMD demand draft).

2. Forfeiture of EMD:

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

- i. the bidder withdraws its bid;
 - ii. the selected bidder does not accept the Purchase / Work Order;
 - iii. the selected bidder fails to supply goods / services as per the terms of the Tender and Purchase/ Work Order.
 - iv. any other justified 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.
3. 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 Institute. Details/supporting documents wherever applicable, if attached with the tender must be duly authenticated by the bidder. No over- writing shall be accepted unless authenticated with full signature of the bidder. ICSI shall reserve its discretion to decide on authenticity/ validity of the over-writing without prejudice to its any other right. **Each and every page of the Tender document has to be signed, stamped and submitted with the Tender by bidder.**
4. **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), Form III (Annexure C), and blank format of Performance BG (Annexure E) 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' (Annexure D) 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 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 but must enclose valid NSIC / MSME certificate/document in envelope No. 1 instead of EMD demand draft. However, all bidders irrespective of their registration with NSIC/MSME have to submit the requisite fee towards the cost of Tender).

5. The sealed tender envelope duly super scribed, "OUTSOURCING OF TENT SERVICES FOR FUNCTIONS AT ICSI HOUSE C-36 & C-37, SECTOR – 62, NOIDA- 201309" due on August 24, 2022" should be addressed to Secretary, ICSI and be sent at the Institute's address given below either by registered post/speed post/courier or by dropping in the tender box placed at Ground floor of Institute's Noida office address as mentioned below & should reach on or before **2.00 PM on August 24, 2022.**

Address:

**Secretary
The Institute of Company Secretaries of India
ICSI House, C-36, (Ground Floor: Tender Box of Dte. of Purchase)
Sector-62
Noida – 201309 (UP)**

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

6. The Technical Bid shall be opened on August 24, 2022 at 3:00 PM or any other date and time as notified later on in the Institute of Company Secretaries of India at ICSI House, C-36, Sector-62 Noida 201309 or any other place as notified later on in the presence of those bidder(s), who wish to be present. Due to present situation of lockdown due to pandemic of

Coronavirus (COVID-19) in India, ICSI may decide to open the bids on electronic mode. Mode, Date & time of opening of bids will be informed through the e-mail id those who requests for the same and also be notified on the on ICSI's website (www.icsi.edu) and /or Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/epublish/app>). No separate communication will be sent in this regard through any other mode of communication. **In the event of due date being a closed holiday or declared Holiday for ICSI-HQ / Central Government offices, or due to the lockdown condition, the due date and time for opening of the bids can be changed on the sole discretion of ICSI which will be notified only at the ICSI website (tender page).**

7. The GST has rolled out with effect from 01.07.2017. For implementation of GST in ICSI, bidders who have not migrated to or registered with GST regime will not be eligible to participate in any tender of the Institute. Any offer received from the bidder without GST registration details will be summarily rejected.
8. The Bidder should not be blacklisted by Central/ State Government Ministry/ Department/ PSU/ Statutory Body / Government Company. Bidder also should not be under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice with any Central/ State Government Ministry/Department/ PSU/ Statutory Body / Government Company in last 5 years.
9. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.
10. The bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged between the Bidder and the ICSI shall be in English.
11. ICSI shall have the right 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, 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 who qualify in the technical scrutiny shall be opened and time and date for opening the Financial Bid shall be communicated separately.
12. The Institute reserves the right to accept or reject any or all the 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. The Institute also reserves its rights to cancel the whole tender process at any stage without assigning any reason whatsoever, thus without incurring any liability to the bidders.
13. ICSI reserves the right of accepting the bid in whole or in part without assigning any reason and such decision shall be final. The part acceptance of the bid shall not violate the terms and conditions of the tender documents and the bidder shall execute the work at the specified rates without any extra charges or compensation within the stipulated period.
14. Incomplete bids shall be rejected outrightly. No alterations, amendments or modifications shall be made by the Bidder in the Tender documents and if any such alterations are made or any special conditions attached, the bid shall be liable to be rejected at the discretion of the ICSI without reference to the bidder. Tempering with any format given may be liable for rejection / disqualification of the bids. 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. Decision of ICSI on such corrections, overwriting, authentications shall be final and binding on the concerned bidder.

15. Each Bidder acknowledges and accepts that ICSI may in its absolute discretion apply selection criteria specified in the tender document for evaluation of proposals for short listing / selecting the eligible vendor(s). All Bidders on responding to ICSI for this tender will be deemed to have accepted the terms of this tender document. Non acceptance of any of the terms & conditions as stated in Tender document and non-submission of the stipulated Earnest Money Deposit (EMD) shall render the Bid invalid.
16. In the interest of the Institute, ICSI at its discretion may include or exclude any bidder who has served/worked for the ICSI by executing any similar contract through tender/RFP in recent past. Such inclusion or exclusion of bidder shall be decided during technical evaluation of the bids of this tender process.
17. The Bidder who was awarded any contract in the past by the Institute but terminated during the contract period due to unsatisfactory performance will not be eligible /considered to participate in this tender. Also a bidder who was awarded any contract earlier but refused to continue the contract/refused to sign the agreement as given by the Institute will not be eligible to participate in this tender.
18. 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.

19. Eligibility Criteria

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/Registered Partnership Firm/ LLP or Proprietorship firm. Please attach Certificate of Incorporation along with copy of MOA and AOA / Copy of Registered Partnership Deed / LLP Certificate / Trade/Business License from the Local Authority, as the case may be.		
2)	Bidder must have at least 3 years' experience as on closing date of submission of tender for providing similar work in Private Offices / Professional / Training or Educational Institutes / PSUs / Central / State Government establishments / Autonomous and Statutory Bodies with full satisfaction of the client. (Please attach self-attested copy of work order / certificates from the previous or existing clients).		
3)	The bidder should have at least Three (3) clients, out of which minimum One (1) should be from Private Offices / Professional / Training or Educational Institutes / PSUs / Central / State Government establishments / Autonomous and Statutory Bodies (Please attach work order/agreement copy) for providing similar service. Please provide name and contact details of the concerned officials of each client.		

4)	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 attach undertaking on bidder's business letterhead signed by the authorized signatory).		
5)	Bidder must have average turnover of Rs.3 Lac (Rupees three lakhs only) in last three financial years (F.Y. 2018-19, 2019-20 and 2020-21). (Please submit the certified audit report/P&L Statement or Copy of full ITR form of the relevant financial year with technical bid).		
6)	Bidder should have office establishment in Delhi (NCR) (Please attach supporting document).		
7)	Submission of Tender Fee or valid NSIC / MSME certificate/document		
8)	Submission of EMD or valid NSIC / MSME certificate/document		
9)	PAN (Please attach self-attested photocopy of the documentary proof to be submitted)		
10)	GSTIN Code (Please enclose self-attested photocopy)		
11)	Bidder should not have been blacklisted by any Firm/Organization/School/Board/University/ Institution or any Government organization and no litigation is pending in the court of law against the bidder. Bidder also should not be under any legal action or not declared ineligible to participate for unsatisfactory past performance by the Government of India for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, any other unlawful or unethical business practices with any Central/ State Government Ministry/Department/ PSU/ Statutory Body / Government Company in last 5 years. The Bidder also must not have been declared bankrupt/insolvent or should not have filed for bankruptcy/insolvency in the past five years or in the process of being declared bankrupt / insolvent before any designated authority in any country (Declaration from Authorized Signatory on the Bidder's Business Letter Head).		
12)	The Bidder who has refused to continue or sign the agreement in past for any contract awarded by ICSI, will not be eligible to participate in this tender. The bidder who has been terminated during the contract period due to unsatisfactory performance will also not be eligible to participate in this tender. Please submit Declaration from Authorized Signatory on the Bidder's Business Letter Head.		

20. Bid Evaluation:

- a) Technical Evaluation: The bids will be evaluated based on the bid eligibility criteria.
- b) Financial Evaluation: The lowest rate for each category offered by the bidders during this tender process will be defined as 'Benchmark Rate'. The eligible/qualified bidders will be offered the chance to be empaneled with ICSI for the service on the basis of 'Benchmark Rate'. All the eligible/qualified bidders who agree to provide the service to ICSI based on 'Benchmark Rate' are to be empaneled with ICSI.

II: Terms and conditions of the Contract

1. Duration of Contract:

The contract will be initially for a period of three years and is likely to commence from the date of signing of the agreement. Upon completion of initial contract period, ICSI may consider extending the contract for a further period of two years as per quoted rates, terms and conditions as mutually agreed upon.

The contract shall be subject to periodic appraisal and review by ICSI and in case the jobs performed are not found to be satisfactory, the contract shall be terminated by giving notice of one month by ICSI. Either party may terminate the contract by giving three months' notice in writing.

2. Scope of Services

- i. The vendor has to provide tent services for functions at NOIDA office and/or New Delhi office of ICSI, as communicated from time to time.
 - ii. The vendor must have sufficient workers like Supervisors, electricians, generator operators, helpers etc.
 - iii. Waiters/ Steward should be neatly dressed up.
 - iv. All the items i.e. tent / kanat, carpets, mattress, sofa, chair and linen, provided by the firm should be neat & clean, unfaded, etc. Under no circumstance, sub-standard material will be accepted.
 - v. The color of the tent / frill, etc should be matching with the Banquet Chair or as advised the Authorized Officer.
 - vi. For every program the color of the tent/ parda, frill, and chair colors should be different depending upon the occasion.
 - vii. Pedestal Fan must be in good condition, old and sound creating fans should not be used.
 - viii. Crockery set used should be of good quality and unbreakable.
 - ix. The items must be delivered as per time frame given by the institute.
3. **Timeline:** Time is the essence of the contract. The vendor will have to provide the service as per stipulated timeline as per instruction of ICSI, failing which the Institute will cancel the service order issued to the successful bidder.
4. In case of failure to supply the services of the ordered quantity / specifications / quality within the time schedule and at the agreed rates, the Institute shall have right to purchase the same from the market at the prevalent rate and the difference between the agreed price and purchase price would be recovered from the vendor. Further, if the supplied service are not in accordance with the order then the Institute reserves the right to reject the whole lot or accept, whole or part supply, at less than the agreed / market price. Any loss to the Institute on this account shall be recovered from the vendor.
5. The vendor will have to bear the cost of damage that may occur during transportation, etc.
6. Delivery of the goods is be made at The Institute of Company Secretary of India, ICSI House C-36 and/or C-37, Sector-62, Institutional Area, Noida - 201309. If required, vendor may be awarded the contract at other location, on the same rate, terms and conditions. The vendor has to make his own arrangements to deliver the material.
7. Cutting and overwriting should be avoided. Every cutting and overwriting must be duly initialed, otherwise the bid / proposal is liable to be rejected.

8. The bidder has to quote rate inclusive of all i.e. cost of manpower, tools and tackles, consumables, enabling services e.g. scaffolding, lifting tools 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.

9. Security Deposit / Performance Guarantee: -

The vendor 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 has to be of equivalent amount of 5% 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.

10. Forfeiture of Security Deposit and Invoking of Bank Guarantee: -

ICSI shall have the right to invoke the Bank Guarantee and to forfeit the security deposit if vendor contravene or breach any of the terms and conditions of this tender or if the Service Provider withdraws or amends, impairs or derogates from Work Order / or fails to execute the work as per the Work Order or fails to deliver the satisfactory performance during the period of contract.

ICSI shall also have the right to invoke the Bank Guarantee and to forfeit the security deposit and to adjust the damage or loss caused to the ICSI due to the negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the Service Provider or its staff / employee / agent / representative.

Whenever under Work Order any sum of money is recoverable from and payable by the Service Provider, the ICSI shall have right to recover such sum by appropriating in part or in whole from the security deposit / bank guarantee of the Service Provider. In the event of the security deposit / bank guarantee being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Service Provider or which at any time thereafter may become due to the Service Provider under this or any other agreement with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the Service Provider shall pay the Institute on demand the remaining amount.

The vendor having valid registration with NSIC/MSME on the date of submission of tender, are also required to submit requisite security deposit / performance guarantee.

11. 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 agency(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 agency(s).
12. The vendor will ensure for getting proper license/permission from the concerned authorities wherever applicable. 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.

13. 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 ICSI premises.
14. 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 ICSI suffers any loss or damage on account of negligence, default or theft on the part of the staff of the vendor, then the vendor shall be liable to reimburse to ICSI for the same. This is subject to the limitation of the contract.
15. The rate quoted by the bidder will be valid during contract period 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, tools and tackles, consumables, enabling services e.g. scaffolding, lifting tools 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.
16. **Payment Terms:** Payment will be made to the vendor within one month on submission of bill subject to tally of the bill and the supplied items. No advance payment shall be made under any circumstances. Payments shall be subject to deductions of any amount for which the vendor 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 on the date of invoice submission and/or payment date.
17. **Claim for Interest:**
No claim for interest will be entertained by the ICSI with respect to any moneys or balances which may be in its hands owing to a dispute between the Service Provider and the ICSI or in respect of any delay on the part of the ICSI in making interim or final payments or otherwise.
18. **Payment Of Taxes:-**
Service Provider shall be responsible for and shall pay all taxes, duties, excises, assessments or other charges of any kind or nature whatsoever levied by any government or governmental body on or in connection with the Services including without limitation sales taxes, duties, customs, levies, service tax and any other tax ("taxes") levied on the equipment, supplies and any other item/service supplied by Service Provider during the tenure of the agreement. ICSI may seek proof of payment of such taxes, duties etc. before release of future payments failing which payment would not be released till the compliance thereof.
19. The vendor will have to provide the service as per stipulated timeline as per instruction of ICSI, failing which the Institute will cancel the service order issued to the successful bidder.
20. **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.
 - a) **Penalty for Deficiency in Service:** The competent authority of the 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 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 ICSI. In case of delay in service as per the terms tender and contract agreement, the service provider shall be liable for penalty of Rs.1,000/- for first instance, Rs.1,500/- for second instance and Rs.2,500/- for third instance.

b) When the housekeeping staff do not attend to duty or is/are on leave and no substitute housekeeping staff is/are provided, salary on pro-rata basis of the days of absence, up to three days shall be deducted and beyond three days, a penalty of Rs.500/- per week shall be levied for continuous absence.

c) Liquidated Damaged (LD) Clause

While awarding a contract, an LD clause for levying penalty on the Supplier in case of delay in effecting delivery of goods/service as under

- 10% of the total value of respective order for each hour of delay in making tent arrangements/other service.
21. 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.
 22. The vendor shall ensure at its own cost and risk that all the statutory compliance and relevant licenses / registrations / permission/ certificates, including but not limited to EPF, ESI, GSTN, Contract Labour License etc. related to this contract remains in force during entire period of the contract at ICSI which are/may be required in respect of the services provided. Failing to comply the aforesaid provisions will attract the appropriate penalties or termination of the contract. Monthly compliance report has to be submitted to ICSI.
 23. The personnel 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 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 ICSI before commencing the service.
 24. 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.
 25. The vendor will also ensure that the personnel deployed are medically fit and not under intoxication at any time while providing the service at ICSI. The vendor shall withdraw such personnel who are not found suitable by ICSI for any reasons immediately on receipt of such a request from ICSI.
 26. The personnel deployed by the vendor shall be the employees of the vendor for all intents and purposes and that the personnel 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 personnel and ICSI shall accrue/arise implicitly or explicitly. The vendor and the personnel deployed by the vendor at ICSI sites shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters which has no direct forbearance on the service provided by the vendor .

27. The vendor's deployed personnel 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.
28. The vendor will ensure that every deputed personnel is covered by adequate insurance coverage to address any contingencies. Vendor shall be liable for accident, injury, losses due to any accident or negligence of its workers and shall also be liable to incur all the expenses in consequence thereof and Institute is in no way responsible for any damages arising out of this contract.
29. The vendor shall be contactable at all times and messages sent by phone /e- mail/ fax / special messenger from ICSI shall be acknowledged immediately on receipt on the same day. The vendor shall strictly observe the instructions issued by ICSI in fulfillment of the Contract from time to time.
30. The Vendor will attend or report to the authorized official or Administration Department of the Institute immediately, as and when directed. He will personally attend any meeting or discussion as per instructions from the Institute.
31. The vendor shall be required to keep ICSI updated about the change of address, change of the Management etc. from time to time.
32. The vendor and/ or the personnel deployed at the ICSI sites shall be responsible for its belongings and ICSI shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the vendor.
33. The contract may remain valid and the Term may be extended and/or shall remain incomplete until no dues certificate has been signed by ICSI.
34. Water and electricity shall be provided to the Vendor by ICSI free of cost related to the service during the contract period only at 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.

II. GENERAL:

- a) Modification/variation in Terms of Contract:** 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.
- b) Recovery:** Whenever under the contract through this tender, any sum of money is recoverable by ICSI from the party or / and payable by the party to ICSI, the 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 ICSI. If this sum is not sufficient to cover the full amount recoverable, the party shall pay the ICSI on demand the remaining balance due along with penalty.

- c) Dispute Resolution:** Any dispute, difference, controversy or claim ("Dispute") arising between the successful bidder and 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.
- d) 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 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 authorized official of the Institute and the successful bidder will address the disputes / differences for mutual resolution and failing which the matter shall be referred to The sole arbitrator to be appointed mutually by both the parties.
- i. The place of the arbitration shall be at The ICSI, 22, Institutional Area, Lodi Road, New Delhi.
 - ii. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.
 - iii. The proceedings of arbitration shall be in English language.
 - iv. The parties are not entitled to approach any court of law without resorting to arbitration approach.
 - v. The decision / award of the arbitrator shall be final and binding on parties to the arbitration proceedings.
- e) Jurisdiction:** In respect of any dispute arising between 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 Delhi shall only have the jurisdiction.
- f) Right to Black List:** 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).
- g) 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 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 ICSI in divulging the information by the employees of the successful bidder, the ICSI shall be indemnified. The successful bidder agrees to maintain the confidentiality of the ICSI's information after the termination of the contract also. The successful bidder will treat as confidential all data and information about the 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.
- h) 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 ICSI.

i) Statutory Compliance of Regulations & Work Rules: The successful bidder will be required to comply with all statutory obligations (Central Govt. / State Govt. / any other) from time to time applicable to this contract.

- (a) The successful bidder shall be responsible for complying with the applicable laws/bye laws/Regulations in force from time to time.
- (b) The successful bidder shall have to bear all statutory liabilities as applicable to his workers/personnel engaged by him for the job. Nothing will be paid extra in this regard. If any amount is paid by ICSI in this regard, the same amount will be deducted from his bill.
- (c) The successful bidder shall have to arrange insurance cover for the workers/personnel engaged by you for the job.
- (d) The successful bidder shall be wholly and solely responsible for all the dues of the workers/personnel engaged by you including the liabilities if any towards workmen compensation or under any other law

j) Force Majeure

- i. 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.
- ii. If a Force Majeure situation arises, the successful bidder are required to promptly notify 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 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.

k) Indemnity Clause: The vendor will indemnify 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 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 ICSI. As a result of the successful bidder action, inaction or any omissions, if 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 ICSI such amount along with other expenses incurred by ICSI or 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 ICSI. However, 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 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 ICSI in this respect shall be final & binding on the vendor.

l) Compensation:

In case of any damage or loss caused to the Institute due to breach of term or condition of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the vendor or its staff, the /vendor shall be liable to compensate the loss caused to ICSI and to pay damages. The Institute shall have right to adjust the damage / loss suffered by it from the security deposit / earnest money deposit / bank guarantee and / or to charge penalty as decided by the Institute. Decision of the Institute in this respect shall be final & binding.

m) Termination: The 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:

- i. 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 ICSI.
- ii. If the vendor fails to perform any other obligations under the contract and
- iii. 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 ICSI may authorize in writing) after receipt of the default notice from the ICSI.
- iv. Without any notice or on a notice period of maximum of 30 days.
- v. 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 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 For any details / clarifications, bidders may contact Shri Bhubanananda Pradhan, Director, Admin (Tel. No.:011-45341013 Email id: Bhubanananda.Pradhan@icsi.edu at ICSI or Ms. Vandana Mohindroo, Assistant Director (Admin.), (Tel. No. 0120-4522015/23), Email id: Vandana.Mohindroo@icsi.edu

Date: August 8, 2022

(A K Ghosal)
Director (Purchase & Stores)

(Annexure A)

ICSI/ADMIN/TENT/2022/58

August 8, 2022

SUB: TENDER FOR EMPANELMENT OF VENDORS FOR OUTSOURCING OF TENT SERVICES FOR FUNCTIONS AT ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003 & ICSI HOUSE C-36 & C-37, SECTOR – 62, NOIDA- 201309.

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./LLP/Partnership/Proprietorship)
(Enclose self-attested copy of document)
 - (c) Name of CEO/Directors /Partners/ Proprietor _____
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. Year of commencement of Business _____
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.**

(Annexure “B”)

ICSI/ADMIN/TENT/2022/58

August 8, 2022

SUB: TENDER FOR EMPANELMENT OF VENDORS FOR OUTSOURCING OF TENT SERVICES FOR FUNCTIONS AT ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003 & ICSI HOUSE C-36 & C-37, SECTOR – 62, NOIDA- 201309.

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/Registered Partnership Firm/ LLP or Proprietorship firm. Please attach Certificate of Incorporation along with copy of MOA and AOA / Copy of Registered Partnership Deed / LLP Certificate / Trade/Business License from the Local Authority, as the case may be.		
2)	Bidder must have at least 3 years' experience as on closing date of submission of tender for providing similar work in Private Offices / Professional / Training or Educational Institutes / PSUs / Central / State Government establishments / Autonomous and Statutory Bodies with full satisfaction of the client. (Please attach self-attested copy of work order / certificates from the previous or existing clients).		
3)	The bidder should have at least Three (3) clients, out of which minimum One (1) should be from Private Offices / Professional / Training or Educational Institutes / PSUs / Central / State Government establishments / Autonomous and Statutory Bodies (Please attach work order/agreement copy) for providing similar service. Please provide name and contact details of the concerned officials of each client.		
4)	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 attach undertaking on bidder's business letterhead signed by the authorized signatory).		
5)	Bidder must have average turnover of Rs.3 Lac (Rupees three lakhs only) in last three financial years (F.Y. 2018-19, 2019-20 and 2020-21). (Please submit the certified audit report/P&L Statement or Copy of full ITR form of the relevant financial year with technical bid).		
6)	Bidder should have office establishment in Delhi (NCR) (Please attach supporting document).		
7)	Submission of Tender Fee or valid NSIC / MSME certificate/document		

8)	Submission of EMD or valid NSIC / MSME certificate/document		
9)	PAN (Please attach self-attested photocopy of the documentary proof to be submitted)		
10)	GSTIN Code (Please enclose self-attested photocopy)		
11)	Bidder should not have been blacklisted by any Firm/Organization/School/Board/University/ Institution or any Government organization and no litigation is pending in the court of law against the bidder. Bidder also should not be under any legal action or not declared ineligible to participate for unsatisfactory past performance by the Government of India for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, any other unlawful or unethical business practices with any Central/ State Government Ministry/Department/ PSU/ Statutory Body / Government Company in last 5 years. The Bidder also must not have been declared bankrupt/insolvent or should not have filed for bankruptcy/insolvency in the past five years or in the process of being declared bankrupt / insolvent before any designated authority in any country (Declaration from Authorized Signatory on the Bidder's Business Letter Head).		
12)	The Bidder who has refused to continue or sign the agreement in past for any contract awarded by ICSI, will not be eligible to participate in this tender. The bidder who has been terminated during the contract period due to unsatisfactory performance will also not be eligible to participate in this tender. Please submit Declaration from Authorized Signatory on the Bidder's Business Letter Head.		

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**

Form III: Tender acceptance letter to be printed on business letterhead of the bidder

To,

The Secretary
The Institute of Company Secretaries of India
ICSI House, C-36, Sector-62, (Ground Floor: Tender Box)
Institutional Area,
Noida – 201309

SUB: TENDER FOR EMPANELMENT OF VENDORS FOR OUTSOURCING OF TENT SERVICES FOR FUNCTIONS AT ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003 & ICSI HOUSE C-36 & C-37, SECTOR – 62, NOIDA- 201309.

Sir,

This is with reference to your tender no: **ICSI/ADMIN/TENT/2022/58** dated **August 8, 2022** due on _____. We are interested in participate in the TENDER FOR EMPANELMENT OF VENDORS FOR OUTSOURCING OF TENT SERVICES FOR FUNCTIONS AT ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003 & ICSI HOUSE C-36 & C-37, SECTOR – 62, NOIDA- 201309. 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 understands 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:

Annexure "D"

TENDER FOR EMPANELMENT OF VENDORS FOR OUTSOURCING OF TENT SERVICES FOR FUNCTIONS AT ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI- 110003 & ICSI HOUSE C-36 & C-37, SECTOR – 62, NOIDA- 201309

PART 'C' (FINANCIAL BID)

The bidder has to quote rate inclusive of all i.e. cost of manpower, tools and tackles, consumables, enabling services e.g. scaffolding, lifting tools 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.

→ Bidder as per his choice may quote rate for both option I & II or may quote rate for option I or option II only.

Option I: For ICSI Noida offices at C-36 & C-37 Sector 62, Noida -201 309

(figure in Rs.)

S No	Particulars	Unit	Rates (Except GST) (a)	GST (b)	Total Amount all inclusive (c=a + b)
1.	Banquet Chairs with covers	Per chair			
2.	Banquet Chairs – high back with covers	Per chair			
3.	Table (6x3) with frill & table cloth /paper sheet	Per table			
4.	Round Table with frill & cloth cover	Per table			
5.	Centre Table with cover	Per table			
6.	Ceiling Tent / pipe Pandal– normal	Per square feet			
7.	Ceiling Tent / pipe pandal – water proof	Per square feet			
8.	Food Stall with roof	Per square feet			
9.	Stall Umbrella (Round)	Per piece			
10.	Side Curtain (Parda)	Per square feet			
11.	Kanat	Per square feet			
12.	Mat – Green / Grey/Red	Per square feet			
13.	Carpet Red / Green	Per square feet			
14.	Sofa (3 seater) with cover	Per piece			
15.	Podium	Per piece			
16.	Dustbin (Plastic)	Per piece			
17.	Dustbin (Steel)	Per piece			
18.	Tub/ Patila with lid	Per piece			
19.	Water Drum	Per piece			
20.	Takhat	Per piece			
21.	Masking for Stage (per square feet)+6	Per square feet			
22.	Scaffolding/ Professional Stage	Per square feet			
23.	Canopy/Stall (with 2 Table & chair) (6x6x7ft)	Per piece			

24.	Palang (Bed)	Per piece			
25.	Bed Sheet	Per piece			
26.	Quilt/rajai with Cover	Per piece			
27.	Mattresses / Gadda	Per piece			
28.	Pillow with cover	Per piece			

S. No	Particulars	Unit	Rates (Except GST) (a)	GST (b)	Total Amount all inclusive (c=a + b)
29.	P A System	including two speaker, one ordinary mike with stand & one cordless mike			
30.	Cordless mike (handheld)	Per piece			
31.	Collar mike (cordless)	Per piece			
32.	Ordinary Mike (corded)	Per piece			
33.	Par Cans (colored light cans)	Per light			
34.	Flood Light	Per light			
35.	Halogen Light (500w)	Per light			
36.	Mist Fan	Per piece			
37.	Pedestal fan (Soundless)	Per piece			
38.	Ceiling fan	Per piece			
39.	Air Cooler (Normal Desert Cooler – Medium size)	Per piece			
40.	Commercial Desert Air Cooler(big size)	Per piece			
41.	Coffee Machine (with operator)	Per piece			
42.	Silent Generator 125 KV (12 hrs) including Diesel	Per piece			
43.	Silent Generator 125 KV (24 hrs) including Diesel	Per piece			
44.	Silent Generator 162 KV (12 hrs) including Diesel	Per piece			
45.	Silent Generator 162 KV (24 hrs) including Diesel	Per piece			
46.	Gas Angithi/ Coal Angithi	Per piece including fuel(coal or gas)			
47.	Serving Dish (Hot case) with serving Spoon	Per Dish			

48.	Melamine Full Plate with Spoon & napkin	Per set			
49.	Bone Chine Full plate with spoon & napkin	Per set			
50.	Cup & saucer Bone China	Per set			
51.	Soup Bowl with saucer & spoon	Per set			
52.	Desert/vegetable bowl	Per piece			
53.	Rice Plate	Per piece			
54.	Dinner Spoon / Fork (good quality)	Per piece			
55.	Ordinary Waiter/labour	Per person			
56.	Steward	Per person			
57.	Cartage (for both side)	Both side (to & fro)			

Date:

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

Option II: For ICSI HQ: ICSI House, 22, Institutional Area, Lodi Road, New Delhi-110003

(figure in Rs.)

S No	Particulars	Unit	Rates (Except GST) (a)	GST (b)	Total Amount all inclusive (c=a + b)
1.	Banquet Chairs with covers	Per chair			
2.	Banquet Chairs – high back with covers	Per chair			
3.	Table (6x3) with frill & table cloth /paper sheet	Per table			
4.	Round Table with frill & cloth cover	Per table			
5.	Centre Table with cover	Per table			
6.	Ceiling Tent / pipe Pandal– normal	Per square feet			
7.	Ceiling Tent / pipe pandal – water proof	Per square feet			
8.	Food Stall with roof	Per square feet			
9.	Stall Umbrella (Round)	Per piece			
10.	Side Curtain (Parda)	Per square feet			
11.	Kanat	Per square feet			
12.	Mat – Green / Grey/Red	Per square feet			
13.	Carpet Red / Green	Per square feet			
14.	Sofa (3 seater) with cover	Per piece			
15.	Podium	Per piece			
16.	Dustbin (Plastic)	Per piece			
17.	Dustbin (Steel)	Per piece			
18.	Tub/ Patila with lid	Per piece			
19.	Water Drum	Per piece			
20.	Takhat	Per piece			
21.	Masking for Stage (per square feet)+6	Per square feet			
22.	Scaffolding/ Professional Stage	Per square feet			
23.	Canopy/Stall (with 2 Table & chair) (6x6x7ft)	Per piece			
24.	Palang (Bed)	Per piece			
25.	Bed Sheet	Per piece			
26.	Quilt/rajai with Cover	Per piece			
27.	Mattresses / Gadda	Per piece			
28.	Pillow with cover	Per piece			

S. No	Particulars	Unit	Rates (Except GST) (a)	GST (b)	Total Amount all inclusive (c=a + b)
29.	P A System	including two speaker, one ordinary mike with stand & one			

		cordless mike			
30.	Cordless mike (handheld)	Per piece			
31.	Collar mike (cordless)	Per piece			
32.	Ordinary Mike (corded)	Per piece			
33.	Par Cans (colored light cans)	Per light			
34.	Flood Light	Per light			
35.	Halogen Light (500w)	Per light			
36.	Mist Fan	Per piece			
37.	Pedestal fan (Soundless)	Per piece			
38.	Ceiling fan	Per piece			
39.	Air Cooler (Normal Desert Cooler – Medium size)	Per piece			
40.	Commercial Desert Air Cooler(big size)	Per piece			
41.	Coffee Machine (with operator)	Per piece			
42.	Silent Generator 125 KV (12 hrs) including Diesel	Per piece			
43.	Silent Generator 125 KV (24 hrs) including Diesel	Per piece			
44.	Silent Generator 162 KV (12 hrs) including Diesel	Per piece			
45.	Silent Generator 162 KV (24 hrs) including Diesel	Per piece			
46.	Gas Angithi/ Coal Angithi	Per piece including fuel(coal or gas)			
47.	Serving Dish (Hot case) with serving Spoon	Per Dish			
48.	Melamine Full Plate with Spoon & napkin	Per set			
49.	Bone Chine Full plate with spoon & napkin	Per set			
50.	Cup & saucer Bone China	Per set			
51.	Soup Bowl with saucer & spoon	Per set			
52.	Desert/vegetable bowl	Per piece			
53.	Rice Plate	Per piece			
54.	Dinner Spoon / Fork (good quality)	Per piece			
55.	Ordinary Waiter/labour	Per person			
56.	Steward	Per person			
57.	Cartage (for both side)	Both side (to & fro)			

Date:

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

(Annexure E)

Format- Performance Bank Guarantee from Nationalized Bank

FOR PERFORMANCE GUARANTEE

Ref. No.

Bank Guarantee No

Dated

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

1. Against contract vide Advance Acceptance of the Tender covering "....." (hereinafter called the said 'contract') entered into between the Institute of Company Secretaries of India, (hereinafter called the Purchaser) and _____ (hereinafter called the Contractor) this is to certify that at the request of the Service Provider we _____ Bank Ltd., are holding in trust in favour of the Purchaser, the amount of Rs _____/- (Rs.----- only) to indemnify and keep indemnified the ICSI against any loss or damage that may be caused to or suffered by the ICSI by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the ICSI, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Contractor and the amount of loss or damage that has been caused or suffered by the ICSI shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the ICSI.
2. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Service Provider i.e. till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by the ICSI before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the ICSI.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the ICSI.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.
5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

6. We _____ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance by the Purchaser to the said Contractor or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

WITNESS NO. 1

Authorized Bank Representative

- (Signature)
Full name and official
Address (in legible letters)

(Signature)
Full name, designation and
address (in legible letters)
with Bank stamp

WITNESS NO. 2

(Signature)
No..... Full name and official
Dated..... Address (in legible letters)

Attorney as per power of
Attorney