



**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)

Tender No. ICSI/Admin/OMC(EE)/2022/59

August 8, 2022

SUB: Tender for Routine Operation, Routine Maintenance/check-up of Electrical Equipment's installed at ICSI HQ Building at 22, Institutional Area Lodi Road New Delhi 110003 and ICSI Houses at C-36 & C-37, Sector 62, Noida 201 309.

S. No.	Tender Publish Date	August 8, 2022
1.	Tender Fee	Rs. 236/- (Rs.200/- + Rs.36/-for 18% GST) (Rupees Two Hundred Thirty-Six Only)
2.	Earnest Money Deposit (EMD)	Rs.48,000/- (Rupees Forty Eight Thousand only)
3.	Last date and time for sending Pre-Bid Queries through email (*)	For ICSI HQ, Lodi Road, New Delhi 110 003 Birender Kumar, AD(Admin), (Tel. No. 011-45341056), Email id: birender.kumar@icsi.edu For ICSI C-36 & C-37, Sector 62, Noida 201 309 Ms. Vandana Mohindroo, AD(Admin.), (Tel. No. 0120-4522015), Email id: Vandana.Mohindroo@icsi.edu by 2:00 PM till August 16, 2022.
4.	Replies of Pre-Bid queries	If any, will be uploaded on the following website/portal by August 17, 2022 by 5:00 PM on website of the Institute (www.icsi.edu) and/or Central Public Procurement Portal (CPPP) (https://eprocure.gov.in/epublish/app)
5.	Last Date and Time for Submission of Bids	August 22, 2022 by 2:00 PM
6.	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. Note: The technical bid soft copy (complete in all respect) is also to be submitted by the bidders through downloadable link and such download link is to be shared on the following email id:

		rajeev.mishra@icsi.edu. <u>Soft copy of Financial bid is not to be submitted by email till further notification.</u>
7.	Bid Validity	180 days from the date of opening of technical bids.
8.	Date, time & venue of opening of Technical Bids.	August 22, 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.
9.	Date and time of opening of commercial bids.	To be intimated at a later stage, only to technically qualified bidders
10.	Contact details	Shri B Pradhan, Director, Directorate of Administration, ICSI. Tel. No.:011-45341015/23 Email Id: Bhubanananda.Pradhan@icsi.edu
11.	Institute Website	www.icsi.edu



**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)

Tender No. ICSI/Admin/OMC(EE)/2022/59

August 8, 2022

SUB: Tender for Routine Operation, Routine Maintenance/check-up of Electrical Equipment's installed at ICSI HQ Building at 22, Institutional Area Lodi Road New Delhi 110003 and ICSI Houses at C-36 & C-37, Sector 62, Noida 201 309.

A. About ICSI:

The Institute of Company Secretaries of India (ICSI) is a statutory body constituted under an Act of Parliament i.e. the Company Secretaries Act, 1980 (herein after referred as ICSI / Institute). ICSI is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India and having its head office at 22, Institutional Area, Lodi Road, New Delhi. The Institute 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.

B. DEFINITIONS

- i) The "ICSI" means THE INSTITUTE OF COMPANY SECRETARIES OF INDIA, New Delhi.
- ii) The "Contract" means Agreement executed between the ICSI and the Vendor for providing Routine Operation, Routine Maintenance/check-up of Electrical Equipment's installed at ICSI HQ Building at 22, Institutional Area Lodi Road New Delhi 110003 and ICSI Houses at C-36 & C-37, Sector 62, Noida 201 309.
- iii) "Bidder" or "Tenderer" means the agency/firm that is engaged in the business of providing Routine Operation, Routine Maintenance/check-up of Electrical Equipment's on annual contract basis and applies in response to this notice inviting tender.
- iv) "Vendor" mean the successful bidder who is engaged by ICSI to provide the service of Routine Operation, Routine Maintenance/check-up of Electrical Equipment's, through this tender process by entering into the contract with the ICSI.
- v) "Party" means ICSI or Vendor individually and "Parties" shall mean ICSI and Vendor collectively.
- vi) "Letter of Intent" means the communication of the intention of the ICSI to the vendor for the award of work read with tender documents.
- vii) "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.

PART 'A'

I: Instruction to Bidders

1. The tender document can be downloaded from August 8, 2022 to August 22, 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 with the bid. The bidder who fails to submit the cost of the tender document with the bid, their 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 document, 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.

All bidders irrespective of their registration with NSIC/MSME must submit the requisite fee towards the cost of Tender.

2. Earnest Money Deposit (EMD)

- i. Every bidder has to make a deposit of Earnest Money (EMD) of Rs.48,000/- (Rupees Forty Eight 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.
- ii. Tenders received without the prescribed Earnest Money Deposit (EMD) shall not be entertained and shall be rejected summarily.
- iii. 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. The balance of the performance security amount can also be submitted through demand draft issued from any of the scheduled bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi.

(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).

3. 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.
4. 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 page of the Tender document must be signed, stamped and submitted with the Tender by bidder.**
5. **Bid Submission:** Each bidder shall submit the tender in three separate sealed envelopes, (i) EMD & Tender Fee is to be put in **envelope No. 1** (please mark the envelope as "**No.1 – EMD & Tender Fee**"), (ii) Part 'A' & 'B' including Form I (Annexure A), Form II (Annexure B), and Form III (Annexure C) and Annexure E 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 must submit the requisite fee towards the cost of Tender).

6. The bidders must mention the price details in the prescribed format of price bid which is to be put in the sealed envelope as instructed at Sr. No. 5 above. The bidders should ensure that price details are not mentioned anywhere, except the prescribed price bid format. In case, during the evaluation it is found that the bidder has mentioned the price details anywhere other than in the prescribed price bid format, or if the price bid is not submitted in sealed cover; the bid submitted by such bidder shall be out rightly rejected. In case of non-compliance of this instruction, the EMD and tender fee submitted by such bidders will also be forfeited.
7. The sealed tender envelope duly super scribed, "**Tender for Routine Operation, Routine Maintenance/check-up of Electrical Equipment's installed at ICSI HQ Building at 22,**

Institutional Area Lodi Road New Delhi 110003 and ICSI Houses at C-36 & C-37, Sector 62, Noida 201 309” due on, **August 22, 2022** should be addressed by name **Secretary**, ICSI and 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 Headquarter at its Noida office address as mentioned below & should reach on or before **2.00 PM on, August 22, 2022**.

Address:

Secretary
The Institute of Company Secretaries of India
ICSI House, C-36, **(Ground Floor: Tender Box)**
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.

Note: The technical bid soft copy (complete in all respect) is also to be submitted by the bidders through downloadable link and such download link is to be shared on the following email id: rajeev.mishra@icsi.edu. Financial bid (soft copy) is not to be submitted by email till further notification.

8. The Technical Bid shall be opened on May 17, 2022 at 4:00 PM or any other date and time as notified later 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 be notified on the website of ICSI (www.icsi.edu). 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).**
9. 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.
10. 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.
11. 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.

12. 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 based on 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 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.
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 Institute reserves the right to accept or reject any or all the tenders including the lowest tender(s) without assigning any reason or to cancel the whole tender process at any stage without assigning any reason whatsoever at its sole discretion prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the ICSI's action. The decision of the Institute will be final and binding on all concerned.
18. 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.

19. At any time, prior to the date of submission of bids, ICSI may, for any reason, at its own initiative modify RFP document by amendments. The amendments shall be notified on ICSI's web site, i.e. at <https://www.icsi.edu> and these amendments will be binding on all the Bidders.

The vendor who has not performed as per terms & conditions of the ICSI contract in respect of any earlier contract at ICSI, may not be considered.

20. Eligibility Criteria

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 / Copy of Registration Certificate (s)
2)	Bidder must have Registration under Employee Provident Fund and Miscellaneous Provisions Act, 1952. (Please attach self-attested photo copy of the certificate)
3)	Bidder must have Registration under Employees State Insurance Act., 1984. (Please enclose self-attested photo copy of the certificate)
4)	Bidders must have Registration under the contract labour (Regulation & Abolition) Act, 1970. (Please attach self-attested photo copy of the certificate)
5)	Bidders must have 3 personnel in its roll who are in possession of Electrical Wireman/ Certificate of Competency Class-II, valid license under appropriate electrical act issued by the concerned licensing authority. (Please attach self-attested photo copy of the licenses)
6)	Bidder must have at least 3 years' experience of providing Operation & Maintenance and AMC of similar work in reputed private/professional/training or educational institutes/PSUs/ Central/state government establishments with full satisfaction of the client ended as on tender date. (Please attach self-attested copy of work order / certificates from the previous or existing clients).
7)	The bidders must have an organized and established break down response/command structure, which can respond immediately as per requirements of the Institute (Please attach organizational structure on bidder's letterhead with specific name, designation, contact Nos. and their qualification).
8)	The bidder should have at least Three (3) clients, out of which minimum One (1) should be from Central Government/State Government/Public Sector organizations /Autonomous Bodies/ Statutory Bodies/ Public Listed Company (Please attach work order/agreement copy) for providing similar service. Kindly also provide name and contact details of the concerned officials of each client.
9)	The bidder must have served in at least one (01) similar organization (Government Departments / Universities / Autonomous Institute / Statutory bodies / PSUs / Public Listed Company) for similar business/services during immediately preceding 03 calendar years ended as on March 31, 2020 (Please attach copy of work order/completion certificate in support of the bidder's submission).

10)	Bidder must have strength of at least 20 technical staff in its Delhi/NCR branches. (Please attach self-attested self- attested PF statement for the month of January 2022 downloaded from the EPFO website showing deposit of PF for full month in the respective accounts of the personnel).
11)	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).
12)	Bidder must have average turnover of Rs.30 Lac (Rupees Thirty Lakhs only) in last three years (F.Y. 2018-19, 2019-20 and 2020-21). (Please submit the certified audit report of the relevant financial year with technical bid).
13)	Bidder must have sufficient Technical & supervisory staff proficient in managing the tender service (Please enclose undertaking on bidder's business letterhead signed by the authorized signatory).
14)	Bidder should have office establishment in Delhi (NCR) (Please attach supporting document).
15)	Submission of Tender Fee
16)	Submission of EMD or valid NSIC / MSME certificate/document
17)	PAN (Please attach self-attested photocopy of the documentary proof to be submitted)
18)	GSTIN Code (Please enclose self-attested photocopy)
19)	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).
20)	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.

21. **Scope of Work:** Vendor (*i.e.* bidder selected) is required to do the following:

- i. Vendor will provide **24 Hours x 7 days** operation and running maintenance, check-up, repairing, maintenance, overhauling of all Electrical machines and equipment installed at ICSI HQ Lodi Road and ICSI Noida both (C-36 & C-37) buildings.
- ii. Vendor has to attend all types of routine/preventive maintenance work such as checking /cleaning, tightening of all electrical accessories and switch gears, DBs/Isolators, LT breakers, LT panels, DG sets, Distribution panel, Distribution boards, switch boards meter rooms and cleaning the same at regular intervals. Vendor will also do liaisoning with the AMC agencies of respective equipment covered under AMC by the Institute.
- iii. Preventive maintenance service would be carried out by vendor regularly (24x7) to keep the equipment running in a trouble free condition during the period of contract. All the faults will be attended at site. Preventive maintenance shall be done preferably on Saturday/Sunday with advance intimation to the authorised official.
- iv. Vendor will deploy requisite number of skilled/semiskilled persons for operating the equipment. The operators are to be competent and have experience in handling Air-conditioning Plants, DG Sets, LT Panels and other equipment accordingly.
- v. Vendor will be liable for cleaning, greasing & thorough maintenance for all equipment except those which are covered under AMC by the Institute.
- vi. Vendor will maintain a logbook for keeping record of each of every machines /parts / routine checkup for record purpose duly counter signed by ICSI authorized official.
- vii. The scope of work for deputed personnel by vendor at ICSI sites but not limited to:
 - a. Maintenance and proper functioning of Low Tension Panels.
 - b. Special attention to Server Room & UPS Room cooling system and their checking for proper temperature maintenance round the clock.
 - c. Operation of DG Sets and checking of oil, water and diesel in DG Sets on daily basis and smooth operation.
 - d. Checking all AC Machines /water coolers etc. and all voltage stabilizers attached thereto and maintenance thereof on daily basis.
 - e. Maintenance of electrical light fittings and fixtures, fans including wiring connections, switches, points etc and general electrical system as a whole.
 - f. Maintenance of appropriate wiring and details of points and usage with fuse system against each strategic point.
 - g. Checking firefighting alarm system and reporting periodically
 - h. Agency will carry out preventive maintenance and operation of complete internal electrical installation.
 - i. The Electricians would take up all incidental repairing jobs as may be required from time to time.
 - j. Attending all faults whatsoever in the electrical system including all fixtures
 - k. The electricians should maintain log books for recording details in respect of various maintenance activities.
 - l. Cleaning of electrical appliance and accessories including light and fan blades on weekly basis.
 - m. Log book with daily status in all above activities be maintained and submitted to Dte. of Admin

- n. Operation of air conditioned plant and maintenance of air conditioner electrical panel.
- viii. Electrician deputed at the site should wear uniform provided by your organization with identity card and safety equipment.
- ix. The vendor's deputed personnel should weekly visit the ICSI HQ and ICSI Noida both offices and monitor/supervise over the working of the electricians.
- x. The vendor shall allow inspections and checking of raw-materials and at all stages cleaning and maintenance of uniforms and all other things by persons authorized by the Institute.
- xi. The Vendor shall comply with all instructions, verbal or in writing, given to him by the authorized official of the Institute from time to time. The Vendor will take all proper actions immediately after getting communications from the Institute.
- xii. Electrician deployed shall have to work as per rules of ICSI and all safety measure should be maintained by vendor. Vendor should take utmost care of the property.
- xiii. Complete tool kit and record books should be provided by the vendor to the electricians deputed at the site.
- xiv. Details of equipment installed in the ICSI HQ and ICSI Noida both Buildings is placed as **Annexure I**.
- xv. The deputed personnel have to attend duties in neat uniform for which the cost will be borne by the agency. Identity badges (Showing the name of the personnel) shall have to be provided by the agency which should be displayed on uniform of all the deputed personnel while on duty.
- xvi. The deputed personnel will also ensure that all the electrical equipment/ instruments/ light / Fans must be switched off as the time of closure of the office.
- xvii. Any untoward incident has to be reported immediately to authorized official of the ICSI after happening of such incident.
- xviii. Day-to-day log book on shift basis has to be maintained and to be submitted on daily basis to the authorized official of the ICSI.
- xix. Weekly duty roster has to be submitted to the authorized official of ICSI in advance and any suggestion/change by ICSI in duty roster to be incorporated immediately.
- xx. Payment to personnel deployed at ICSI has to be made in time irrespective of payment of its invoice by ICSI. The vendor will ensure payment of wages to the staff deployed by it at the Institute's premises by seventh day of every month, irrespective of the fact whether the payment of its bill submitted to ICSI has been released by the Institute or not by that date. If seventh day of a particular month happens to be a holiday, the vendor may be required to make payment of wages to its staff on a working day prior to the seventh day of such month.
- xxi. The vendor will provide the Operation & Maintenance services round the clock in three shifts running from 6:00 am to 2:00 pm; 2:00 pm to 10:00 pm; 10:00 pm to 6:00 am. The O & M services will work invariably between the shifts.
- xxii. The vendor will monitor CCTV feed and ensure continuous operation of CCTV installed at ICSI site. The vendor also will report any untoward and abnormal situation to ICSI authorized official. It will also report about any malfunctioning of the CCTV camera/instrument. If required, the vendor has to liaison with the CCTV AMC service provider under instruction of the ICSI authorized official.

- xxiii. The vendor will provide all safety appliances i.e. gloves/gears/gadgets, tool kit etc. to the deputed personnel as per their requirement on duty while attending to fault rectification or routine maintenance or to take up preventive maintenance as and when required and follow all safety rules regulations and all statutory provisions. The cost for such aforesaid arrangement shall be borne by the vendor. No extra payment will be made for the same.. Vendor must ensure that the every deputed personnel is covered by adequate insurance coverage to address any contingencies. The contractor shall be liable for accident, injury, losses due to any accident or negligence of their 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 work contract.
- xxiv. The deputed personnel should not leave the duty unless and until the reliever comes for shift duties. The vendor has to arrange reliever as per duty roster. No personnel will be allowed to perform duty more than 12 hours at a stretch in any circumstances. By dint of this condition, no duty should remain vacant. The vendor has to arrange suitable replacement and on failing to do so will be treated as breach of contract.
- xxv. The deputed personnel will properly maintain the in- time and out- time register.
- xxvi. The personnel will maintain all the statutory registers, log books, duty roster which will be maintained at the main gate and other points suitably. On demand such records have to be produced before the officials of ICSI.
- xxvii. The deputed personnel must not give lenient or casual impressions on duty and they should be alert and attentive.
- xxviii. The vendor has to pay salary to deployed persons by 07th of the next month through NEFT or in the form of cheque /bank transfer.
- xxix. The vendor shall organize surprise visits (during day and night) to check the availability and alertness of the deployed personnel.
- xxx. The vendor shall submit a monthly report of compliance and happenings in the premises under the supervision.
- xxxi. The deputed personnel should be properly trained and should be capable in performing his duty. The performance, if not found satisfactory, the concerned personnel shall be replaced by the vendor, within a period of one day.
- xxxii. Conduct periodic training to the deployed personnel on its own.
- xxxiii. The vendor has to follow all the statutory provision as prescribed under all statutory laws applicable to this contract and monthly compliance report will be submitted to ICSI.
- xxxiv. For any misconduct, mischief, criminal act etc., the deputed personnel and the vendor shall be dealt under the prevailing law of India.
- xxxv. During the contract period, any AC under AMC may be removed from the contract as per the requirement of the Institute and the same will be informed to the vendor through a formal communication. In such cases, the amount against the removed AC from AMC will NOT be invoiced by the firm from the date of the Institute's communication. Similarly any additional hardware may be added under AMC during the contract period at the AMC contract rate of the respective AC. In case the rate for the respective AC is not available in the contract, AMC for the same may be awarded at a mutually agreed rate. The invoice for such AC under AMC will be invoiced by the firm from the date of acceptance of the Work Order for the same.

22. Bid Evaluation:

(i) Technical bids Evaluation Criteria:

- a. The Bidder should fulfill the eligibility criteria for bidding as mentioned in the document. The Bidder who does not qualify these criteria may not be evaluated further and rejected at this point itself.
- b. Evaluation of bidder's infrastructure, manpower, financial strength, expertise and experience in the relevant fields will be done through the information / documents provided as a part of the technical bids.
- c. Evaluation of work experience in the relevant fields will be done through the information/ documentary proofs such as client's certificate provided by the bidder as a part of the technical bids.

(ii) Financial -Bid Evaluation

- a. The Institute shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers, including those received late or incomplete offers without assigning any reason whatsoever. ICSI reserves the right to make any changes in the terms and conditions of the work. ICSI will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.
- b. Any bidder who puts any condition in the financial bid will be disqualified from the bidding process without any further reference to the bidder. Financial bid submitted in unsealed cover along with technical bid in violation of bid submission process will also attract disqualification of the bidder from the bidding process. Indication of price anywhere in the technical bid also will disqualify the bidder. In both the above mentioned non-compliances by the bidders the EMD amount will be forfeited.
- c. The Institute also reserves the right to revise, reduce or increase the scope of work mentioned in this tender without assigning any reason at its sole discretion and the decision of the Institute will be final and binding on all concerned.
- d. Institute also may include more qty. for the existing items as described in the scope of work or brought in new items in the scope of work if needed in future. The vendor(s) will be paid pro-rata based on the qty., rate and duration of contract for such new qty. for the existing items. For new items brought under the scope of contract, Institute will pay as per mutual agreed rate but at same terms and condition.
- e. Bidders are welcome to visit ICSI office to inspect the site condition, systems and process flow before submitting their bid. The vendor has to submit a report/certificate before the contract is taken up by them certifying that all systems are found in proper working condition. The detailed list of the defective

equipment/items related to this contract has to be submitted separately.

23. All costs and expenses incurred by Bidders in any way associated with the development, preparation, and submission of bid / responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by ICSI to facilitate the evaluation process, and in all such activities related to the bid process, will be borne entirely and exclusively by the bidder.
24. Bid Validity: Price quoted must be valid for at least 180 days from the date of opening of bid. Institute may extend the validity of Bid in the concurrence of the Bidder for a further period of 60 days or more as per the requirement.
25. 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. The Institute also reserves its right at its sole discretion to cancel the whole tender process at any stage but before issuing the order without assigning any reason whatsoever without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the ICSI's action. The decision of the Institute will be final and binding on all concerned.
26. At any time prior to the last date for receipt of Bids, the ICSI, may, for any reason, whether at its own initiative or in response to a clarification requested by the Bidders, modify the Tender documents by issuing an addendum/corrigendum. Any such amendment issued along with the original Tender document will constitute Revised Tender Documents. The addendum/corrigendum will be uploaded on the ICSI website. The Bidders are requested to visit the website frequently to check for any of the decision of ICSI on the need for any modification shall be final and binding on all.
27. In order to afford prospective bidders reasonable time to take the Corrigendum into account in preparing their bids, ICSI may, at its discretion, extend the deadline for submission of bids.
28. Any Corrigendum, Clarifications etc. shall be binding on the Bidders and shall be given due consideration by them while they submit their bids.
29. The ICSI may at any time during the bidding process but before opening the technical/commercial bid request the Bidders to submit revised Technical / Commercial Bids and/or Supplementary Commercial Bids, in case of change in Scope of Work, without thereby incurring any liability to the affected Bidder or Bidders.
30. In case of any work for which there is no specification given in the Tender document but the same is essential for the job / work mentioned in Tender document, such work shall be carried out in accordance with the directions of the ICSI without any extra cost to the Institute.
31. This invitation for tender does not commit ICSI to award a contract. Further, no reimbursable cost may be incurred in anticipation of award.
32. No binding legal relationship will exist between any of the Bidders and ICSI until execution of a contractual agreement.

33. Bidder should have all necessary patents, license rights and other proprietary rights required in respect of any device, software, online platform or method used by it for completing the service executed through the Work Order. Bidder shall indemnify and hold ICSI harmless from and against any liability, penalty, cost or expense suffered or incurred as a result of Bidder failing to comply with this obligation.
34. The vendor will provide all safety appliances i.e. gloves/gears/gadgets, tool kit etc. to the deputed personnel as per their requirement on duty while attending to ICSI and follow all safety rules regulations and all statutory provisions. The cost for such aforesaid arrangement shall be borne by the vendor. No extra payment will be made for the same. Vendor must ensure that every deputed personnel is covered by adequate insurance coverage to address any contingencies. The vendor shall be liable for accident, injury, losses due to any accident or negligence of their 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 tender/work contract.
35. Considering corona pandemic, the vendor may have to take reasonable steps regarding maintaining social distancing, health and sanitization SOP/guideline issued by MOHFW by the Govt. or ICSI from time to time during tender process and thereafter while execution of the work awarded through this tender
36. **Bid Validity:** Price quoted must be valid for at least 180 days from the date of opening of bid. If required, ICSI may ask extension of bid validity as suitable from the bidders and in that case the bidder either may opt out of the bid or may extend the bid as required.

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 which may be extended for a further period of two years as per quoted rates, terms and conditions as mutually agreed upon.

The contract shall be subject to quarterly 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. Security Deposit / Performance Guarantee:

The successful bidder has to submit the performance guarantee/security deposit in form of a Bank Guarantee from any scheduled commercial bank to cover any loss or damage caused to or suffered by the Institute due to acts of commission and omission by the successful bidder or any failure on the part of the successful bidder in fulfillment of terms

and conditions of the contract and conditions contained in the contract. The value of the bank Guarantee 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.

3. 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 Service Provider 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 successful bidder having valid registration with NSIC/MSME on the date of submission of tender, are also required to submit requisite security deposit / performance guarantee.

4. 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).
5. 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.
6. 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.

7. 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.
8. The rate quoted by the firm 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.
9. **Payment Terms:** Payment will be made on monthly basis as per applicable minimum wages and statutory benefits thereof as notified by the appropriate government from time to time in respective locations. However, the service charge percentage payable to the vendor will remain fixed during entire contract period. The payment will be made at the end of each month for the preceding month. Institute will make payment within thirty days on submission of certified tax invoice subject to appropriateness of the invoice. Payments shall be subject to deductions of any amount for which the 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.

10. 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.

11. 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.

12. The successful bidder 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.
13. **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 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.
- b) **Penalty for Misconduct or Breach of Condition of Contract:** The vendor and the employees of the vendor shall be held responsible for guilty of fraud, mischief, misappropriation or any other type of misconduct or breach of condition on the part of vendor or his employee. The ICSI may impose for the aforesaid misconduct or breach of condition on the vendor a penalty of minimum Rs.1000/- (Rupees one thousand only) to twice to the maximum damages and loss incurred to ICSI, apart from the right to terminate the contract, blacklisting of vendor, forfeiture of security deposit / EMD and claim damages.

All such penalties shall be limited to 10% of the contract value and may be recovered from the payment dues or the security amount / Bank Guarantee / EMD of the bidder as felt appropriate by the ICSI. In case of repeated penalties on Service Provider, the ICSI shall have right to terminate the contract by giving one month notice and such decision of the ICSI shall be final.

14. 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.
15. Vendor will take care of all compliances such as electrical works shall be carried out in accordance with the provisions of Indian Electricity Act, 2003 and Indian Electricity Rules, 1956 amended up to date. List of Rules relevant to Electrical Installations have to be complied. All components in a wiring installation shall be of appropriate ratings of voltage, current and frequency, as required at the respective sections of the electrical installation in which they are used. All conductors, switches and accessories shall be of such size as to be capable of carrying the maximum current, which will normally flow through them, without their respective ratings being exceeded. All components shall conform to relevant Indian Standard Specifications, wherever existing. All the materials with ISI certification mark shall be used. These Indian Standards, including amendments or revisions thereof up to the date of tender acceptance, shall be applicable in the respective contracts.
16. 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.
17. 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.
18. The vendor will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. 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.

19. 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 .
20. 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.
21. The vendor shall maintain the documentary proof for the qualifications and experience of the manpower deployed by them. The bio-data, qualification and experience of the said manpower should be certified by the vendor. All such details have to be submitted by the vendor on demand by ICSI.
22. ICSI may require the vendor to dismiss or remove from the site of service, any person or persons, employed by the vendor, who may be incompetent or for his/ her/their misconduct and the vendor shall forthwith comply with such requirements. The vendor shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
23. All members of staff employed by vendor will be subject to security check by the Institute's Security staff while leaving the premises. The vendor will issue Photo Identity card to all its staff deployed at ICSI, which must be carried by all deputed staff while on duty at ICSI Premises. The cost of ID card/photographs etc. will be borne by the vendor. The Vendor has to provide uniforms including photo identity cards at its own cost to the personnel deployed at ICSI sites. These cards are to be constantly displayed and their loss to be reported immediately. The vendor would also ensure that all the deputed personnel wear appropriate uniforms and safety gear and adhere to the safety standards wherever applicable. All staff would be in a neat, clean and well-groomed appearance and should carry proper ID cards as provided by the vendor including proper name badges. In case of violations suitable penalties shall be applicable.
24. The transportation, food, medical and other statutory requirements in respect of each personnel of the vendor shall be the responsibility of the vendor.
25. The Vendor shall provide a substitute well in advance if there is any probability of any personnel deployed by the vendor leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute if any shall be the responsibility of the vendor.
26. On the expiry of the contract as mentioned above, the Vendor will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any

dispute on account of the termination of employment or non-employment by the personnel of the vendor, it shall be the entire responsibility of the Vendor to pay and settle the same. The vendor shall be directly responsible for any/all disputes arising between it (vendor) and its employees and keep the Institute indemnified against all losses, damages and claims arising thereof.

27. 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.
28. 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.
29. The vendor shall be required to keep ICSI updated about the change of address, change of the Management etc. from time to time.
30. 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.
31. That the vendor on its part and through its own resources shall ensure that the goods, materials and equipment etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If ICSI suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the vendor, then the vendor shall be liable to reimburse to ICSI for the same. This is subject to the limitation of contract.
32. Any discrepancy on schedule of quantities and scope of work shall be brought to notice of ICSI for decision, immediately.
33. Service Status Report: Vendor shall provide ICSI detail report based on Service schedule. In case of default on vendor's part, ICSI may employ and pay a third party to make good the defects and deduct the expenses from the dues payable to the vendor. The Service shall not be considered as completed until it has been certified by ICSI.
34. Quantities given in this tender document are tentative and can be changed or varied. ICSI also reserves the right to delete or increase any items of Services. No extra claims of whatsoever nature will be entertained on this account. The qty. mentioned in this document are for guidance of vendor and exact locations, clearance will be governed by site conditions. Any discrepancy/changes required shall be reported to ICSI.
35. 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.
36. 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.

37. Vendor shall obtain prior permission from the ICSI to work on holidays or after office hours/odd hours, if required.
38. All statutory compliance applicable (Central Govt. / State Govt. / any other) in regard to the service is to be ensured by the vendor. The vendor has to ensure at its own cost and risk that EPF, ESI, GSTN, Contract Labour License etc. and all other statutory licences and/or certificates related to this contract remains in force during entire period of the contract at ICSI. On failing to comply with this provision, it will attract the appropriate penalties and/or termination of the contract.
39. The vendor has to submit a monthly invoice in triplicate towards the Services rendered in the previous month to the ICSI. Payment shall be effected by Credit into the bank account of the Vendor through ECS/RTGS within 30 days from the date of receipt of the invoice with supporting documents, complete in all respect. The Vendor shall provide correct Bank account number and other details of the Bank to enable the ICSI to credit the payment directly into the account. ICSI shall pay the Vendor all due amount as per the invoice, that are not the subject bona fide dispute, within 10 days after receipt of a valid invoice that complies in all material respect in terms of this agreement; the payment shall be subject to any reduction such as penalty, statutory deductions etc.

III. 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.

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.
- d) 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.
- e) 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).
- f) 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.
- g) 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.
- h) 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 your workers/personnel engaged by you for the job. Nothing will be paid extra in this regard. If any amount is paid by us in this regard, the same amount will be deducted from your 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

i) 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.

- j) 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.

k) 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.

l) 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.

m) Precedence:

In the event of any ambiguity or doubt or dispute on the terms and conditions applicable the order of precedence for the purposes of resolving such ambiguity, doubt or dispute shall be:

- (1) This Contract
- (2) The Attachments (if any)
- (3) This tender

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 Bhuvananda Pradhan, Director, Admin (Tel. No.:011-45341013 Email id: Bhuvananda.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)

**THE INSTITUTE OF COMPANY SECRETARIES OF INDIA
ICSI HOUSE, C-36, SECTOR-62, NOIDA -201 309**

(Annexure I)

Details of the Electrical Equipment's installed at ICSI HQ Building at 22, Institutional Area Lodi Road New Delhi 110003 and ICSI Houses at C-36 & C-37, Sector 62, Noida 201 309.

A. ICSI HQ Building at 22, Institutional Area Lodi Road New Delhi:

I. Description of Centralize AC Plant (Voltas Make)		Qty.	
Microprocessor water chilling unit Model WCDS036DMN 33 ton - 2 Nos.		01 lot	
Chiller water pumps - 3 Nos.			
Condenser water pumps - 3 Nos.			
AHU - 4 Nos.			
FCU - 2 Nos.			
Cassette FCU - 17 Nos.			
CTS (cooling tower and fan motor)- 1 No.			
LT Panel and operation system including MCCBs - 1 No.			
II. Details of other Plant(s)		Qty.	
320 KVA DG Set (Cummins make) 3 phase 415Volt		01 No.	
Firefighting system (including Fire Alarm & Fire Hydrant System, Fire detectors, Hooter, Sprinkler, Fire Pumps, Diesel Pump and all the appliances and system)		01 lot	
III. Description of separate Split Air Conditioners & water coolers		Qty.	
	Make	(Nos.) [a]	
2.0 ton- Split	2 Nos. Voltas/ 1 No. Daikin	03	
1.5 ton- Split	Voltas	01	
0.8 ton-Split	Daikin	01	
2.0 ton- Cassette type	Voltas	10	
40/20 Litres Water Coolers	USHA INTERNATION LTD	03	
IV. Details of other electrical items	Make	Rating	Qty.
LT Electrical panels (Distribution panel, capacitor panel, change over panel, AMF panel, etc.) -07 nos.	-	3 phase, 415 Volt	01 lot
Water tank filling motors pumps -02 nos.	Crompton	2 HP	

Water lifting and submersible pumps and starters -02 nos.	Crompton & KSB	2 HP	
Wall fans / pedestal fans - 36 nos.	Havells, & Crompton	60 watt	
Exhaust fans-05 nos.	Havells, & Crompton	-	
Room heaters/hot air blower -31 nos.	Bajaj	-	
Geysers -04 nos.	v guard, Havells & Crompton	10 litres, 1 litre, 5 litres	
Hot cases -04 nos.	-	-	

B. Details of equipment installed in the premises of ICSI C-36, Sector 62, Noida.

I. Details of other equipment	Make	Rating	Qty. (nos.)
250 KVA DG Set	Cummins	3 phase	01
380 KVA DG Set	Greaves Power	415Volt	01
180 KVADG Set	Greaves Power		01
Fire-fighting system (including Fire Alarm & Fire Hydrant System, Fire detectors, Hooter, Sprinkler, Fire Pumps, Diesel Pump and all the appliances and system)	01 Lot		

II. Item Description of separate Split Air Conditioners, Cassette unit & TFA units	Make	Qty. (nos.)
2.0 Ton Split	Toshiba	47
2.0 Ton Cassette Unit	Toshiba	24
TFA Units	10HP/ Toshiba	31

III. Details of other electrical Equipments / items	Make	Rating	Qty. (nos.)
LT Electrical panels (Distribution panel, capacitor panel, change over panel, AMF panel, etc.)	-	3 phase, 415 Volt	08
MCB panel	-	1 phase 220 Volt	16
Water tank filling motors pumps	Kirloskar	7.5 HP	02
Fire Motor for Hydrant & Sprinkler Pump	Kirloskar	60 HP	2
Water tank filling motors pumps	Havells	1.0 HP	01

Exhaust fans	-	-	01
Fire DG Engine	Kirloskar	62 KVA	01
Fire Pump Jockey	Kirloskar	7.5HP	02
Hotcase	-	-	07
Lifts at Front Side and Rear Side	Schindler	-	02
30 KVA UPS	Eaton		01
25 KVA servo Stabilizer	Servo Star	-	01
10 KVA UPS	APC	-	02
6 KVA UPS	Eaton	-	01
Transformer 1000 KVA	Kirloskar	-	01
HT Panel	Kirloskar Electric	-	01
Roof-Top Solar Power plant 25 KVA	Solis & Waaree	-	01
Geyser	Havells	20 litres	01

C. Details of equipment installed in the premises of ICSI at C-37, Sector 62, Noida.

I. Details of other equipment	Make	Rating	Qty. (nos.)
380 KVA DG Set	Cummins	3 phase 415Volt	01
62 KVA DG Set	Kirloskar	3 phase 415Volt	01
250 KVA Servo Stabilizer	Cosmostat	3 Phase 415	01
Firefighting system (including Fire Alarm & Fire Hydrant System, Fire detectors, Hooter, Sprinkler, Fire Pumps, Diesel Pump and all the appliances and system)	01 Lot		

II. Item Description of separate Split, window Air Conditioners & water coolers	Make	Qty. (nos.)	
2.0 Ton Split	4 Nos Voltas/ 1 Daikin	5	
1.5 Ton Split	4 Nos Voltas/ 6 Hitachi	10	
1.5Ton Split	Toshiba	13	
4.0 ton Cassette	Toshiba	10	
1.5 Ton Window	03 Voltas	03	
4.0 Ton Split	1 Nos Toshiba	01	
40/ ltrs Water Cooler	1 Nos Voltas	1	
III. Details of other electrical items	Make	Rating	Qty. (nos.)
LT Electrical panels (Distribution panel, capacitor panel, change over panel, AMF panel)	-	3 phase, 415 Volt	07
MCB panel	-	1phase 220 Volt	21
Water tank filling motors pumps starters	Kirloskar	7.5 HP 3 Phase	02
Fire Pump Jockey	Kirloskar	7.5HP	02
Fire DG Engine	Kirloskar	62 KVA	01
Fire Motor Pump Hydrant /Sprinkler	Kirloskar	60 HP	02
Wall fans / pedestal fans / Ceiling Fan	Crompton /Bajaj/polar mistral	60 watt	55
Exhaust fans	Khaitan/ Havells /Voltas/Crompton	-	18
Room heaters/hot air blower	-	-	15
Geysers	Crompton	15 litres	01
Hot cases	-	-	2
Drainage Pump	-	3 Phase 2 HP	4
Paper Shredder Machine		3 Phase	1
Paper Waste Incinerator	-	3 Phase	1
Lift	OTIS		1

Daily Preventive Checklist

Asset/Equipment	Activity
<p align="center">Generators</p>	Morning shift
	<p>“A” Check (lubricate oil, battery voltages, connections, Coolant level fuel tank and etc.) logbook maintain Drain water and sediments accumulated at the bottom of fuel tank before starting the engine.</p>
	Evening Shift
	Visual check parameter of DG set
	Night shift
	<p>Visual check parameter of DG set Fill the fuel tank and coolant tank</p>
<p align="center">Panel/Control panel/DB/Socket</p>	Morning shift
	<p>Visual check of cable for any sign of overheating, chattering, burning smell etc. recode the relay & meters reading in logbooks.</p>
	Evening Shift
	<p>Visual check of cable for any sign of overheating, chattering, burning smell etc. recode the relay & meters reading in logbooks. Check the PF panel.</p>
	Night shift
	<p>Repair & Replace the faulty items, cable and wires Visual check of cable for any sign of overheating, chattering, burning smell etc. recode the relay & meters reading in logbooks.</p>
<p align="center">Window AC/ Split AC/ Centralized AC plant/ VRV AC plants</p>	Morning shift
	<p>Before Start/Operation of all type AC Units Check the all parameters (voltmeter, Ampere meter etc.) and pipe lines.</p>
	Take room temp. reading
	Check fault status at remote and display
	Ensure recycling operation of A/Cs.
	<p>Check of temperature sensor unit for cut off and ON</p>
	Check the relay systems
	Take room temp. machine display reading
	Check for cleanliness and any abnormal sound
	Check of temperature sensor unit for cut off and ON
	Check A/C grills, clean it if dirty
	Night shift
<p>Check the visual connection of wire and cable, Repair and replace faulty cable ,wire ,thimbles and connectors etc.</p>	
	Morning shift

Wall fan/Exhaust Fan/ Lights	Check the on/Off status of all lights, if any found in non-working condition; get it illuminate by replacing/repair the light.
	Visual check for unusual noise & vibrations Visual check for any damage.
	Evening Shift
	Visual check for unusual noise & vibrations
	Night shift
	Check for any damage for cable, & loose connection, connectors etc. and repair it.
Fire Diesel Engine & Fire pump	Morning shift
	Check the all parameters (pressure indication meters, test valves), check the all valves.
	Check the auto start panel display, coolant level, battery voltage and electrical connections. Check the soft water supply source.
	Evening Shift
	Check the all parameters (pressure indication meters, test walls), check leakage.
	Night shift
	Check the all parameters (pressure indication meters ,test walls), check leakage
	Fuel system, Drain water and sediments accumulated at the bottom of the fuel tank. Air intake, Remove the dust from the evacuator valve
Fire alarm Panels / fire hydrants & Fire Extinguishers	Morning shift
	Visual examination of the battery condition and its electrical connections feeding the system, rectify the same if found faulty
	Check the all alarm panels, smoke detectors and Fire Extinguishers pressure gage meter.
	Check for physical condition of hose reel/ hose pipes, nozzle, connectors etc.
	Evening Shift
	Visual examination of the battery condition and its electrical connections feeding the system, rectify the same if found faulty
	Check the all alarm panels, smoke detectors and Fire Extinguishers pressure gage meter.
	Night shift
	Visual examination of the battery condition and its electrical connections feeding the system, rectify the same if found faulty
	Check the all alarm panels, smoke detectors and Fire Extinguishers pressure gage meter.
	Check for physical condition of hose reel/ hose pipes, nozzle, connectors etc.

2.2 (b) Equipment/System wise Preventive Checklist

Asset/Equipment	Frequency	Activity
Generators	15 days or Monthly	Check engine oil level, top up if necessary
		Drain water and sediments accumulated at the bottom of fuel tank before starting the engine
		Remove dust accumulated in the dry type in filter bowl, through valuator valve.
		In very dusty condition, clean the bowl of dry type air cleaner and if necessary change the element
		Check 'V' belt tension and adjust if required
		Check electrolyte level in battery. Check the cable connection at starter, battery, dynamo/alternator and control panel.
Panel/Control panel/DB/Socket	Monthly	Check of cable & wire for any sign of overheating and repair it
		Clean the contacts of contactors
Window AC/ Split AC/ Centralized AC plant/ VRV AC plants	3 days /Weekly	Darin out the cooling tower water and clean the filters and fill the fresh water.
	15 days /Monthly	Clean the all AC filters Check for any abnormal sound. Check the working condition of temperature sensor unit for cut off and ON.
		Check and clean the drains
		Clean / Wash the cooling coil if required
		Outdoor unit maintenance.
		Check 'V' belt tension and adjust or replace if required
Fire Diesel Engine & Fire pump	Weekly	Battery connection, voltage, Lube system Check engine oil level by opening Dipstick it should be done initially & 15 min. after shut down, top up req. Fill the fuel.
		Clean the air filters, check coolant level at radiator fill up if required. Check belt tension and adjust if required
Fire alarm Panels / fire hydrants & Fire Extinguishers	Monthly	MCP & hooters testing for correct position
		Check the battery terminal, voltage. Clean the all smoke detectors Clean the panel with soft brush Tightening the connections if required.

Lights	Half yearly	Clean the all lights glass, and tightening the connections if required.
Earthing	Monthly	Visual check of earthing connection. Tightening the connections if required.
	Half yearly	Check the earth resistance and submit the report

2.2 (c) Breakdown Maintenance:-

Equipment	Key Activity.
Panel/ Control Panels	<ol style="list-style-type: none"> 1. Minor rectifications I.e. correcting loose connections if any 2. Replacement of faulty MCB/MCCB in the DB 3. Replacement of contactors, fuses, relays etc.
FIRE ALARM & DETECTION SYSTEM	Checking of faulty detectors and rectify if possible.
Lighting	<ol style="list-style-type: none"> 1. Minor rectifications I.e. correcting loose connections if any 2. Replacement of faulty choke/ tube/ fixture etc.
Circuit breakers	<ol style="list-style-type: none"> 1. Minor rectifications I.e. correcting loose connections if any 2. Replacement of faulty ACBs & other breakers used in panels.
Window AC/ Split AC/ Centralized AC plant/ VRV AC plants	<ol style="list-style-type: none"> 1. Minor rectifications I.e. correcting loose connections if any 2. Replacement of fuse/ capacitor, control card, contactor etc
Generators	<ol style="list-style-type: none"> 1. Minor rectifications I.e. correcting loose connections if any

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

Tender No. ICSI/Admin/OMC(EE)/2022/59

August 8, 2022

SUB: Tender for Routine Operation, Routine Maintenance/check-up of Electrical Equipment's installed at ICSI HQ Building at 22, Institutional Area Lodi Road New Delhi 110003 and ICSI Houses at C-36 & C-37, Sector 62, Noida 201 309.

PART 'B' (TECHNICAL BID)

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)
(Enclose self-attested copy of document)
 - (c) Name of CEO/Directors /Partners _____
- 2. Postal Address _____
- 3. Telephone No. / Mobile No. for communication _____
- 4. (a) E-mail-id (mandatory) _____
(b)Website address (if available) _____
- 5. Bank Draft No, date, Bank name and amount (if applicable)/MSME or NSIC Regn. No.
 - (a) Tender Fees _____
 - (b) EMD _____
 - (c) MSME/NSIC Regn. No. (if applicable) & its valid period _____
(Enclose self-attested certificate photocopy)
- 6. Name of the Banker, Branch Name, A/c No. and IFS Code
(for e-payment purpose) _____
- 7. PAN (Enclose self-attested photocopy) _____
- 8. GSTIN Code (Enclose self-attested photocopy) _____
- 9. Trade License/Business License/CIN (if applicable) _____
(Enclose self-attested photocopy)
- 10. 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_____

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.**

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

Tender No. ICSI/Admin/OMC(EE)/2022/59

August 8, 2022

SUB: Tender for Routine Operation, Routine Maintenance/check-up of Electrical Equipment's installed at ICSI HQ Building at 22, Institutional Area Lodi Road New Delhi 110003 and ICSI Houses at C-36 & C-37, Sector 62, Noida 201 309.

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 / Copy of Registration Certificate (s)		
2)	Bidder must have Registration under Employee Provident Fund and Miscellaneous Provisions Act, 1952. (Please attach self-attested photo copy of the certificate)		
3)	Bidder must have Registration under Employees State Insurance Act., 1984. (Please enclose self-attested photo copy of the certificate)		
4)	Bidders must have Registration under the contract labour (Regulation & Abolition) Act, 1970. (Please attach self-attested photo copy of the certificate)		
5)	Bidders must have 3 personnel in its roll who are in possession of Electrical Wireman/ Certificate of Competency Class-II, valid license under appropriate electrical act issued by the concerned licensing authority. (Please attach self-attested photo copy of the licenses)		
6)	Bidder must have at least 3 years' experience of providing Operation & Maintenance and AMC of similar work in reputed private/professional/training or educational institutes/PSUs/ Central/state government establishments with full satisfaction of the client ended as on tender date. (Please attach self-attested copy of work order / certificates from the previous or existing clients).		

7)	The bidders must have an organized and established break down response/command structure, which can respond immediately as per requirements of the Institute (Please attach organizational structure on bidder's letterhead with specific name, designation, contact Nos. and their qualification).		
8)	The bidder should have at least Three (3) clients, out of which minimum One (1) should be from Central Government/State Government/Public Sector organizations /Autonomous Bodies/ Statutory Bodies/ Public Listed Company (Please attach work order/agreement copy) for providing similar service. Kindly also provide name and contact details of the concerned officials of each client.		
9)	The bidder must have served in at least one (01) similar organization (Government Departments / Universities / Autonomous Institute / Statutory bodies / PSUs / Public Listed Company) for similar business/services during immediately preceding 03 calendar years ended as on March 31, 2020 (Please attach copy of work order/completion certificate in support of the bidder's submission).		
10)	Bidder must have strength of at least 20 technical staff in its Delhi/NCR branches. (Please attach self-attested self- attested PF statement for the month of January 2022 downloaded from the EPFO website showing deposit of PF for full month in the respective accounts of the personnel).		
11)	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).		
12)	Bidder must have average turnover of Rs.30 Lac (Rupees Thirty Lakhs only) in last three years (F.Y. 2018-19, 2019-20 and 2020-21). (Please submit the certified audit report of the relevant financial year with technical bid).		
13)	Bidder must have sufficient Technical & supervisory staff proficient in managing the tender service (Please enclose undertaking on bidder's business letterhead signed by the authorized signatory).		
14)	Bidder should have office establishment in Delhi (NCR) (Please attach supporting document).		
15)	Submission of Tender Fee		

16)	Submission of EMD or valid NSIC / MSME certificate/document		
17)	PAN (Please attach self-attested photocopy of the documentary proof to be submitted)		
18)	GSTIN Code (Please enclose self-attested photocopy)		
19)	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).		
20)	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**

(Annexure C)

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

Tender No. ICSI/Admin/OMC(EE)/2022/59

August 8, 2022

SUB: Tender for Routine Operation, Routine Maintenance/check-up of Electrical Equipment's installed at ICSI HQ Building at 22, Institutional Area Lodi Road New Delhi 110003 and ICSI Houses at C-36 & C-37, Sector 62, Noida 201 309.

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

To
The Secretary
Institute of Company Secretaries of India (ICSI)
ICSI House, C – 36, Sector 62, Noida- 201309

Sir,

This is with reference to the tender no. **Tender No. ICSI/Admin/OMC(EE)/2022/59** due on _____, 2022. We are interested to participate in the **Tender for Routine Operation, Routine Maintenance/check-up of Electrical Equipment's installed at ICSI HQ Building at 22, Institutional Area Lodi Road New Delhi 110003 and ICSI Houses at C-36 & C-37, Sector 62, Noida 201 309 dated August 8, 2022.**

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

(Signature of the Bidder)

Printed Name

Designation

Official seal/ stamp

Date:

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

Tender No. ICSI/Admin/OMC(EE)/2022/59

August 8, 2022

SUB: Tender for Routine Operation, Routine Maintenance/check-up of Electrical Equipment's installed at ICSI HQ Building at 22, Institutional Area Lodi Road New Delhi 110003 and ICSI Houses at C-36 & C-37, Sector 62, Noida 201 309.

PART 'C' (FINANCIAL BID)

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

TABLE 'A': Financial bid – Routine Operation, Routine Maintenance/check-up of Electrical Equipment's installed at ICSI HQ Building at 22, Institutional Area Lodi Road New Delhi 110003

		Particulars
S. No.	Components	Monthly charges/rates per Electrician cum Technician (in Rs.)
	SAC	
A.	Wages for 8 hrs. Duty (Basic)	
B.	P.F.	
C.	E.S.I.	
D.	Relieving Charges/Cost of weekly off	
E.	Bonus	
F.	Any other Charges please specify	
G.	Sub Total (A+B+C+D+E+F)	
H.	Service Charge @%(in percent)	
	Sub Total (G + H) (Cost per UNIT including Service Charge) for	
I.	8 hrs. duty except GST	
J.	GST	
K	Total Cost all-inclusive including GST (I + J)	

The bidder has to submit their financial bid based on the applicable minimum wages and statutory benefits thereof, as per latest notification on minimum wages by the appropriate government in respective locations. (Signature of the Bidder)

Printed Name Designation
 Official seal/stamp
 Date:

TABLE 'B': Financial bid Routine Operation, Routine Maintenance/check-up of Electrical Equipment's installed at ICSI Houses at C-36 & C-37, Sector 62, Noida- 201 309.

		Particulars
S. No.	Components	Monthly charges/rates per Electrician cum Technician (in Rs.)
	SAC	
A.	Wages for 8 hrs. Duty (Basic)	
B.	P.F.	
C.	E.S.I.	
D.	Relieving Charges/Cost of weekly off	
E.	Bonus	
F.	Any other Charges please specify	
G.	Sub Total (A+B+C+D+E+F)	
H.	Service Charge @.....%(in percent)	
	Sub Total (G + H) (Cost per UNIT including Service Charge) for	
I.	8 hrs. duty except GST	
J.	GST	
K	Total Cost all-inclusive including GST (I + J)	

The bidder has to submit their financial bid based on the applicable minimum wages and statutory benefits thereof, as per latest notification on minimum wages by the appropriate government in respective locations.

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

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 "RFP for Providing & Implementing of Bulk SMS Solution/Service" (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 forebear 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