

ICSI HOUSE, 22 INSTITUTIONAL AREA, LODI ROAD NEW DELHI

ICSI HOUSE, C-36, SECTOR - 62, NOIDA - 201309

Quotations for Rate Contract for Supply of PVC Fused Member's Identity card for Two Years

Ref: ICSI/PC-2023/RFQ-2780

March 08, 2024

Sealed Quotations are invited for Supply of PVC Fused Member's Identity card from resourceful suppliers/dealers preferably from Delhi/NCR region as per the details given in Annexure 'B'. The terms and conditions are as under:

1. The sealed quotations are to be submitted in prescribed format on business letter head of the bidder or in the enclosed bid format duly stamped, signed and dated on each page by the bidder. Details/supporting documents wherever applicable, if attached with the quotation must be duly authenticated by the bidder. No over-writings shall be accepted unless authenticated with full signature of the bidder.
2. The RFQ document can be downloaded from the website of the Institute (www.icsi.edu) for which bidder would be required to enclose a demand draft of **Rs.236/- (Rs.200 + 18% GST)** towards the cost of the RFQ document along with their quotes. The bidder can also make online payment of **Rs.236/- (Rs.200/- + 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 RFQ document with their quotation. The bidder who fails to submit the cost of the RFQ document along with their quotation, the quotation 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 RFQ document, the latest version of the RFQ document published by the ICSI through website notification [Institute's website: www.icsi.edu/tender will be treated as authentic and correct.
3. The bidders are required to deposit an earnest money of Rs. 2,000/- (Rupees Two Thousand only) along with the quotation by way of demand draft drawn in favour of The Institute of Company Secretaries of India, payable at New Delhi. The bidder can also make online payment using following online link: "<https://apps.icsi.edu/TenderApp/> and enclose the receipt of online payment generated by the system with the quotation. The quotation not accompanied with earnest money shall be rejected summarily. 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. The EMD of the unsuccessful bidders will be refunded without any interest/Bank commission/collection charges within thirty (30) days after award of the contract / work order to the successful bidder.

Note: The bidders having valid registration with NSIC/MSME may avail exemption from submission of Cost of RFQ & EMD, but must enclose valid NSIC / MSME certificate/document instead of cost of RFQ & EMD demand draft.

4. The EMD of the bidder shall be forfeited in the following circumstances: the bidder withdraws his bid;
 - (i) the bidder does not accept the Purchase / Work Order;
 - (ii) the bidder fails to supply goods / services as per the terms of the quotation and Purchase / Work Order.
 - (iii) 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.
5. The minimum eligibility criteria for participation in the RFQ is as follows:
 - a) The bidder must have a valid PAN and GST (self-attested copy of the PAN Card and GST Certificate is to be enclosed with the quotation)
 - b) The bidder must have experience in similar business during last 3 calendar years (similar business means supplying/reselling /retail distribution of different types of items).
 - c) The bidder must have annual Turnover of Rs 30.00 Lakh in each of the last three financial years ended as on 31/03/2023.
 - d) The bidder must not be a loss-making entity in each of the last three financial years ended as on 31/03/2023.

The sealed quotation duly super scribed, "**Quotations for Rate Contract for Supply of PVC Fused Member's Identity card RFQ-2780**" due on **March 20, 2024** should be addressed by name to the Secretary, the ICSI and sent at the Institute's address given below either by courier/registered post/speed post/or by dropping in the tender box placed at below address so that it reaches on or before **March 20, 2024** by 3:00 PM.

Address:

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

Quotations received after the stipulated date and time shall not be entertained. The Institute shall not be liable for any transit delays what so ever and quotations received after the stipulated time/date are liable to be rejected summarily without giving further notice to the bidder.

6. The quotations shall be opened on **March 20, 2024 by 3.10 P.M** in the Institute of Company Secretaries of India at ICSI House, C-36, SECTOR 62, NOIDA in the presence of those bidder(s) who wish to be present. No separate communication will be sent in this regard. In the event of due date being a close holiday or declared Holiday for Central Government offices, the due date for opening of the bids will be the following working day at the appointed date, time and venue.



7. Quotation submitted for the items should match to the specifications shown in the list mentioned in the enclosed format as Annexure B'. The bidder has to submit bid as per specification mentioned in the financial bid in strict conformation to the sample kept at Purchase Cell, C-36, Sector 62, Noida. If bidder wishes to inspect the sample before submission of the bid may please do so by contacting Purchase Cell of the Institute on any working day from 10 AM to 5 PM (except lunch hour) accordingly for inspection of the sample.
8. Correction and overwriting in the quotation should be avoided. Under the unavoidable circumstances any correction or/and over writing must be authenticated by putting bidder's seal and signature otherwise the quotation is liable to be rejected.
9. Delivery of the goods is to be made at NOIDA/DELHI. The vendor has to make his own arrangements to deliver the material. Prices quoted should be FOR Institute premises and should be inclusive of all charges viz i.e. labour and material component, taxes, forwarding, packing charges, octroi and all other taxes except GST which is to be shown separately in the quotation by the bidder.
10. Goods found defective / not in accordance with specifications will have to be replaced at vendor's own cost and risk. In case vendors fails to do the same within time frame provided by Institute, the Institute shall neither be liable to pay to the vendor for such defective/inferior quality material nor liable to store such material at its premises. The Institute reserves its rights to remove such defective /inferior material from its premises at vendor's cost and risk. Institute also reserves its rights to procure material from open market for which the differential cost shall be recovered from the bills or Security money of the vendor available with the Institute.
11. The successful bidder(s) would be required to make a Performance Security Deposit of 5% of the total value of the contract by way of crossed demand Draft drawn in favour of 'The Institute of Company Secretaries of India', payable at 'New Delhi' which will be refunded without interest after expiry of the contract. The performance security shall have to remain valid for the entire duration of the Contract plus three months beyond the completion of contract period. The successful bidder(s) shall not be entitled to any claim or receive any interest on the amount of performance security/guarantee. In case the selected bidder(s)/vendor(s) 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(s) / vendor(s) with the ICSI in the form of bank guarantee from a nationalized bank or through Demand Draft drawn in favour of the Institute of Company Secretaries of India, payable at New Delhi, issued by any scheduled commercial bank immediately within seven (07) days of issue of work order. If the successful bidder(s) fails to submit the performance security, the Institute may at its discretion cancel the work order or deduct the equivalent amount from the bill of the vendor(s) either against this contract or any other contract with the Institute, as the case may be.
12. All documents of this RFQ duly signed and stamped by the bidder on all the pages as a token of acceptance of the terms and conditions of the RFQ by the bidder.
13. For implementation of GST in ICSI, Firms which have not migrated to or registered with GST regime will not be able to participate in any tender of this Institute. Any offer received from the firms/bidder without GST registration details will be summarily rejected.
14. Bidder must have valid GST registration number and PAN. Bidder has to submit self-attested documentary evidence for GST registration number and PAN.
15. The bidder will quote the rates considering the prevailing taxes. As GST has been implemented the bidder will indicate the HSN Code of the material, GST rate and bidder's GST No in the bid.
16. The vendor(s) with whom the Rate Contract is entered, has to deliver goods within three weeks' time, from the date of placing order.
17. The bidder will quote the rates considering the prevailing taxes. TDS if applicable will be deducted from the bill of the contractor at the prevailing rate.
18. **Liquidated Damage:**
If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, ICSI, shall without prejudice to its other remedies, deduct as liquidated damage as follows:
 - a) ½ per cent of total value of contract, for each day of delay, in case of goods are delivered either in full or partly within 7 days after the due date;
 - b) 1 per cent of total value of contract subject to maximum 10%, for each day of delay, in case of goods are delivered either in full or partly beyond 7 days but up to 14 days after the due date;
 - c) Even after two (02) weeks of delay, if the vendor fails to deliver the goods and services, ICSI may reject or accept the goods and services at its sole discretion after imposing applicable penalty and decide accordingly on approval of the competent authority
19. Payment terms will be 30 days from the date of receipt of the bill in the Institute along with the receipt challan in original. The payment would be released through banking channels (RTGS /NEFT).
20. The contract shall be for a period of Two Years from the date of issue of Rate Contract Order. However, the ICSI at its sole discretion may terminate the Contract any time by giving one month notice. ICSI also reserves its right to extend the contract for suitable period as per mutually agreed rate, terms & conditions. The Vendor shall have no right to claim extension of contract.
21. The quantity mentioned in price bid is tentative. The ICSI reserves its right to revise the quantity mentioned in the price bid at its own discretion, without any guarantee of any minimum quantity of any item. However, price quoted by the vendors in the bid shall remain fixed during the Rate Contract period irrespective of the quantity ordered.
22. The Institute reserves the right to accept or reject any or all the tenders/quotations including the lowest tender(s) without assigning any reason at its sole discretion and the decision of the Institute will be final and binding on all concerned. The Institute also reserves its rights to cancel the whole tender process at any stage without assigning any reason whatsoever.
23. ICSI reserves to award the rate contract to multiple vendors based on the requirement.



24. GENERAL:

- (a) Modification/variation in Terms of Contract: The Institute 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) The Institute reserves the right to accept or reject any or all quotations including the lowest tender/s without assigning any reason at its sole discretion and the decision of the Institute will be final and binding on all concerned.
- (c) The Institute also reserves its right cancel or withdraw this RFQ either in part or in full at any stage without assigning any reason whatsoever.

(d) Termination

The ICSI without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving one week notice in writing in case Service Provider fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Service Provider or by its staff or agent.

Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall be continued by the Service Provider during the period of termination notice and the same must be satisfied before the agreement is terminated. The ICSI may also put in place any other agency for carrying out the remaining work and expenditure incurred on same shall be recovered from the Service Provider.

The Service Provider shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have been derived from the performance of this agreement in full, but which he did not derive in consequences of the full performance of this agreement not having been carried out, nor shall he have any claim for compensation / damage for the loss suffered by him by reason of termination of agreement by the ICSI. No claim for interest will be entertained by ICSI with respect to any moneys or balances, which may be in its hands owing to a dispute between itself and the Service Provider.

Recovery:

Whenever under the contract through this RFQ, any sum of money is recoverable by ICSI from the vendor or / and payable by the vendor to ICSI, the ICSI shall be entitled to recover such sum by appropriating in part or in whole from the security deposit of the vendor. In the event of the security deposit being insufficient or if no security has been taken from the vendor, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the vendor or which at any time thereafter may become due to the vendor under said or any other contract with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the vendor shall pay the ICSI on demand the remaining balance due along with penalty.

(e) 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 matter shall be referred to the sole arbitrator appointed by the mutual consent of both the parties. The decision / award of the Arbitrator shall be final and binding on the parties. Cost of Arbitration will be shared equally by 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.

(g) Right to Blacklist: ICSI reserves the right to blacklist a party / bidder for a suitable period in case such party / bidder

- fails to honour its bid without sufficient grounds or found guilty for breach of condition /s of the contract or guilty of fraud, mischief, misappropriation or any other type of misconduct on the part of party / bidder.
- Giving false, misleading or fake information/ document in the bid;
- Withdrawing the bid after opening of the financial bids;
- Refusal to accept Purchase/ Work Order at the quoted prices;
- Failure to supply goods of the ordered quantity/ quality/ specifications at the agreed rates within the time schedule;
- Adoption of any unethical or illegal practices;
- Any other justified reason.



(h) Indemnity Clause:

The Service Provider 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 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.

(i) Jurisdiction:

In respect of any dispute arising between ICSI and the vendor in any matter covered / touched under 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.

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.

The parties are not entitled to approach any court of law without resorting to arbitration process.

25. The bidder(s) has to submit the following documents along with their quotation:

- a) Duly filled in and signed bidder's details as per format enclosed in Annexure – C.
- b) Duly filled in and signed Declaration & Acceptance of Terms and Conditions, as per format enclosed in **Annexure – A**.
- c) Self-attested copy of the PAN Card and GST Certificate.
- d) Audited Balance Sheet and P&L account and/or IT Return of the bidder of immediately preceding three financial years ended as on 31st March, 2023.
- e) The DD or online receipt of Rs.236/- towards the cost of the RFQ document and DD or online receipt of Rs. 2,000/- towards the EMD or valid proof of **NSIC/MSME** registration document if the bidder claim exemption from submission of EMD and cost of RFQ.
- f) The full document of this RFQ duly signed and stamped by the bidder on all the pages as a token of acceptance of the terms and conditions of the RFQ by the bidder.
- g) Copy of the experience Certificate e.g. order copies, invoice, contract documents etc in similar business during last 3 calendar years (similar business means supplying /retail distribution) in support of the eligibility criteria.

For any details / clarifications, **Ms Neeta Sehgal, Deputy Director, Dte. of Purchase (0120-4082146) / Shri Saurabh Bansal, AD (Membership) (0120-4082135)** may be contacted.

(AK Srivastava)
Joint Secretary



ANNEXURE-A

DECLARATION&ACCEPTANCE OFTERMS ANDCONDITIONS

To,

The Secretary

The Institute of Company Secretaries of India
ICSI House, C-36,
Sector 62,
NOIDA- 201309

Sub: QUOTATION FOR RATE CONTRACT FOR SUPPLY OF PVC FUSED MEMBER'S IDENTITY CARD FOR TWO YEARS

This is with reference to your **Quotation no: ICSI/PC-2023/RFQ-2780** due on **March 20, 2024**. We are interested to participate in the **QUOTATION FOR RATE CONTRACT FOR SUPPLY OF PVC FUSED MEMBER'S IDENTITY CARD FOR TWO YEARS**. We declare that:

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

(Signature of the Bidder)
Printed Name Designation

Official seal/ stamp

Date:

Business Address:



Rates Quoted should be all inclusive rate except GST which should be shown separately

Please arrange to quote for the under listed items as per the quantity and specifications mentioned below.

S. No.	Item & Specifications	HSN Code	UOM	Qty	Rate in Rupees (Unit Rate) + GST %
1	(CARDS00001) PRINTING OF PVC FUSED CARDS FOR THE MEMBERS OF THE INSTITUTE.		Each	4000 Approximate for one year	

Sample of the card is required to be enclosed along with the quotation

TERMS & CONDITIONS

- **The Institute shall have rate contract for supply of above-mentioned material for Two Years and depending on the requirement. Purchase Order will be issued separately for each supply. Institute does not guarantee to order any minimum quantity in a particular year or in a single order. ICSI reserves its right to order any quantity of single order. Irrespective of the quantity of the order, the rate contract holder shall be obliged to supply the same without any deviation of the price.**
- **The above quantity is tentative for One year.**
- **Collection of input Data and supply of cards & output reports will be the responsibility of the vendor. The input Data & supply of the cards would be from Noida/ Lodi Road, New Delhi once a week or as mutually agreed terms.**
- **Payment will be released on receipt of bill for actual number of cards prepared from time to time.**

Delivery Period : within Ten days from the placing of order

Validity of Offer : Two years

Date:

Name and Signature of Bidder with Corporate Seal



QUOTATION FOR RATE CONTRACT FOR SUPPLY OF PVC FUSED MEMBER'S IDENTITY CARD FOR TWO YEARS

ICSI/PC-2023/RFQ-2780

March 08, 2024

Part – 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 _____
(Proprietorship/Partnership/LLP/Limited Co.)
(c) Name of Proprietor/Partners/CEO/Directors _____
2. Postal Address _____
3. Telephone No./ Mobile No. for communication _____
4. E-mail (mandatory) / Website address (if available) _____
5. Bank Draft No, date, Bank name and amount (if applicable)/MSME or NSIC Regn. No.
(a) Tender Fees _____
(b) EMD _____
(c) MSME/NSIC Regn. No. (if applicable) _____
(Enclose self-attested photocopy)
6. Name of the Banker, Branch Name, A/c No. and IFS Code
(for e-payment purpose) _____
7. PAN (Enclose self-attested photocopy) _____
8. GSTIN Code (Enclose self-attested photocopy) _____
9. Trade License/Business License/CIN (if applicable)
(Enclose self-attested photocopy) _____
10. 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. **ICSI/PC-2023/RFQ-2780**. Accordingly, I/ we accept the terms and conditions and hereby offer the rates for **"SUPPLY OF PVC FUSED MEMBER'S IDENTITY CARD** (name of the work or supply)" as per Price Quotation (Annexure -B).

Signature _____

Name of the bidder _____

Date _____

Official seal of bidder _____

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