



**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/Catering Services/2025-26/118**

**27<sup>th</sup> December, 2025**

**SUB: Tender for Providing Catering Services at ICSI Offices at ICSI House, 22, Institutional Area, Lodi Road, New Delhi-110003 and ICSI Houses C-36 & C-37, Sector-62, Noida-201309 (UP)**

| <b>Important Date &amp; Information</b>                          |   |
|--|---|
| Tender Publish Date  | <b>27<sup>th</sup> December, 2025</b>   |
| Tender Fee   | Rs. 1180/- (Rs.1000/- + Rs.180/- for 18% GST)<br>(Rupees One thousand One Hundred Eighty Only)  |
| Earnest Money Deposit (EMD)                                      | Rs.1,52,000/- (Rupees One Lakh Fifty Two Thousand only)   |
| Last date and time for sending Pre-Bid Queries through email (*) | All queries have to be sent at Email ID: <u>birender.kumar@icsi.edu</u> by <b>02:30 PM till 30<sup>th</sup> December, 2025</b>  |
| Replies of Pre-Bid queries                                       | If any, will be uploaded on the following website/portal on or after <b>4<sup>th</sup> January, 2026 by 02:30 PM</b> on website of the Institute ( <a href="http://www.icsi.edu">www.icsi.edu</a> ) and/or Central Public Procurement Portal (CPPP) ( <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> )   |
| Last Date and Time for Submission of Bids                        | on or before <b>19<sup>th</sup> January, 2026 by 02:30 PM</b>   |
| Address for submission of Bids                                   | The Institute of Company Secretaries of India,<br>ICSI House, C – 36,<br>(Ground Floor Reception: Tender Box of Dte. of Purchase)<br>Sector – 62, Noida – 201309.<br><b>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: <u>praveen.ojha@icsi.edu</u></b><br><b><u>Financial bid (soft copy) is not to be submitted by email till further notification.</u></b> |
| Bid Validity   | 180 days from the date of opening of Technical bids.  |
| Date, time & venue of opening of Technical Bids                  | <b>19<sup>th</sup> January, 2026 by 03:00 PM</b> or any other date and time as notified later on.<br>The Institute of Company Secretaries of India,<br>ICSI House, C – 36, Sector – 62, Noida – 201309 or any other location as notified later on.  |
| Date and time of opening of commercial bids                      | To be intimated at a later stage, only to technically qualified bidders.  |
| Contact details  | <b>Sanjeev Kumar Dogra, Joint Director,</b><br><b>(Tel. No. 011- 45341004)</b><br><b>All pre-bid queries have to be sent Email id: <u>sanjeev.dogra@icsi.edu</u></b>  |
| Institute Website  | <a href="http://www.icsi.edu">www.icsi.edu</a>  |

*Signature*

*Signature*

## **Disclaimer**

The information contained in this Tender Document or subsequently provided to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of Institute of Company Secretaries of India (hereinafter "Institute" / "ICSI") or by any of its employees or advisors, shall be subject to the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided. The purpose of this tender document is to provide the Bidder(s) with information to assist the formulation of their proposals. This Tender Document does not purport to contain all the information each bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for the ICSI, its employees or advisors to consider the investment objectives, financial situation and particular needs of each bidder who reads or uses this Tender document. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender document and where necessary obtain independent advice from appropriate sources. ICSI, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender document. ICSI may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender document.



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**Tender No.: ICSI/Admin/Catering Services/2025-26/118**

**27<sup>th</sup> December, 2025**

**SUB: Tender for Providing Catering Services at ICSI Offices at ICSI House, 22, Institutional Area, Lodi Road, New Delhi-110003 and ICSI Houses C-36 & C-37, Sector-62, Noida-201309 (UP)**

**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 “Service” means providing **Catering Services at ICSI Offices at ICSI House, 22, Institutional Area, Lodi Road, New Delhi-110003 and ICSI Houses C-36 & C-37, Sector-62, Noida-201309 (UP)**, which the bidder is required to provide to the ICSI under the Contract through this tender.
- iii) “Bidder” or “Tenderer” means the agency/firm that is engaged in the business of providing **Catering Services** on annual contract basis and applies in response to this notice inviting tender.
- iv) “Vendor” means the successful bidder who is engaged by ICSI to provide the service 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.
- viii) Catering Staff/other Staff means manpower deputed **for providing of Catering Service**.
- ix) The “Contract” means the contract entered into by ICSI with vendor(s) for **providing of Catering Services at premises of ICSI** which the vendor(s) is (are) required to provide to the ICSI under the contract through this tender.
- x) The words “Contract”, “Agreement”, “Order” to be read intra alia and the words have been used

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inter-changeably. Therefore, the words may be understood and interpreted correctly as may be best applicable. Work Order along with the Letter of Intent if any and tender documents and the agreement constitutes the contract.

Sealed tenders are invited from reputed service providers or authorized agencies for providing **Catering Services at ICSI Offices at ICSI House, 22, Institutional Area, Lodi Road, New Delhi-110003 and ICSI Houses C-36 & C-37, Sector-62, Noida-201309 (UP)** as per the details given in Part 'A', 'B' & 'C' of the Tender Document. The terms and conditions governing the instant Tender are as under:

## **PART 'A'**

### **1. Instruction to Bidders**

1. The tender document can be downloaded from **27<sup>th</sup> December, 2025 to 19<sup>th</sup> January, 2026 (till 02:00 PM)** from the website of the Institute ([www.icsi.edu](http://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.1180/- (Rs. 1000/- + Rs. 180/- 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.1180/- (Rs.1000/- + Rs.180/- for 18% GST)** by using following online link: "<https://apps.icsi.edu/TenderApp/>" and enclose the receipt of online payment generated by the system towards the cost of the tender document along with the bid. The bidder who fails to submit the cost of the tender document along with the bid, the bid shall not be considered for evaluation and no further communication shall be entertained in this regard. If any discrepancies found in the downloaded version of the tender, the latest version of the tender document published by the ICSI through website notification at Institute's website: [www.icsi.edu/tender](http://www.icsi.edu/tender) or Central Public Procurement Portal (CPPP): <https://eprocure.gov.in/epublish/app> will be treated as authentic and correct.

***Note: All bidders irrespective of their registration with NSIC/MSME have to submit the requisite fee towards the cost of Tender.***

### **Earnest Money Deposit (EMD)**

- i. Every bidder has to make a deposit of Earnest Money (EMD) of **Rs.1,52,000/- (Rupees One Lakh Fifty Two 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

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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.

***(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).***

**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.
2. The sealed tenders are to be submitted in prescribed format on the bidder's business letter head duly stamped, signed and dated on each page of Part 'A' & 'B' and 'C' as a token of the bidder's unconditional acceptance to the terms prescribed by the Institute. Details/supporting documents wherever applicable, if attached with the tender must be duly authenticated by the bidder. No over-writing shall be accepted unless authenticated with full signature of the bidder. ICSI shall reserve its discretion to decide on authenticity/ validity of the over-writing without prejudice to its any other right. **Each and every page of the Tender document has to be signed, stamped and submitted with the Tender by bidder.**
  3. **Bid Submission:** Each bidder shall submit the tender in three separate sealed envelopes,
    - (i) **EMD & Tender Fee is to be put in envelope No. 1 (please mark the envelope as "No.1 – EMD & Tender Fee),**

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(ii) Part 'A' & 'B' including Form I (Annexure A), Form II(a) & II(b) (Annexure B1 & B2), Form III (Annexure C), (Annexure E) and (Annexure F) along with all requisite documents is to be put in envelope No. 2 (please mark the envelope as "No. 2 – Technical Bid",

(iii) Part 'C' (Annexure D) only is to be put in Envelope No. 3 (Please mark the Envelope as "No.3 – Financial Bid").

(iv) All the sealed envelopes bearing No. 1, 2 and 3 are to be put in main envelop i.e. Envelope No. 4.

*(Note: The bidders having valid registration with NSIC/MSME may avail exemption from submission of EMD but must enclose valid NSIC / MSME certificate/document in envelope No. 1 instead of EMD demand draft. However, all bidders irrespective of their registration with NSIC/MSME have to submit the requisite fee towards the cost of Tender).*

4. The sealed tender envelope duly super scribed, "Tender for Providing Catering Services at ICSI Offices at ICSI House, 22, Institutional Area, Lodi Road, New Delhi-110003 and ICSI Houses C-36 & C-37, Sector-62, Noida-201309 (UP)" due on 19<sup>th</sup> January, 2026" should be addressed to Secretary, ICSI and be sent at the Institute's address given below either by registered post/speed post/courier or by dropping in the tender box placed at Ground floor of Institute's Noida office address as mentioned below & should reach on or before 2:30 PM on 19<sup>th</sup> January, 2026.

Address:

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

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

**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: Praveen.ojha@icsi.edu Financial bid (soft copy) is not to be submitted by email till further notification.**

5. The Technical Bid shall be opened on 19<sup>th</sup> January, 2026 at 03:00 PM or any other date and time as notified later on, in the Institute of Company Secretaries of India at ICSI House, C-36, Sector-62 Noida 201309 or any other place as notified later on, in the presence of those bidder(s), who wish to be present. Date & time of opening of bids will be informed through the e-mail id those who requests for the same and

also may be notified on the ICSI's website ([www.icsi.edu](http://www.icsi.edu)) and / or Central Public Procurement Portal (CPMP) (<https://eprocure.gov.in/epublish/app>) No separate communication will be sent in this regard through any other mode of communication. **In the event of due date being a closed holiday or declared Holiday for ICSI- HQ / Central Government offices, the due date and time for opening of the bids can be changed on the sole discretion of ICSI which may be notified only at the ICSI website (tender page).**

6. 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.
7. The Bidder should not be blacklisted by Central/ State Government Ministry/ Department/ PSU/ Statutory Body / Government Company. Bidder also should not be under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice with any Central/ State Government Ministry/Department/ PSU/ Statutory Body / Government Company in last 5 years.
8. 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.
9. 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.
10. ICSI shall have the right to assess the competencies and capabilities of the bidder by going through the credentials given in the Technical Bid and on the basis of such credentials, ICSI may reject the candidature of the bidder without assigning any reason. In such case(s) the Financial Bid shall not be opened for that particular bidder. The Financial Bid of only those bidders who qualify in the technical scrutiny shall be opened and time and date for opening the Financial Bid shall be communicated separately.
11. 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.
12. Incomplete bids shall be rejected out rightly. 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.

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13. 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.
14. 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.
15. 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.
16. Institute requires tentative service as mentioned in the Price Bid Format which may vary as per the actual scope of work. The vendor will be obliged to provide service for the actual quantity available at site. The payment to the vendor will be made for the varied quantity either by reducing or enhancing the price pro-rata based on the quoted price.

**17. Eligibility criteria for bidding**

|      |   |
|------|---|
| i.   | The bidder shall either be a company/LLP/ partnership firm registered under the Indian companies Act, 1956./ 2013 or Indian Partnership Act, 1932 or registered as LLP or a Proprietor having registration of trade license from the local authority specifically for operating food business as the case may be and must have their registered office or business office in Delhi/ NCR (self-attested copy of certificate of incorporation, MoA and Articles of Association or LLP registration certificate or partnership registration deed or trade license as the case may be.) |
| ii.  | Bidder must have Registration under Employee Provident Fund and Miscellaneous Provisions Act, 1952. (Please enclose self-attested photo copy of the certificate)  |
| iii. | Bidder must have Registration under Employees State Insurance Act., 1984. (Please enclose self-attested photo copy of the certificate)  |
| iv.  | Bidder must have Registration under FSSAI for food services. (Please enclose self-attested photo copy of the certificate)   |
| v.   | Bidder should have successfully executed or running minimum one similar Client Canteen services in Delhi/ NCR   |
| vi.  | Bidder having at least 3 years' experience in similar business in New Delhi or Noida.   |
| vii. | 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/Business House (Please attach work order/agreement copy) for providing similar service during immediately preceding 03 calendar years ended as on March 31, 2025. Kindly also provide name and contact details of the concerned officials of each client.  |

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| viii. | Average of the annual turnover of the bidder for each year of the last 3 years (FY 2022-23, 2023-24, 2024-25) must be not less than Rs.25 lakhs. Copies of the ITRs (with proof of acknowledgement by the IT Department) or IT Assessment Orders or Audited financial P&L statements and Balance Sheet are to be enclosed.  |
| ix.   | Submission of Tender Fee  |
| x.    | Submission of EMD or valid NSIC / MSME certificate/document   |
| xi.   | PAN (Please attach self-attested photocopy of the documentary proof to be submitted)  |
| xii.  | GSTIN Code (Enclose self-attested photocopy)  |
| xiii. | 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). |

18. **Bid Evaluation:** The technical bids will be evaluated based on the bid eligibility criteria and those who qualify in the technical evaluation process shall be declared as eligible bidder for financial bid. ICSI also reserves its right to evaluate bidders based on their past performance as certified by their clients which can be ascertained by ICSI by contacting their past/current clients.

**A. Technical bids Evaluation Criteria:**

Total marks for Technical Bid shall be evaluated /calculated by summing up the marks obtained for each Proficiency Criteria as stipulated below:

| S. No. | Proficiency Criteria  | Maximum Marks |
|--------|---|---------------|
| 1.     | Bidder should have successfully running minimum three similar Client Canteen services in Delhi/ NCR   | 5             |
| 2.     | Bidder having at least two existing client in the radius of 20 kms from any of the ICSI offices located at Lodi Road New Delhi or Noida   | 5             |
| 3.     | Bidder having at least 6 years' experience in similar business in New Delhi or Noida  | 5             |
| 4.     | Registration of bidders with PF, ESI  | 5             |
| 5.     | Registration of bidders with FSSAI  | 5             |
| 6.     | Evaluation of bidder's infrastructure, technical expertise and experience in the relevant fields will be done through the information / documents provided as a part of the technical and infrastructure bids or by visiting any of the bidder's client premises. | 5             |
| 7.     | Evaluation of work experience of two similar Canteen Services as per modalities to be adopted by ICSI   | 10            |
| 8.     | Clients (Canteen Services) site visit / interactions / feedback   | 10            |
|        | <b>Total Marks</b>  | <b>50</b>     |

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- (a) The technical bids of the Bidders will be evaluated in the line of the eligibility criteria and technical evaluation criteria as mentioned in the tender document.
  - (b) Institute shall make visit of the canteens operated by the bidder.
  - (c) Based on multiple parameters, the evaluation team will calculate the technical evaluation score for each bidder at the end of this phase.
  - (d) Minimum marks to declare a bid technically qualified and eligible for opening of commercial bid will be 50%.
  - (e) The Bidder who provided as required above will technically qualify subject to the submission of satisfactory report by ICSI's Inspection Committee after site inspection if required, otherwise not.
- B.** On evaluation of financial bids of the technically qualified bidders, the lowest bidder will be treated as successful bidder. Any bidder who puts any condition in the financial bid will be disqualified from the bidding process without any further reference to the bidder. Financial bid submitted in unsealed cover along with technical bid in violation of bid submission process will also attract disqualification of the bidder from the bidding process. Indication of price anywhere in the technical bid also will disqualify the bidder. In both the cases the EMD amount will be forfeited.

ICSI reserves the right to obtain feedback from the previous/present clients of the Caterer and also depute its team(s) to inspect the site(s) at present contract(s) for on-the-spot first-hand information regarding the quality of food and services provided by the Caterer. Decision of ICSI with regard to award of the contract will depend upon the feedback received by it from the previous/ and present clients and also from its team(s) deputed for the purpose. The decision of the Institute in this regard shall be final and binding on all bidders.

The Institute shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers, including those received late or incomplete offers without assigning any reason what so ever. 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.

The ICSI reserves the right to accept any bid and to annul the entire tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the ICSI's action.

Institute also may include more item/quantity. 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 quantity, rate and duration of contract for such new quantity 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.

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.

- 19. The vendor selected through this tender cannot participate in any other tender of ICSI during the entire tenure of the contract except in the tender(s) for Catering Services related services.**

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20. The successful bidder shall have to enter into an agreement with the Institute before taking charge of the Catering and commencement of the Catering work as per tentative format of the SLA as provided in Annexure E.

21. **Terms and Conditions of the contract:**

1. **Scope of Work:**

- i. Vendor will provide catering services to ICSI at following premises located at:

**ICSI House, 22, Institutional Area, Lodi Road New Delhi 110003**

**ICSI House, C-36 & C-37, Sector-62, Noida – 201309**

**Any other office of the ICSI in Delhi NCR**

- ii. The vendor will be required to provide Catering services to the premises/sites specified by the Institute without any extra charges. The period of contract shall be for three years subject to appraisal of performance of the vendor on yearly basis but if so required by the Authority/Department the contract period may be extended up-to a period of maximum two years.
- iii. The vendor will serve tea, coffee, cold drinks and snacks on day to day functioning and high tea, lunch/dinner etc. in various official meetings, programmes, seminars and functions organized by the Institute from time to time where the Institutes feels the caterer can provide the same at ICSI Offices in Delhi and Noida or any other location in Delhi NCR as may be communicated.
- iv. **Functions & Role:**
- i) Preparation of Hygienic Food in the Kitchen Area provided by the Institute.
  - ii) Proper washing and all procedures associated with washing of the Utensils.
  - iii) Timely distribution of hygienically tea/coffee/snacks and cooked food.
  - iv) The vendor shall be responsible for the supervision of their staff.
- v. **Monitoring:** Monitoring and evaluation of the quality of services being provided will be undertaken by the Institute as under-  
A committee will be constituted by the Secretary, ICSI for supervision of services on following aspects:
- a) Time schedule
  - b) Cleanliness of the premises
  - c) Taste of Food
  - d) any other aspect as deemed fit
- vi. Action as per terms and conditions will be initiated if there are deficiencies pointed out by the authorized persons or the committee in the matter.
- vii. Deficiencies if any, will be recorded in the register by the authorized person. The register will have to be made available to Directorate of Administration from time to time for appropriate action as deemed fit under the terms and conditions of the contract.
- viii. Police Verification of Staff which will be working at ICSI Offices to be submitted by the vendor to all ICSI offices where the vendor will provide its Services. Whenever there is change of any employee, User Directorate to be notified and Police verification of the

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changed employee to be submitted at the Office where the staff will work with a copy to the user Directorate.

22. **Duration of Contract:** The contract will be initially for a period of three years subject to yearly appraisal and review by ICSI and is likely to commence from the date of signing of the agreement which may be extended for a further period on yearly basis up to two years as per quoted rates, terms and conditions as mutually agreed upon.

In case the service performed are not found to be satisfactory, the contract shall be terminated by giving notice of one month by ICSI.

23. **Security Deposit /performance guarantee**

- a) The successful bidder has to submit the security deposit / performance guarantee in the form of an Account payee Demand Draft / Banker's Cheque/Bank Guarantee from nationalized bank (as per format enclosed at **Annexure - F**) of equivalent **amount of 5% of the contract value** on awarding the contract within 10 days of issue of order but before execution of the agreement, to cover any loss or damage caused to or suffered by the Institute due to acts of commission and omission by the successful bidder or any failure on the part of the successful bidder in fulfilment of terms and conditions of the bid or work order or contract.
- b) The Bank Guarantee shall have to remain valid for the entire duration of the Contract plus three months (i.e., 90 days) beyond the completion of contract period including warranty obligations. 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.
- c) Whenever under the agreement, any sum of money remains recoverable from or payable by the selected bidder, the ICSI shall have the right to recover sum by appropriating in part or whole of the Performance Security. In the event of the performance security being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the bidder under this or any other agreement with the selected bidder. If this sum is not sufficient to cover the full amount recoverable, the selected bidder shall pay the ICSI on demand the remaining amount.
- d) 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/Service Provider 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 / Service Provider with the ICSI in the form of bank guarantee from nationalized 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.
- e) 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.

24. **OBLIGATIONS OF THE VENDOR**

- i. The vendor shall be responsible for engaging adequate number of trained/semi-trained manpower required for providing good Catering services in ICSI. The manpower deployed at the work

place must be in sufficient number for the defined scope of work. The manpower should have adequate experience in cooking/serving/distribution of food. The ICSI requires the services for Providing good quality Tea/Snacks and Hi Tea, Lunch & Dinner in its various programmes such as Meetings, retirement etc.

- ii. The employees of the vendor should possess good health and should be free from any diseases, especially contagious and frequently recurring diseases. Vendor shall also ensure that all its personnel deployed shall be fully vaccinated as per guidelines and protocols of Covid-19 Pandemic. The vendor shall ensure that the personnel deployed ensure strict compliance of Covid-appropriate behavior viz. frequent washing of hands / sanitization, wearing of mask/face cover, observing social distancing at all times.
- iii. The vendor shall, prior to the commencement of the operation of contract, make available to ICSI the particulars of all the waiters who will be deployed at the Institute's premises for running the catering service. Such particulars, inter alia, should include age/date of birth, permanent address, police verification report and profile of the health status of the manpower deployed.
- iv. Any untoward incident must be reported immediately to authorized official of the ICSI after happening of such incident. For any misconduct, mischief, criminal act etc., the deployed staff and the vendor shall be dealt under the prevailing law of India.
- v. The vendor will get all its deputed staff, verified of their antecedents, through Police and a certificate to this effect be furnished by the vendor to ICSI before deployment of such vendor's staff. The vendor should also maintain proper record/documents of the same.
- vi. The vendor shall be responsible for timely payment of wages to its workers for smooth function of service.
- vii. The vendor shall ensure proper discipline among its workers and further ensure that they do not indulge in any unlawful activity.
- viii. Employment of child labour is strictly prohibited under the law. The vendor shall not employ any child labour.
- ix. The vendor must keep the workers informed that smoking / drinking in the ICSI premises is prohibited and must not be allowed intoxicated in the ICSI premises.
- x. All liabilities arising out of any mishap with the workers deployed at the site while on duty shall be on the vendor.
- xi. Vendor must ensure that the area allocated to them is not misused.
- xii. The personnel deployed shall not accept any gratitude or reward in any shape.
- xiii. The manpower deployed shall be responsible to maintain all property and equipment of the Institute entrusted to it.

- xiv. The manpower deployed have to be extremely courteous with very pleasant mannerism in dealing with the Staff and should project an image of utmost discipline.
- xv. The Institute shall have right to have any person removed in case of staff complaints or as decided by representative of the Institute if the person is not performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases.
- xvi. In the event of violation of any contractual or statutory obligations by the Caterer, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the Institute by any individual, agency or government authority due to acts of the Caterer, the Caterer shall be liable to make good/compensate such claims or damages to the Institute. As a result of the acts of the Caterer, if the Institute is required to pay any damages to any individual, agency or government authority, the Caterer shall be required to reimburse such amount to the Institute or the Institute reserves the right to recover such amount from the payment(s) due to the Caterer while settling his/her bills or from the amount of Security Deposit of the Caterer lying with the Institute.

The Contractor shall also comply with all the provisions of the following statutory Acts/Laws or any modifications thereto and the rules made there under from time to time.

- The Code on Wages, 2019 (the "Code on Wages");
  - The Code on Social Security, 2020 (the "SS Code");
  - The Occupational Safety, Health and Working Conditions Code, 2020 (the "OSH Code");
  - The Industrial Relations Code, 2020 (the "IR Code").
- xvii. The vendor shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws like inspection of food inspector of govt. department in force from time to time with regard to the environment around cooking place, dining hall and surrounding etc.
- xviii. The personnel deployed by the vendor shall be issued Identity Cards bearing photographs. The vendor shall provide sufficient sets of Uniforms or Apron, Gloves, cap and pair of shoes to its waiters and shall ensure that they wear them all times and maintain them neat and clean. The cost of uniform, badges and other protective gears will have to be borne by the vendor.
- xix. The vendor shall be personally responsible for conduct and behavior of its staff and any loss or damage to Institute's moveable or immovable property due to the conduct of the vendor's staff shall be made good by the vendor. If it is found that the conduct or efficiency of any person employed by the vendor is unsatisfactory, the vendor shall have to remove the concerned person and engage a new person within 48 hours of intimation by ICSI. The decision of the Institute's designated officer in this regard shall be final and binding on the vendor.
- xx. The vendor shall keep the Catering and its surrounding areas clean and up to date sanitation every day after the services are over. The cleaning includes cleaning of kitchen, catering hall (If any), floor, counter, benches, tables, chairs, etc. the ICSI will have 24-hour access to inspect the Catering service premises at any time for ensuring the cleanliness and hygienic conditions of the Catering's kitchen and other premises. The garbage will be cleaned by the housekeeping contractor.
- xxi. The Institute reserves the right to appoint officers/officials to inspect the quality of raw material, food and other items prepared and sold in the Catering. Any defect(s) pointed out by such officers/officials during their visits shall be properly attended to by the vendor.
- xxii. The vendor shall get the prices of all items approved by the Institute and no changes, what-so-ever shall be made without prior written approval of the Institute.

## 25. OTHER OBLIGATIONS OF THE VENDOR

- i. The vendor shall use only branded raw material for preparation of items. The permissible brands of various items are given in Annexure-I.
- ii. The Institute shall provide to the vendor space for storing raw material, kitchen equipment as per list provided in Annexure-2 for cooking and preservation of perishable items, sitting and serving space, etc. free of cost.
- iii. Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipment provided by the Institute are damaged. Any damages done to the same or any other property shall have to be repaired / replaced by the vendor, failing which the same shall be got done by ICSI at the vendor's risk and cost. In this regard, the decision of the designated officer of ICSI shall be final and binding on the vendor.
- iv. All work shall be carried out with due regard to the convenience of ICSI. The orders of the concerned authority shall be strictly observed.
- v. The vendor shall deploy adequate manpower for work during late hours and on Saturdays/Sundays, including other holidays, according to the requirement of ICSI.
- vi. Gas and electricity based cooking/preparation i.e. tea/coffee/snacks will be allowed. The gas and fuel supply shall be done on the cost of vendor.
- vii. Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the Institute's campus, including Catering. Any breach of such restrictions by the vendor shall attract deterrent action against the vendor as per statutory norms.
- viii. No minimum guarantee shall be furnished to the vendor towards consumption of food items. It is advised to maintain the highest quality at the minimum possible prices so as to attract the maximum number of ICSI personnel to avail Catering services.
- ix. The waiters or manpower deployed by the vendor shall be directly under the supervision, control and employment of the vendor and they shall have no connection what-so-ever with The Institute of Company Secretaries of India (ICSI). ICSI shall have no obligation to control or supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against ICSI for employment or regularization of their services by virtue of being employed by the vendor, against any temporary or permanent posts in ICSI.
- x. The vendor shall ensure that either he/she himself/herself or his/ her representative is available for proper administration and supervision at the works to the entire satisfaction of the Institute.
- xi. The vendor shall bring his own tools, good quality crockery, hot boxes, trolleys, equipment, utensils, plates, jugs etc., in sufficient quantity as needed to maintain the Catering services in addition to what is provided for by ICSI.
- xii. The vendor shall not use the Catering premises for any other activity except for the purpose for which it has been provided for.
- xiii. The vendor shall have to provide good quality tea to all the employees twice in a day at 10.00 AM to 10.30 AM and 3.00 PM to 3.30PM. The same has to be billed to the ICSI. There must be a register to account the same which shall be signed by the vendor and the same has to be certified by the dealing officer of the ICSI on daily basis.
- xiv. Any extra tea, snacks consumed by any officials during the day shall be paid by the official directly to the vendor without any financial obligation on the Institute. The officers are also

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allowed to order Tea/Coffee and snacks etc. for official purpose against the coupon provided by the ICSI. The vendor shall ensure to take the coupons from the concerned officials duly signed before providing the requisitioned item which are to be billed to the ICSI.

- xv. The officials who work beyond official time i.e. 6.00 p.m. are allowed for evening snacks subject to the limit of the Departmental ceiling (that will be confirmed by respective directorates). The vendor shall provide evening snacks to the officials of the department up to the ceiling. Over and above of the ceiling, cost of any snacks, teas etc. shall be paid directly by the official to the vendor. The snacks, Tea/Coffee etc. can be provided by the vendor to the Official against a requisition signed by the official concerned and any nodal officer of the department.
  - xvi. The timing of the vendor to provide the service in the normal period is 8.30 am to 7.00 PM.
  - xvii. On Saturdays, Sundays and Holidays if required due to official exigencies, the vendor shall have to provide the catering services on receipt of information from the Dte. of Administration.
  - xviii. Estimated value and volume of work may be increased & decreased by the Institute without assigning any reason.
26. Vendor shall abide by all applicable laws including labour and welfare Laws (ESI, PF, BONUS, Income Tax, GST or any other extra taxes levied by the Government), the companies Act, etc. and shall adopt all required, Welfare measures for the Vendor Staff and discharge all other obligations concerning thereto. The Vendor shall furnish adequate proof to ICSI in this regard. It is again clarified that all such responsibilities and obligations, whether specified herein or not, shall be the exclusive responsibility and obligations of the Vendor, and ICSI shall not be held liable for such responsibilities/ obligations in any manner what-so-ever.
27. **Payment Terms:** Payment will be made on monthly basis at the end of each month for the preceding month. Institute will make payment within thirty days on submission of certified tax invoice subject to appropriateness of the invoice. Payments shall be subject to deductions of any amount for which the contractor is liable under this contract. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the prevailing Income-Tax Act and any other taxes as prevailing on the date of invoice submission and/or payment date.
28. The successful bidder will have to provide the service as per stipulated timeline and as per instruction of ICSI, failing which the Institute will cancel the work order issued to the successful bidder.
29. **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.
- i. **Penalty for Deficiency in Service:** The competent authority of the ICSI may impose penalty as he finds appropriate on case to case basis based on the damage or loss or any other inconvenience incurred to ICSI, including stopping the payment of bills of respective service, if vendor fails to provide the desired service or making delay in providing services or not able to provide services up to the satisfaction of ICSI.
    - (a) A penalty of Rs.200/- (Rs.Two hundred only) if the workers are found without uniform or protective wears on each occasion.
    - (b) A penalty of Rs.200/- (Rs.Two hundred only) on each occasion if the kitchen premises, cooking appliances etc. are found unclean.
    - (c) A penalty of Rs.500/- (Rs.Five hundred only) if there is any complaint regarding misbehavior with staff or guest or relative on each occasion.



- (d) A penalty of Rs.5000/- (Rs.Five thousand only) if food quality is found sub-standard on each occasion in addition to replacement of food.
- (e) A penalty of Rs.500/- (Rs.Five hundred only) if quality of raw materials, cleaning material is not found.
- (f) A penalty of Rs.500/- (Rs.Five hundred only) if waste material is not found covered or stored in a designated place or if found dumped within the Institute or site provided by the Institute premises.
- (g) A penalty of Rs.1,000/- (Rs.One thousand only) on each occasion when it is found that food has been served late and beyond reasonable time.
- (h) A penalty of Rs.1,000/- (Rs.One thousand only) each month when it is found that the wages to the employees are not disbursed on timely basis.

ii. **Penalty for Deficiency in Service**

- ½ per cent of total value of monthly invoice, for each instance of violation of compliance delay of up to 7 days after the due date;
- 1 per cent of total value of monthly invoice, for each instance of violation of compliance delay beyond 7 days but up to 14 days after the due date;
- Even after two (02) weeks of delay, if the Service Provider fails to comply, the 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.
- The Competent Authority of the ICSI may impose for the aforesaid misconduct or breach of condition or deficiency of service, a penalty of up to twice to the maximum damages and loss incurred to ICSI, apart from the right to terminate the contract, blacklisting, and forfeiture of security deposit / EMD and claim damages.

Violation as mentioned above if observed more than three times, the quantity of the penalty will be doubled in respect of 1- 8. Further violation may lead to forfeiture of performance security and debarring/blacklisting for future participation in such tenders for any of the above failures.

All the penalties will be imposed on the Contractor and shall be recovered either by way of adjusting against arrears of payments or running bills or through direct payments. All penalties will be calculated and levied independent of each other.

30. **Penalty for Misconduct or Breach of Condition of Contract:** The vendor and the employees of the vendor shall be held responsible for guilty of fraud, mischief, misappropriation or any other type of misconduct or breach of condition on the part of vendor or its employee. The competent authority of the 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.
31. The vendor shall ensure that all the relevant licenses / registrations / permission, which are/may be required related to the services provided are valid during the entire period of the contract on failing to comply the aforesaid provisions will attract the appropriate penalties or termination of the contract.
32. The staff deployed by the vendor should not have any Police records/criminal cases against them. The vendor should make adequate enquiries about the character and antecedents of the persons whom they are deploying at 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.

33. 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.
34. The vendor will also ensure that the staff deployed are medically fit and will keep record of certificates of their medical fitness. The vendor shall withdraw such staff who are not found suitable by ICSI for any reasons immediately on receipt of such a request from ICSI.
35. The transportation, food, medical and other statutory requirements in respect of each staff of the vendor shall be the responsibility of the vendor.
36. 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.
37. The vendor shall be required to keep ICSI updated about the change of address, change of the Management etc. from time to time.
38. The vendor and/ or the staff 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 staff of the vendor.
39. 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.
40. In the event of failure and/or neglecting to perform any duties assigned to the vendor to the entire satisfaction of the Institute, the Institute shall have the right to have such duties and obligations performed and discharged by such vendor(s) as the Institute may deem fit, and shall be entitled to recover from the vendor all costs and expenses incurred towards getting such work done from other vendor(s).
41. 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.
42. The vendor will ensure for getting proper license/permission from the concerned authorities wherever applicable.
43. In the event of failure and/or negligence in performance up to the satisfaction of the Institute, the Institute shall have the right to have such duties and obligations performed and discharged by such other party/parties, as the Institute may deem fit, and shall be entitled to recover from the vendor all costs and expenses incurred towards getting such work done from other party/parties.
44. 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.
45. 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 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 the contract.
46. 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.

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47. All statutory compliance applicable in regard to the service is to be ensured by the vendor. The vendor has to ensure at its own cost and risk that EPF, ESI, GSTN, Contract Labour License etc. and all other statutory licences and/or certificates related to this contract remains in force during entire period of the contract at ICSI. On failing to comply with this provision, it will attract the appropriate penalties and/or termination of the contract.
48. The Vendor shall comply with all instructions, verbal or in writing, given to him by the authorized official of the ICSI from time to time. The Vendor will take all proper actions immediately after getting communications from ICSI.
49. The Vendor will attend or report to the authorized official or Administration Department of the ICSI immediately, as and when directed. The vendor or its authorized representative will personally attend any meeting or discussion as per instructions from ICSI.
50. 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.

**51. GENERAL:**

- i) **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.
- ii) **Headings:** The headings used in this Contract are for purposes of convenience only and shall not control the language or meaning of the provision following.
- iii) **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:
  - a) Contract/Agreement
  - b) The Attachments (if any)
  - c) Work Order
  - d) Tender

**The matters which are not specifically spelt out in this document the construction of meaning and interpretation thereof shall be provided by the ICSI.**

- iv) **Notices & Notifications:** All notices, notifications, request, consents or other communications required or permitted to be given to either party pursuant to this Contract shall be in writing and shall be delivered personally or sent by Registered Post with acknowledgement due, Speed post or by courier to the addresses indicated in this Contract. Any change of Address should be notified to each other.
- v) **Assignment & Sub-letting:** The Service Provider shall not assign or sub-let any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the ICSI.

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However, nothing in the foregoing shall be affected in the event of there being a merger, amalgamation or takeover of the business/ management of a party, provided that prior notification is given to the ICSI in case of such event. In such an eventuality all the rights and obligations shall automatically be vested with the entity with which such party has been merged or is taken over.

- vi) **Severability:** If any provision of this Agreement or any part thereof is held invalid, unenforceable or illegal for any reason, this Agreement will remain otherwise in full force apart from that provision(s) or the part thereof which shall be deemed deleted.
- vii) **Non-Waiver:** Failure to exercise by either party of any right under this Agreement in one or more instances shall not constitute a waiver of those rights in another instance. Such waiver by one Party of any of the rights established herein shall not be considered as a waiver of another right established herein. A provision or right under this Agreement shall not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by all the parties.
- viii) **Complete / Entire Agreement:** This Agreement, it's Annexure/Attachments, if any, and the documents specifically referred to shall constitute the complete Agreement between the Parties and shall replace any written or oral Agreement or understanding with respect to the subject matter.
- ix) **Representations and warranties:** The Parties represent and warrant that they have relevant authority and permission under the applicable laws/ rules/ notifications or by virtue of the order/ instruction/ directive from the relevant authority to enter into this Agreement. The Service Provider further represents and warrants as follows:
  - i. When executed and delivered, this Agreement shall be a valid and binding obligation of the Service Provider enforceable in accordance with its terms.
  - ii. Service Provider shall, at all times during the term of this Agreement be duly licensed to perform the Services, and if there is no licensing requirement for the profession or services, be duly qualified and competent;
  - iii. Service Provider is an experienced company/organization having the skill, legal capacity, and professional ability necessary to perform all the work required under this Agreement.
- x) **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.
- xi) **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.
- xii) **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

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- from or connected or concerned with the said contract, the matter shall be referred to the sole arbitrator mutually appointed by 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.
- xiii) **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.
- xiv) **Right to Blacklist:** 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). ICSI also reserves its right to blacklist the contractor by any indiscipline behavior or hooliganism by the contractor or any of its employee(s).
- xv) **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.
- xvi) **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.
- xvii) **Non-Exclusive Agreement:** The agreement between the ICSI and Service Provider is a non-exclusive agreement. The ICSI shall be free to enter into any such agreement with any other service provider during currency or the extended currency of this Agreement.
- xviii) **Statutory Compliance:** The successful bidder will be required to comply with all statutory obligations from time to time applicable to this contract.
- xix) Institute reserves its rights to award contract to different Vendors at different locations or otherwise.



**xx) Force Majeure**

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, Pandemic, 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.

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.

**xxi) 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.

**xxii) Compensation:** Without prejudice to the foregoing, the Vendor shall be accountable and responsible to compensate and pay damages to ICSI for any loss/ damage/ claim/ liability, whatsoever, caused either directly or indirectly by the Vendor, its staff or agents which may arise either out of negligence, fraud, misrepresentation, misconduct or material breach of this contract/ tender.

**xxiii) 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:

- 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.
- If the vendor fails to perform any other obligations under the contract and

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Y. K. K. K.



- 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.
- Without any notice or on a notice period of maximum of 90 days.
- Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall be continued by the vendor during the period of the termination notice and the same must be satisfied / completed before the contract is terminated. The ICSI may also put in place any other vendor for carrying out the remaining work and expenditure incurred on same shall be recovered from the defaulting vendor.

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

*For any details / clarifications, bidders may contact Sanjeev Kumar Dogra, Joint Director, Administration ICSI Noida Office: C-36, Sector 62, Noida, Tel: 011- 45341004, E-mail: [sanjeev.dogra@icsi.edu](mailto:sanjeev.dogra@icsi.edu)*

**Date: 27<sup>th</sup> December, 2025**



**S.K. SHARMA**  
**Director (Purchase & Stores)**



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/Catering Services/2025-26/118

27<sup>th</sup> December, 2025

SUB: Tender for Providing Catering Services at ICSI Offices at ICSI House, 22, Institutional Area, Lodi Road, New Delhi-110003 and ICSI Houses C-36 & C-37, Sector-62, Noida-201309 (UP)

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

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

Signature \_\_\_\_\_  
(Authorized signatory of the agency)

Name of the bidder \_\_\_\_\_

Official seal of bidder \_\_\_\_\_

Date \_\_\_\_\_

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

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*Y. K. Singh*

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/Catering Services/2025-26/118

27<sup>th</sup> December, 2025

**Form II(a): Tender acceptance letter to be printed on business letterhead of the bidder and to be submitted with the Technical Bid**

To  
Secretary  
The Institute of Company Secretaries of India  
ICSI House, C-36, (5<sup>th</sup> Floor)  
Sector-62 Noida – 201 309 (UP)

**SUB: Tender for Providing Catering Services at ICSI Offices at ICSI House, 22, Institutional Area, Lodi Road, New Delhi-110003 and ICSI Houses C-36 & C-37, Sector-62, Noida-201309 (UP)**

Sir,

This is with reference to the tender no **Tender No.: ICSI/Admin/Catering Services/2025-26/118** on **16<sup>th</sup> January, 2026**. We are interested to participate in the **Tender for Providing Catering Services at ICSI Offices at ICSI House, 22, Institutional Area, Lodi Road, New Delhi-110003 and ICSI Houses C-36 & C-37, Sector-62, Noida-201309 (UP)** dated **26<sup>th</sup> December, 2025**

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:

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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/Catering Services/2025-26/118

27<sup>th</sup> December, 2025

SUB: Tender for Providing Catering Services at ICSI Offices at ICSI House, 22, Institutional Area, Lodi Road, New Delhi-110003 and ICSI Houses C-36 & C-37, Sector-62, Noida-201309 (UP)

**Form II(b): Eligibility Criteria Details**

| S. No. | Particulars  | Documents to be submitted  | Response Yes/No | Supporting Document Reference with Page No. |
|--------|--|--|-----------------|---|
| 1.     | <p>The bidder shall either be a company/LLP/ partnership firm registered under the Indian companies Act, 1956 / 2013 or Indian Partnership Act, 1932 or registered as LLP or a Proprietor having registration of trade license from the local authority specifically for operating food business as the case may be and must have their registered office or business office in Delhi/ NCR.</p> <p><b>Please attach Certificate of Incorporation / Copy of Registration Certificate (s).</b></p> <p><b>The following document submissions is mandatory :</b></p> <ul style="list-style-type: none"> <li>• Declaration - None of the Director is disqualified</li> <li>• Declaration- All compliances of Companies Act, 2013 has been duly filed</li> <li>• KYC of all Directors is required to be submitted and KYC of the authorised Person i.e Supervisor or the Nodal officer of the Agency who will be the POC for the ICSI Offices.</li> <li>• Declaration that None of the Directors are Blacklisted,</li> <li>• Complete Office ID containing Photograph of all the Directors.</li> </ul> | Self-attested copy of certificate of incorporation, MoA and Articles of Association or LLP registration certificate or partnership registration deed or trade license. |                 |   |
| 2.     | Bidder must have Registration under Employee Provident Fund and Miscellaneous Provisions Act, 1952.  | Please attach self-attested photocopy of the certificate   |                 |   |
| 3.     | Bidder must have Registration under Food Safety and Standards Act 2006.  | Please attach self-attested photocopy of the certificate   |                 |   |

|     |  |   |  |  |
|-----|--|---|--|--|
| 4.  | Bidder must have Registration under Employees State Insurance Act., 1984.  | Please attach self-attested photocopy of the certificate  |  |  |
| 5.  | Bidder should have successfully executed or running minimum one similar Client Canteen services in Delhi/ NCR  | Copy of order/ agreement and/or Performance certificate of the work.  |  |  |
| 6.  | Bidder having at least 3 years' experience in similar business in New Delhi or Noida.  | Copy of order/ agreement and/or Performance certificate of the work   |  |  |
| 7.  | 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/Business House during immediately preceding 03 calendar years ended as on March 31, 2025.   | Please attach work order/agreement copy for providing similar service. Kindly also provide name and contact details of the concerned officials of each client.                                  |  |  |
| 8.  | Average of the annual turnover of the bidder for each year of the last 3 years (FY 2022-23, 2023-24, 2024-25) must be not less than Rs.25 lakhs.   | Please attach self-attested photocopy of Copies of the ITRs (with proof of acknowledgement by the IT Department) or IT Assessment Orders or Audited financial P&L statements and Balance Sheet. |  |  |
| 9.  | Submission of Tender Fee   | Receipt / DD  |  |  |
| 10. | Submission of EMD or valid NSIC / MSME certificate/document  | Receipt / DD or Copy of the NSIC / MSME certificate   |  |  |
| 11. | PAN  | Please attach self-attested photocopy of the documentary proof  |  |  |
| 12. | GSTIN Code   | Please attach self-attested photocopy of the certificate  |  |  |
| 13. | 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 | Please attach undertaking on bidder's business letterhead signed by the authorized signatory.   |  |  |

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|--|---|--|--|--|
|  | 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. |  |  |  |
|--|---|--|--|--|

**NOTE:**

- a) Conditional bids will be summarily rejected.

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

*[A large diagonal line is drawn across the signature area, indicating that the signature is not required or is void.]*

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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/Catering Services/2025-26/118

27<sup>th</sup> December, 2025

**Form III: List of Mandatory and Supporting Documents and Page No. along with all details as per Tender Instructions**

| S. No. | Description   | Yes/No | Relevant Page number of the document |
|--------|---|--------|--------------------------------------|
| 1.     | Tender Fee  |        |                                      |
| 2.     | EMD (Enclose self-attested certificate photocopy of MSME/NSIC Regn. No. (if applicable) & its valid period)   |        |                                      |
| 3.     | Form I (Annexure "A")   |        |                                      |
| 4.     | Form II (a) & II (b) (Annexure "B1" & "B2")   |        |                                      |
| 5.     | Form III (Annexure "C")   |        |                                      |
| 6.     | Self-attested copy of GST Certificate   |        |                                      |
| 7.     | Self-attested copy of PAN   |        |                                      |
| 8.     | Self-attested photocopy of the P F Registration certificate   |        |                                      |
| 9.     | Self-attested photocopy of the FSSAI Registration certificate   |        |                                      |
| 10.    | Self-attested photocopy of the ESI Registration certificate   |        |                                      |
| 11.    | Please attach self-attested photocopy of Copies of the ITRs (with proof of acknowledgement by the IT Department) or IT Assessment Orders or Audited financial P&L statements and Balance Sheet.   |        |                                      |
| 12.    | Self-attested copy of work order/completion certificate of having provided similar service in preceding three calendar years of which minimum One (1) should be from Central Government/State Government/Public Sector organizations /Autonomous Bodies/ Statutory Bodies, Public Listed Company/Business House                             |        |                                      |
| 13.    | Declaration from Authorized Signatory on the Bidder's Business Letter Head to the effect of 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, not under any legal action or not declared |        |                                      |

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

*Y. K. Dhill*

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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/Catering Services/2025-26/118

27<sup>th</sup> December, 2025

SUB: Tender for Providing Catering Services at ICSI Offices at ICSI House, 22, Institutional Area, Lodi Road, New Delhi-110003 and ICSI Houses C-36 & C-37, Sector-62, Noida-201309 (UP)

**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.

**(1) BIDS FOR TEA/COFFEE/COLD DRINKS/MINERAL WATER – Daily Consumption**

| S. No. | ITEMS  | Rate (Rs.) | Discount (Rs.) | Net Rate Including all taxes (Rs.) | GST % (if applicable) |
|--------|--|------------|----------------|------------------------------------|-----------------------|
| 1.     | One Cup Tea (Readymade) - 125 ml (Minimum Guarantee : 250 per day on weekday and 100 cups on weekends) |            |                |                                    |                       |
| 2.     | One cup Tea (Taj Mahal Bags) - 125 ml  |            |                |                                    |                       |
| 3.     | One cup coffee (readymade) - 125 ml  |            |                |                                    |                       |
| 4.     | One cup coffee (Nescafe) - 125 ml  |            |                |                                    |                       |
| 5.     | Green Tea (Twinning/lipton) -125 ml  |            |                |                                    |                       |
| 6.     | Black Tea(Lemon) – 125 ml  |            |                |                                    |                       |
| 7.     | Mineral Water (any brand, size/weight)   | MRP        |                |                                    |                       |
| 8.     | Cold Drinks (Any brand, size/weight)   | MRP        |                |                                    |                       |

**SNACKS / BISCUITS**

|     |   |     |  |  |  |
|-----|---|-----|--|--|--|
| 9.  | One Samosa                                      |     |  |  |  |
| 10. | Bread Pakora (1 Piece)                          |     |  |  |  |
| 11. | Paneer Pakora (1 Piece)                         |     |  |  |  |
| 12. | Veg. Patties (1 Piece)                          |     |  |  |  |
| 13. | Veg. Sandwich – Big size bread pieces (1 Piece) |     |  |  |  |
| 14. | Sambar Vada – Two piece (Big size)              |     |  |  |  |
| 15. | Pav Bhaji (Plate with 2 Pav)                    |     |  |  |  |
| 16. | Cooked Maggi – One Pack                         |     |  |  |  |
| 17. | Idli Sambhar – Two piece (Big size)             |     |  |  |  |
| 18. | Poha  |     |  |  |  |
| 19. | Lassi / Chhach - 250ml                          |     |  |  |  |
| 20. | Two butter slice (big size bread)               |     |  |  |  |
| 21. | One Egg omelet with two big Bread slices        |     |  |  |  |
| 22. | Biscuits – All good quality biscuits            | MRP |  |  |  |
| 23. | Muffins   |     |  |  |  |

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|     |  |  |  |  |  |
|-----|--|--|--|--|--|
| 24. | Pastry (Chocolate / any other) (Per piece) |  |  |  |  |
| 25. | Juice (Tetra Pack)                         |  |  |  |  |
| 26. | Dhokla / Khandvi                           |  |  |  |  |
| 27. | Dosa (Masala Dosa /Paneer Dosa /Rawa Dosa) |  |  |  |  |
| 28. | Paratha(Aloo/ Paneer/ Pyaaj/ Sattu)        |  |  |  |  |
| 29. | Litti Choka                                |  |  |  |  |
| 30. | Kachori(Aloo/ Pyaaj/ Daal/ Raj Kachori)    |  |  |  |  |
| 31. | Chole Bhature                              |  |  |  |  |
| 32. | Uttapam                                    |  |  |  |  |
| 33. | Ready to Eat savories/ Instant Food        |  |  |  |  |
| a   | Maggie                                     |  |  |  |  |
| b   | Instant Noodles                            |  |  |  |  |
| c   | Poha                                       |  |  |  |  |
| d   | Upma                                       |  |  |  |  |
| e   | Veg. Soups                                 |  |  |  |  |

Note:

- (i) Vendor must provide daily atleast any of the two items as per following list:  
Samosa, Bread Pakora, Paneer Pakora, Veg Patties, Veg Sandwich, Kachori, Sambhar Vada, Pau Bhaji, Idli Sambhar, Poha
- (ii) Packed Maggi, Instant food, Bread & Butter, Lassi, Biscuits (Good Brand e.g. Britannia, ITC Sunfeast, or similar) should be readily available at all times.
- (iii) Monthly menu to be got approved from the Institute in advance and on every morning, menu of the day is to be affixed on the canteen notice board for the dissemination among the Officials of the Institute.

Date:

Signature of the Authorized Signatory with  
official seal

*Signature*

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(2) FINANCIAL BID FOR STAFF LUNCH

No commitment is being provided and these items will be taken as per requirement.

| S. No.   | Items   | Rate (Rs.) |
|----------|---|------------|
| Option 1 | <b>Executive Thali (Veg)</b>  |            |
| i        | <b>Thali:</b> Jeera Rice, 4 chapati, one seasonal veg, any one dal, rajma/Chole, raita, salad, & pickles (the items should be changed on day wise)                                |            |
| ii       | <b>GST % (if applicable)</b>  |            |
| iii      | <b>Total (i + ii)</b>   |            |
| Option 2 | <b>Premium Thali (Veg)</b>  |            |
| i        | <b>Thali:</b> Fried Rice/Veg Pulao, 02 Roti (Naan/Missi/Butter Tandori), one seasonal veg, Paneer Sabji, Mix Veg, any one dal/rajma/Chole, raita, salad, & pickles and Sweet Dish |            |
| ii       | <b>GST % (if applicable)</b>  |            |
| iii      | <b>Total (i + ii)</b>   |            |
| Option 3 | <b>Optional (Veg)</b>   |            |
| i        | <b>Thali:</b> (bidder can suggest the menu)   |            |
| ii       | <b>GST % (if applicable)</b>  |            |
| iii      | <b>Total (i + ii)</b>   |            |

Note: The bidder must swap meals or snacks between the different days in the menu.

Date:

Signature of the Authorized Signatory with official seal

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**(3) FINANCIAL BID FOR ICSI OFFICIAL MEETINGS / PROGRAMMES**

No commitment is being provided and these items will be taken as per requirement.

| Sl. No. | Items   | RATE per pax. |  |
|---------|---|---------------|--|
|         |   | Veg           |  |
| i.      | <b><u>ORDINARY LUNCH / DINNER (Veg)</u></b> (Minimum Guarantee : 25)<br>1. Plain Rice<br>2. Roti/Poori/Nan/Parantha<br>3. Yellow Da l/Dal Makhani/Rajma/Chhole (Any One)<br>4. Seasonal Veg. (Any One)<br>5. Paneer (Any One)<br>6. Raita /Dahi Vada /Dahi Plain<br>7. Salad<br>8. One seasonal fruit/sweet dish  |               |  |
|         | <b>GST % (if applicable)</b>  |               |  |
| ii.     | <b><u>SPECIAL LUNCH / DINNER Veg</u></b> (Minimum Guarantee : 25)<br>1. Cold drink<br>2. Soup (sweet corn, hot n sour, tomato soup etc.)(Any One)<br>3. Pulao / Fried Rice (Any Rice)<br>4. Roti/Missi Roti/Nan/Parantha<br>5. Yellow Dal/Dal Makhani/Rajma/Chhole (Any One)<br>6. Seasonal Veg. (Any Two)<br>7. Shahi Paneer/Palak Paneer/Matar Paneer etc. (Any One)<br>8. Raita/Dahi Vada/Dahi Plain<br>9. Salad<br>10. Achar/Papar/Chatni<br>11. Ice-cream/fruit Cream / Gulab Jamun / Sweets (2)<br>12. Fresh Fruits |               |  |
|         | <b>GST % (if applicable)</b>  |               |  |
| iii.    | <b><u>HI Tea for Functions (Category I)</u></b> (Minimum Guarantee : 20)<br>1. Tea / Coffee<br>2. Cutlets/ mix pakoda/ sandwich (anyone)<br>3. Chole Bhature / Chole Puri / Aloo Puri (Anyone)<br>4. Samber Vada / Aloo Bonda (Anyone)<br>5. Sweet Dish (Gulab Jamun/ Moong dal halwa/ Gajar Halwa /Kheer with dry fruit (Anyone)   |               |  |
|         | <b>GST % (if applicable)</b>  |               |  |
| iv.     | <b><u>HI TEA for Meetings (Category II)</u></b> (Minimum Guarantee: 20)<br>1. Tea/Dip Tea/ Coffee<br>2. Wafer<br>3. Biscuits (Eggless)<br>3. Cutlets / Paneer Pakoda / Sandwich/ Aloo Bonda (Anyone)<br>4. Pastry / Dhokla / Any Sweets (Anyone)  |               |  |
|         | <b>GST % (if applicable)</b>  |               |  |
| v.      | Fruit Platter (having 5-6 seasonal fruits) (Minimum Guarantee: 25)  |               |  |
|         | <b>GST % (if applicable)</b>  |               |  |

Date:

Signature of the Authorized Signatory with  
official seal

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## PERMISSIBLE BRANDS OF CONSUMABLES

| ITEM                   | BRAND   |
|------------------------|---|
| Salt                   | Iodised salt such as Tata, Annapurna, Nature Fresh, Patanjali |
| Spices                 | MDH, MTR or equivalent quality brands                         |
| Ketchup                | Maggi, Kissan, Heinz , Top, Patanjali                         |
| Oil                    | Refined oil such as Sundrop, Nature Fresh, etc., Patanjali    |
| Pickle                 | Mother's or Priya or Tops                                     |
| Atta                   | Aashirvad, Nature Fresh, Patanjali                            |
| Butter                 | Amul, Britannia, Mother Dairy, Patanjali                      |
| Bread                  | Harvest/Britania make, Patanjali                              |
| Jam                    | Kissan, or equivalent   |
| Milk                   | Toned milk of Mother Dairy, Delhi Milk Scheme equivalent      |
| Paneer                 | Amul/Mother Dairy or equivalent                               |
| Tea                    | Taj, Brook Bond, Lipton, Tata                                 |
| Coffee                 | Nescafe, Rich Bru   |
| Biscuits               | Britania, Parle, ITC etc.                                     |
| Ice Cream, Lassi, Curd | Mother Dairy, Amul, Cream Bell – all varieties                |
| Mixtures/Chips         | Haldiram/Bikaner or equivalent                                |
| Mineral Water          | ISI marked Kinley/Bisleri or equivalent                       |
| Cold Drinks            | Pepsi, Coke etc.  |
| Juices                 | Real, Tropicana   |
| Lemon Water            | Branded   |
| Sweet                  | Bikaner, Haldiram or equivalent                               |

Date:

Signature of the Authorized Signatory with  
official seal

## LIST OF KITCHEN EQUIPMENT TO BE KEPT BY THE VENDOR

| S. No. | Description of Item                              |
|--------|--|
| 1.     | Refrigerator                                     |
| 2      | Coffee Machine                                   |
| 3.     | Gas Stove and Cylinder- (refilling by the Party) |
| 4      | Toaster  |
| 5      | Geyser   |
| 6      | Rack/Almirah                                     |
| 7      | Hot case   |
| 8.     | Other Items as per requirements.                 |

Date:

Signature of the Authorized Signatory with  
official seal

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**TENTATIVE FORMAT OF SERVICE LEVEL AGREEMENT (SLA)**

This Agreement is executed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between

The **Institute of Company Secretaries of India**, a Statutory body constituted under the **Company Secretaries Act, 1980** having its head office at ICSI House, 22, Institutional Area, New Delhi – 110 003 through \_\_\_\_\_ (hereinafter referred to as "**ICSI**", which term shall include its successors and permitted assigns of the **ONE PART**

**AND**

\_\_\_\_\_ The company incorporated under the Companies Act 1956, with its registered office located at \_\_\_\_\_ and with its corporate office located at \_\_\_\_\_ through Shri \_\_\_\_\_, duly authorized by the Board resolution dated \_\_\_\_\_ (here in after appropriately referred to as "**Vendor**", which term shall include its successors and permitted assigns), of the **OTHER PART**

**WHEREAS:**

ICSI desired to hire an agency/ company for Providing Catering Services at ICSI Offices at ICSI House, 22, Institutional Area, Lodi Road, New Delhi-110003 and ICSI Houses C-36 & C-37, Sector-62, Noida-201309 (UP). For this purpose, the ICSI floated a Tender, on its website on \_\_\_\_\_.

Among Several bidders, the Vendor having expertise in Services/ incidental services and well acquainted with the profile and functioning of the ICSI, represented its adequate experience in providing services through its well skilled, qualified and experienced staff/employees and representatives and expressed its willingness to undertake and provide the said services for the ICSI.

Based on the representations and warranties of the Vendor as contained in this Agreement, the ICSI agreed to engage the Vendor for Services on the terms and conditions set forth in this Agreement.

Letter of Intent (LOI) / Work Order dated \_\_\_\_\_ is issued and the same have been accepted unequivocally by the Vendor.

**NOW THEREFORE**, in consideration of the mutual promises set forth below, and terms and conditions mentioned in Tender document along with the Attachments hereto, which form an integral part of this Agreement, the Parties hereby agree to the following:

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**1. Scope of Work:**

- i. Vendor will provide catering services to ICSI at following premises located at:

**ICSI House, 22, Institutional Area, Lodi Road New Delhi 110003 and  
ICSI House, C-36 & C-37, Sector-62, Noida – 201309**

- ii. The vendor will be required to provide Catering services to the premises/sites specified by the Institute without any extra charges. The period of contract shall be for Three years subject to appraisal of performance of the vendor on quarterly basis but if so required by the Authority/Department it may be extended up-to maximum three years in spells of maximum one year.
- iii. The vendor will serve tea, coffee, cold drinks and snacks in day to day functioning and high tea, lunch/dinner etc. in various official meetings, programmes, seminars and functions organized by the Institute from time to time where Institutes feels the caterer can provide the same at Lodi Road, and office of the ICSI at Sector 62 Noida.

**Function & Role:**

- i) Preparation of Hygienic Food in the Kitchen Area provided by the Institute.  
ii) Proper washing and all procedures associated with washing of the Utensils.  
iii) Timely distribution of hygienically tea/coffee/snacks and cooked food.  
iv) The vendor shall be responsible for the supervision of their staff.

**Monitoring:**

Monitoring and evaluation of the quality of services being provided will be undertaken by the Institute as under-

A committee will be constituted by the Secretary, ICSI for supervision of services on following aspects:

- A. Time schedule  
B. Cleanliness of the premises  
C. Taste of Food  
D. any other aspect as deemed fit

- iv. Action as per terms and conditions will be initiated if there are deficiencies pointed out by the authorized persons or the committee in the matter.
- v. Deficiencies if any, will be recorded in the register by the authorized person. The register will have to be made available to Directorate of Administration from time to time for appropriate action as deemed fit under the terms and conditions of the contract.
- vi. Police Verification of Staff which will be working at ICSI Offices to be submitted by the vendor to all ICSI offices where the vendor will provide its Services. Whenever there is change of any employee, User Directorate to be notified and Police verification of the changed employee to be submitted at the Office where the staff will work with a copy to the user Directorate.

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## 2. Duration of Contract

The contract will be initially for a period of three years subject to quarterly appraisal and review by ICSI and is likely to commence from the date of signing of the agreement which may be extended for a further period on yearly basis up to two years as per quoted rates, terms and conditions as mutually agreed upon.

In case the service performed are not found to be satisfactory, the contract shall be terminated by giving notice of one month by ICSI.

## 3. Security Deposit /performance guarantee

- i. The successful bidder has to submit the security deposit / performance guarantee in the form of an Account payee Demand Draft / Banker's Cheque/Bank Guarantee from nationalized bank (as per format enclosed at **Annexure - F**) of equivalent **amount of 5% of the contract value** on awarding the contract within 10 days of issue of order but before execution of the agreement, to cover any loss or damage caused to or suffered by the Institute due to acts of commission and omission by the successful bidder or any failure on the part of the successful bidder in fulfilment of terms and conditions of the bid or work order or contract.
- ii. The Bank Guarantee shall have to remain valid for the entire duration of the Contract plus three months (i.e., 90 days) beyond the completion of contract period including warranty obligations. 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.
- iii. Whenever under the agreement, any sum of money remains recoverable from or payable by the selected bidder, the ICSI shall have the right to recover sum by appropriating in part or whole of the Performance Security. In the event of the performance security being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the bidder under this or any other agreement with the selected bidder. If this sum is not sufficient to cover the full amount recoverable, the selected bidder shall pay the ICSI on demand the remaining amount.
- iv. 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/Service Provider 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 / Service Provider with the ICSI in the form of bank guarantee from nationalized 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.
- v. 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. OBLIGATIONS OF THE VENDOR

- i. The vendor shall be responsible for engaging adequate number of trained/semi-trained manpower required for providing good Catering services in ICSI. The manpower deployed at the workplace must be in sufficient number for the defined scope of work. The manpower should have adequate experience in cooking/serving/distribution of food. The ICSI requires the services for

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Providing good quality Tea/Snacks and Hi Tea, Lunch & Dinner in its various programmes such as Meetings, retirement etc.

- ii. The employees of the vendor should possess good health and should be free from any diseases, especially contagious and frequently recurring diseases. Vendor shall also ensure that all its personnel deployed shall be fully vaccinated as per guidelines and protocols of Covid-19 Pandemic. The vendor shall ensure that the personnel deployed ensure strict compliance of covid-appropriate behavior viz. frequent washing of hands / sanitization, wearing of mask/face cover, observing social distancing at all times.
- iii. The vendor shall, prior to the commencement of the operation of contract, make available to ICSI the particulars of all the waiters who will be deployed at the Institute's premises for running the catering service. Such particulars, inter alia, should include age/date of birth, permanent address, police verification report and profile of the health status of the manpower deployed.
- iv. Any untoward incident must be reported immediately to authorized official of the ICSI after happening of such incident. For any misconduct, mischief, criminal act etc., the deployed staff and the vendor shall be dealt under the prevailing law of India.
- v. The vendor will get all its deputed staff, verified of their antecedents, through Police and a certificate to this effect be furnished by the vendor to ICSI before deployment of such vendor's staff. The vendor should also maintain proper record/documents of the same.
- vi. The vendor shall be responsible for timely payment of wages to its workers for smooth function of service.
- vii. The vendor shall ensure proper discipline among its workers and further ensure that they do not indulge in any unlawful activity.
- viii. Employment of child labour is strictly prohibited under the law. The vendor shall not employ any child labour.
- ix. The vendor must keep the workers informed that smoking / drinking in the ICSI premises is prohibited and must not be allowed intoxicated in the ICSI premises.
- x. All liabilities arising out of any mishap with the workers deployed at the site while on duty shall be on the vendor.
- xi. Vendor must ensure that the area allocated to them is not misused.
- xii. The personnel deployed shall not accept any gratitude or reward in any shape.
- xiii. The manpower deployed shall be responsible to maintain all property and equipment of the Institute entrusted to it.
- xiv. The manpower deployed have to be extremely courteous with very pleasant mannerism in dealing with the Staff and should project an image of utmost discipline.
- xv. The Institute shall have right to have any person removed in case of staff complaints or as decided by representative of the Institute if the person is not performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases.



- xvi. In the event of violation of any contractual or statutory obligations by the Caterer, he/she shall be responsible and liable for the same. Further, in the event of any action, claim, damages, suit initiated against the Institute by any individual, agency or government authority due to acts of the Caterer, the Caterer shall be liable to make good/compensate such claims or damages to the Institute. As a result of the acts of the Caterer, if the Institute is required to pay any damages to any individual, agency or government authority, the Caterer shall be required to reimburse such amount to the Institute or the Institute reserves the right to recover such amount from the payment(s) due to the Caterer while settling his/her bills or from the amount of Security Deposit of the Caterer lying with the Institute.

The Contractor shall also comply with all the provisions of the following statutory Acts/Laws or any modifications thereto and the rules made there under from time to time.

- The Code on Wages, 2019 (the "Code on Wages");
  - The Code on Social Security, 2020 (the "SS Code");
  - The Occupational Safety, Health and Working Conditions Code, 2020 (the "OSH Code");
  - The Industrial Relations Code, 2020 (the "IR Code").
- xvii. The vendor shall ensure compliance of all laws relating to cleanliness, sanitary, hygienic and health conditions and other laws like inspection of food inspector of govt. department in force from time to time with regard to the environment around cooking place, dining hall and surrounding etc.
- xviii. The personnel deployed by the vendor shall be issued Identity Cards bearing photographs. The vendor shall provide sufficient sets of Uniforms or Apron, Gloves, cap and pair of shoes to its waiters and shall ensure that they wear them all times and maintain them neat and clean. The cost of uniform, badges and other protective gears will have to be borne by the vendor.
- xix. The vendor shall be personally responsible for conduct and behavior of its staff and any loss or damage to Institute's moveable or immovable property due to the conduct of the vendor's staff shall be made good by the vendor. If it is found that the conduct or efficiency of any person employed by the vendor is unsatisfactory, the vendor shall have to remove the concerned person and engage a new person within 48 hours of intimation by ICSI. The decision of the Institute's designated officer in this regard shall be final and binding on the vendor.
- xx. The vendor shall keep the Catering and its surrounding areas clean and up to date sanitation every day after the services are over. The cleaning includes cleaning of kitchen, catering hall (If any), floor, counter, benches, tables, chairs, etc. the ICSI will have 24-hour access to inspect the Catering service premises at any time for ensuring the cleanliness and hygienic conditions of the Catering's kitchen and other premises. The garbage will be cleaned by the housekeeping contractor.
- xxi. The Institute reserves the right to appoint officers/officials to inspect the quality of raw material, food and other items prepared and sold in the Catering. Any defect(s) pointed out by such officers/officials during their visits shall be properly attended to by the vendor.
- xxii. The vendor shall get the prices of all items approved by the Institute and no changes, what-so-ever shall be made without prior written approval of the Institute.

## **5. OTHER OBLIGATIONS OF THE VENDOR**

- i. The vendor shall use only branded raw material for preparation of items. The permissible brands

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- of various items are given in Annexure-I.
- ii. The Institute shall provide to the vendor space for storing raw material, kitchen equipment as per list provided in Annexure-2 for cooking and preservation of perishable items, sitting and serving space, etc. free of cost.
  - iii. Care must be taken to ensure that, while carrying out the work, no fittings, fixtures, furnishings, equipment provided by the Institute are damaged. Any damages done to the same or any other property shall have to be repaired / replaced by the vendor, failing which the same shall be got done by ICSI at the vendor's risk and cost. In this regard, the decision of the designated officer of ICSI shall be final and binding on the vendor.
  - iv. All work shall be carried out with due regard to the convenience of ICSI. The orders of the concerned authority shall be strictly observed.
  - v. The vendor shall deploy adequate manpower for work during late hours and on Saturdays/Sundays, including other holidays, according to the requirement of ICSI.
  - vi. Gas and electricity based cooking/preparation i.e. tea/coffee/snacks will be allowed. The gas and fuel supply shall be done on the cost of vendor.
  - vii. Storing/supply/sale and consumption of drugs, alcoholic drinks, cigarettes or any other items of intoxication are strictly prohibited in the Institute's campus, including Catering. Any breach of such restrictions by the vendor shall attract deterrent action against the vendor as per statutory norms.
  - viii. No minimum guarantee shall be furnished to the vendor towards consumption of food items. It is advised to maintain the highest quality at the minimum possible prices so as to attract the maximum number of ICSI personnel to avail Catering services.
  - ix. The waiters or manpower deployed by the vendor shall be directly under the supervision, control and employment of the vendor and they shall have no connection what-so-ever with The Institute of Company Secretaries of India (ICSI). ICSI shall have no obligation to control or supervise such workers or to take any action against them except as permissible under the law. Such workers shall also not have any claim against ICSI for employment or regularization of their services by virtue of being employed by the vendor, against any temporary or permanent posts in ICSI.
  - x. The vendor shall ensure that either he/she himself/herself or his/ her representative is available for proper administration and supervision at the works to the entire satisfaction of the Institute.
  - xi. The vendor shall bring his own tools, good quality crockery, hot boxes, trolleys, equipment, utensils, plates, jugs etc., in sufficient quantity as needed to maintain the Catering services in addition to what is provided for by ICSI.
  - xii. The vendor shall not use the Catering premises for any other activity except for the purpose for which it has been provided for.
  - xiii. The vendor shall have to provide good quality tea to all the employees twice in a day at 10.00 AM to 10.30 AM and 3.00 PM to 3.30PM. The same has to be billed to the ICSI. There must be a register to account the same which shall be signed by the vendor and the same has to be certified by the dealing officer of the ICSI on daily basis.
  - xiv. Any extra tea, snacks consumed by any officials during the day shall be paid by the official directly to the vendor without any financial obligation on the Institute. The officers are also allowed to order Tea/Coffee and snacks etc. for official purpose against the coupon provided by the ICSI. The vendor shall ensure to take the coupons from the concerned officials duly signed before providing the requisitioned item which are to be billed to the ICSI.
  - xv. The officials who work beyond official time i.e. 6.00 p.m. are allowed for evening snacks subject to the limit of the Departmental ceiling (that will be confirmed by respective directorates). The vendor shall provide evening snacks to the officials of the department up to the ceiling. Over and above of the ceiling, cost of any snacks, teas etc. shall be paid directly by the official to the vendor. The snacks, Tea/Coffee etc can be provided by the vendor to the Official against a requisition signed by the official concerned and any nodal officer of the department.
  - xvi. The timing of the vendor to provide the service in the normal period is 8.30 am to 7.00 PM.

- xvii. On Saturdays, Sundays and Holidays if required due to official exigencies, the vendor shall have to provide the catering services on receipt of information from the Dte. of Administration.
- xviii. Estimated value and volume of work may be increased & decreased by the Institute without assigning any reason.

6. Vendor shall abide by all applicable laws including labour and welfare Laws (ESI, PF, BONUS, Income Tax, GST or any other extra taxes levied by the Government), the companies Act, etc. and shall adopt all required, Welfare measures for the Vendor Staff and discharge all other obligations concerning thereto. The Vendor shall furnish adequate proof to ICSI in this regard. It is again clarified that all such responsibilities and obligations, whether specified herein or not, shall be the exclusive responsibility and obligations of the Vendor, and ICSI shall not be held liable for such responsibilities/ obligations in any manner what-so-ever.

7. **Payment Terms:** Payment will be made on monthly basis at the end of each month for the preceding month. Institute will make payment within thirty days on submission of certified tax invoice subject to appropriateness of the invoice. Payments shall be subject to deductions of any amount for which the contractor is liable under this contract. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the prevailing Income-Tax Act and any other taxes as prevailing on the date of invoice submission and/or payment date.

The vendor will have to provide the service as per stipulated timeline as per instruction of ICSI, failing which the Institute will cancel the work order issued to the successful bidder.

8. **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.

- i. **Penalty for Deficiency in Service:** The competent authority of the ICSI may impose penalty as he finds appropriate on case to case basis based on the damage or loss or any other inconvenience incurred to ICSI, including stopping the payment of bills of respective service, if vendor fails to provide the desired service or making delay in providing services or not able to provide services up to the satisfaction of ICSI.
- ii. A penalty of Rs.200/- (Rs. Two hundred only) if the workers are found without uniform or protective wears on each occasion.
- iii. A penalty of Rs.500/- (Rs. Five hundred only) if there is any complaint regarding misbehavior with staff or guest or relative on each occasion.
- iv. A penalty of Rs.1,000/- (Rs. One thousand only) on each occasion when it is found that food has been served late and beyond reasonable time.
- v. A penalty of Rs.200/- (Rs. Two hundred only) on each occasion if the kitchen premises, cooking appliances etc. are found unclean.
- vi. A penalty of Rs.5000/- (Rs. Five thousand only) if food quality is found sub-standard on each occasion in addition to replacement of food.
- vii. A penalty of Rs.500/- (Rs. Five hundred only) if quality of raw materials, cleaning material is not found.
- viii. A penalty of Rs.500/- (Rs. Five hundred only) if waste material is not found covered or stored in a designated place or if found dumped within the Institute or site provided by the Institute premises.

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- ix. If the wages to the employees are not disbursed on timely basis, then penalty of Rs.1000/- per employee shall be charged for every month default.

Violation as mentioned above if observed more than three times, the quantity of the penalty will be doubled in respect of 1- 8. Further violation may lead to forfeiture of performance security and debarring/blacklisting for future participation in such tenders for any of the above failures.

All the penalties will be imposed on the Contractor and shall be recovered either by way of adjusting against arrears of payments or running bills or through direct payments. All penalties will be calculated and levied independent of each other.

**Penalty for Misconduct or Breach of Condition of Contract:** The vendor and the employees of the vendor shall be held responsible for guilty of fraud, mischief, misappropriation or any other type of misconduct or breach of condition on the part of vendor or its employee. The competent authority of the 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.

- a) The vendor shall ensure that all the relevant licenses / registrations / permission, which are/may be required related to the services provided are valid during the entire period of the contract on failing to comply the aforesaid provisions will attract the appropriate penalties or termination of the contract.
- b) The staff deployed by the vendor should not have any Police records/criminal cases against them. The vendor should make adequate enquiries about the character and antecedents of the persons whom they are deploying at 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.
- c) 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.
- d) The vendor will also ensure that the staff deployed are medically fit and will keep record of certificates of their medical fitness. The vendor shall withdraw such staff who are not found suitable by ICSI for any reasons immediately on receipt of such a request from ICSI.
- e) The transportation, food, medical and other statutory requirements in respect of each staff of the vendor shall be the responsibility of the vendor.
- f) 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.
- g) The vendor shall be required to keep ICSI updated about the change of address, change of the Management etc. from time to time.
- h) The vendor and/ or the staff 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 staff of the vendor.



- i) 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.
- j) In the event of failure and/or neglecting to perform any duties assigned to the vendor to the entire satisfaction of the Institute, the Institute shall have the right to have such duties and obligations performed and discharged by such vendor(s) as the Institute may deem fit and shall be entitled to recover from the vendor all costs and expenses incurred towards getting such work done from other vendor(s).
- k) 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.
- l) The vendor will ensure for getting proper license/permission from the concerned authorities wherever applicable.
- m) In the event of failure and/or negligence in performance up to the satisfaction of the Institute, the Institute shall have the right to have such duties and obligations performed and discharged by such other party/parties, as the Institute may deem fit, and shall be entitled to recover from the vendor all costs and expenses incurred towards getting such work done from other party/parties.
- n) 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.
- o) 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 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 the contract.
- p) 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.
- q) All statutory compliance applicable in regard to the service is to be ensured by the vendor. The vendor has to ensure at its own cost and risk that EPF, ESI, GSTN, Contract Labour License etc. and all other statutory licences and/or certificates related to this contract remains in force during entire period of the contract at ICSI. On failing to comply with this provision, it will attract the appropriate penalties and/or termination of the contract.
- r) The Vendor shall comply with all instructions, verbal or in writing, given to him by the authorized official of the ICSI from time to time. The Vendor will take all proper actions immediately after getting communications from ICSI.
- s) The Vendor will attend or report to the authorized official or Administration Department of the ICSI immediately, as and when directed. The vendor or its authorized representative will personally attend any meeting or discussion as per instructions from ICSI.
- t) 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

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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.

**9. GENERAL:**

- a. **Modification/variation in Terms of Contract:** ICSI reserves the right to modify or may bring some variation in the terms and conditions of the contract on mutually agreed terms, if it is found necessary due to any operational difficulty or any other genuine reasons.
- b. **Recovery:** Whenever under the contract through this tender, any sum of money is recoverable by ICSI from the party or / and payable by the party to ICSI, the ICSI shall be entitled to recover such sum by appropriating in part or in whole from the security deposit of the party. In the event of the security being insufficient or if no security has been taken from the party, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the party or which at any time thereafter may become due to the party under this or any other contract with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the party shall pay the ICSI on demand the remaining balance due along with penalty.
- c. **Dispute Resolution:** Any dispute, difference, controversy or claim ("Dispute") arising between the successful bidder and ICSI hereinafter jointly to be called "parties" and singularly as "party" out of or in relation to or in connection with the agreement/contract, or the breach, termination, effect, validity, interpretation or application of this agreement/contract or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorized official of the parties.
- d. **Arbitration:** If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall be referred to the Arbitration process. In the event of any dispute arising between ICSI and the vendor in any matter covered/ touched by this contract or arising directly or indirectly there from or connected or concerned with the said contract, the matter shall be referred to the sole arbitrator mutually appointed by 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.
- e. **Jurisdiction:** In respect of any dispute arising between ICSI and the vendor in any matter covered / touched this tender / contract or arising directly or indirectly there from or connected or concerned with the said contract, the courts at Delhi shall only have the jurisdiction.
- f. **Right to Black List:** ICSI reserves the right to blacklist a party / bidder for a suitable period in case such party / bidder fail to honour his bid without sufficient grounds or found guilty for breach of condition /s of the contract or guilty of fraud and mischief and misappropriation or any other type of misconduct on the part of party(s) / bidder(s). ICSI also reserves its right to black list the contractor by any indiscipline behavior or hooliganism by the contractor or any of its employee(s).
- g. **Confidentiality:** The successful bidder acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose

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disclosure to or use by third parties may be damaging or cause loss to ICSI will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The successful bidder agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to ICSI in divulging the information by the employees of the successful bidder, the ICSI shall be indemnified. The successful bidder agrees to maintain the confidentiality of the ICSI's information after the termination of the contract also. The successful bidder will treat as confidential all data and information about the ICSI /Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

- h. **Sub-Contracting:** The successful bidder will not assign or transfer and sub-contract its interest / obligations under this contract to any other concern / individual without the prior written consent of the ICSI.
- i. **Non-Exclusive Agreement:** The agreement between the ICSI and Service Provider is a non-exclusive agreement. The ICSI shall be free to enter into any such agreement with any other service provider during currency or the extended currency of this Agreement.
- j. **Statutory Compliance:** The successful bidder will be required to comply with all statutory obligations from time to time applicable to this contract.
- k. **Force Majeure:** 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, Pandemic, 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.

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.

- l. **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)

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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.

- m. **Compensation:** Without prejudice to the foregoing, the Vendor shall be accountable and responsible to compensate and pay damages to ICSI for any loss/ damage/ claim/ liability, whatsoever, caused either directly or indirectly by the Vendor, its staff or agents which may arise either out of negligence, fraud, misrepresentation, misconduct or material breach of this contract/ tender.
- n. **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 90 days.
  - (v) Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall be continued by the vendor during the period of the termination notice and the same must be satisfied / completed before the contract is terminated. The ICSI may also put in place any other vendor for carrying out the remaining work and expenditure incurred on same shall be recovered from the defaulting vendor.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the day and month and year first written above.

**FOR SERVICE PROVIDER**

AUTHORISED SIGNATORY

NAME:

DESIGNATION:

DATE:

In presence of

- 1.
- 2.

**FOR ICSI**

AUTHORISED SIGNATORY

NAME:

DESIGNATION:

DATE:

In presence of

- 1.
- 2.

*Y. K. Datta*

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**Format- Performance Bank Guarantee from a 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 ..... " (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 Contractor we \_\_\_\_\_ Bank Ltd., are holding in trust in favour of the Purchaser, the amount of Rs \_\_\_\_\_/- (Rs.----- only) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser 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 Purchaser, 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 Purchaser 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 Purchaser.
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 Contractor 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 Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.
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 Purchaser.
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

Authorised 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)  
Full name and official  
Dated..... Address (in legible letters)

Attorney as per power of  
Attorney No.....

*Upiti hall*

*SLP*