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**TENDER FOR EMPANELMENT OF VENDORS FOR PROVIDING
COURIER SERVICES FOR DISPATCH OF DOCUMENTS, STUDY
MATERIAL, PUBLICATIONS AND OTHER MATERIAL ON PAN INDIA
BASIS WITHIN THE PRESCRIBED TIMELINES.**

Tender No: ICSI/Admin/Courier (Misc.)/2025-26/114

(01st September, 2025 to 22nd September, 2025)



**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)



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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)

ICSI/Admin/Courier (Misc.)/2025-26/114

01 September, 2025

SUB: TENDER FOR EMPANELMENT OF VENDORS FOR PROVIDING COURIER SERVICES FOR DISPATCH OF DOCUMENTS, STUDY MATERIAL, PUBLICATIONS AND OTHER MATERIAL ON PAN INDIA BASIS WITHIN THE PRESCRIBED TIMELINES.

Important Date & Information	
Tender Publish Date	01 September, 2025
Tender Fee	Rs.1,180/- (Rs.1,000 /-+ 18% GST) (Rupees One Thousand One Hundred & Eighty Only)
Earnest Money Deposit (EMD)	Rs. 1,40,000 /- (Rupees One Lakh Forty Thousand only)
Last date and time for sending Pre-Bid Queries through email (*)	All queries have to be sent at Email ID: Ghulam.haider@icsi.edu by 2:00 PM till 08 September, 2025 .
Replies of Pre-Bid queries	If any, will be uploaded on the following website/portal on or after 11 September, 2025 by 1:00 PM at Institute's website www.icsi.edu
Last Date and Time for Submission of Bids	on or before 22 September, 2025 by 03:00 PM
Address for submission of Bids	The Institute of Company Secretaries of India, ICSI House, (Ground Floor Reception: Tender Box of Dte. of Purchase) C – 36, Sector – 62, Noida – 201309. Note: The technical bid soft copy (complete in all respect) is also to be submitted by the bidders through downloadable link and such download link is to be shared on the following email id: Praveen.ojha@icsi.edu Financial bid (soft copy) is not to be submitted by email till further notification.
Bid Validity	180 days from the date of opening of technical bids.
Date, time & venue of opening of Technical Bids	22 September, 2025 at 03:30 PM or any other date and time as notified later. The Institute of Company Secretaries of India, ICSI House, C – 36, Sector – 62, Noida – 201309 or any other location as notified later on.
Date and time of opening of commercial bids	To be intimated at a later stage, only to technically qualified bidders.
Contact details	Ghulam Haider, Deputy Director, (Tel. No. 0120-4522016) All pre-bid queries have to be sent Email id: Ghulam.haider@icsi.edu
Institute Website	www.icsi.edu

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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**THE INSTITUTE OF
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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)

ICSI/Admin/Courier(Study Material)/2025-26/114

01 September, 2025

SUB: TENDER FOR EMPANELMENT OF VENDORS FOR PROVIDING COURIER SERVICES FOR DISPATCH OF DOCUMENTS, STUDY MATERIAL, PUBLICATIONS AND OTHER MATERIAL ON PAN INDIA BASIS WITHIN THE PRESCRIBED TIMELINES.

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 another office at C-36/37, Sector — 62, Noida. 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" / "Institute" means THE INSTITUTE OF COMPANY SECRETARIES OF INDIA, New Delhi.
- ii) The "Contract" means agreement executed between the ICSI and Vendor for the purpose of **PROVIDING COURIER SERVICES FOR DISPATCH OF DOCUMENTS, STUDY MATERIAL, PUBLICATIONS AND OTHER MATERIAL ON PAN INDIA BASIS WITHIN THE PRESCRIBED TIMELINES.**
- iii) The words "Bid", "RFP", "Quotation", "Tender" to be read inter alia and the words have been used inter- changeably. Therefore, the words may be understood and interpreted correctly as may be best applicable.
- iv) The words "Contract", "Agreement", "Order" to be read inter alia and the words have been used inter- changeably. Therefore, the words may be understood and interpreted correctly as may be best applicable.
- v) "Bidder" or "Tenderer" means the Vendor/firm that is engaged in the business of providing **COURIER SERVICES FOR DISPATCH OF DOCUMENTS, STUDY MATERIAL, PUBLICATIONS AND OTHER MATERIAL ON PAN INDIA BASIS WITHIN THE PRESCRIBED TIMELINES** and applies in response to this notice inviting tender/bid.
- vi) "Vendor/ Service Provider / Courier Service / Courier Service Provider" to be read inter alia and the words have been used inter- changeably which means the successful bidder who is engaged by ICSI for providing **COURIER SERVICES FOR DISPATCH OF DOCUMENTS, STUDY MATERIAL, PUBLICATIONS AND OTHER MATERIAL ON PAN INDIA BASIS WITHIN THE PRESCRIBED TIMELINES**, through this tender process by entering the contract with the ICSI.
- vii) "Party" means ICSI or Vendor individually and "Parties" shall mean ICSI and Vendor collectively.
- viii) "Letter of Intent" means the communication of the intention of the ICSI to the Vendor for the award of work read with tender documents.
- ix) "Work Order" means the order placed by the ICSI to the Vendor signed by the authorized officer

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of ICSI including all attachments and appendices thereto and all documents incorporated by reference therein. Work Order along with the Letter of Intent if any and tender documents and the agreement constitutes the contract.

The Institute of Company Secretaries of India ("ICSI") proposes to empanel Vendors for providing courier services to the Institute. Sealed tenders are invited from experienced and reputed courier service providers having offices in Delhi / NCR areas for providing courier services to ICSI for dispatch of documents, study material, publications and other material, etc. on pan India basis within prescribed timelines on a two-bid system. Interested courier service providers / bidders having good reputation and experience in providing Courier services to Professional/Educational/PSUs Organizations as per the details given in Part 'A', 'B' & 'C' of the Tender Document may apply for providing the above services. The terms and conditions governing the instant Tender are as under:

PART 'A'

A: Instruction to Bidders

1. The Tender is invited on Two Bid system. The Tender Document can be downloaded from **01 September, 2025 to 22 September, 2025** (till 01:00 PM) from the website of the Institute (www.icsi.edu) or Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/epublish/app>) for which Bidder would be required to enclose a demand draft of **Rs. 1,180/- (Rs.1,000/- + 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. 1,180/- (Rs.1,000/- + 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** or **Central Public Procurement Portal (CPPP): <https://eprocure.gov.in/epublish/app>** will be treated as authentic and correct. **Bidders irrespective of their registration with NSIC/MSME have to submit the requisite fee towards the cost of Tender.**

2. Earnest Money Deposit (EMD)

- i. Every bidder has to make a deposit of Earnest Money (EMD) of **Rs.1,40,000/- (Rupees One Lakh Forty Thousand only)** in the form of Demand Draft from any of the nationalized/Scheduled bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi. The bidder can also make online payment of the EMD using following online link: "<https://apps.icsi.edu/TenderApp/>" and enclose the receipt of online payment generated by the system with the bid.
- ii. Tenders received without the prescribed Earnest Money Deposit (EMD) shall not be entertained and shall be rejected summarily.
- iii. The EMD of the successful bidder can either be converted as part of the performance security on request of the bidder or will be refunded after receipt of Performance Guarantee/Security. In case

the selected bidder/Vendor opts to convert the EMD to be part of the performance security, balance amount towards the performance security is to be submitted by the selected bidder / Vendor with the ICSI in the form of bank guarantee from 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.

(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 unjustified reasons e.g. misleading or wrong information in the Bid, violation of the terms and conditions of the Tender, involvement in forming ring/cartel, submission of multiple bids in different names etc.*
3. The sealed tenders are to be submitted in prescribed format on the bidder's business letter head duly stamped, signed and dated on each page of Part 'A' & 'B' and 'C' as a token of the bidder's unconditional acceptance to the terms prescribed by the Institute. Details/supporting documents wherever applicable, if attached with the tender must be duly authenticated by the bidder. No over- writing / cutting shall be accepted unless authenticated with full signature of the bidder. ICSI shall reserve its discretion to decide on authenticity/ validity of the over-writing without prejudice to its any other right. **Each and every page of the Tender document has to be signed, stamped and submitted with the Tender by bidder.**
4. **Bid Submission:** Each bidder shall submit the tender in three separate sealed envelopes:
- (i) EMD & Tender Fee is to be put in **envelope No. 1** (please mark the envelope as "**No.1 – EMD & Tender Fee**"),
 - (ii) Part 'A' & 'B' including Form I (Annexure A), Form II(a) & II(b) (Annexure B1 & B2), and Form III (Annexure C), Annexure E, Annexure F and Annexure G along with all requisite documents is to be put in **envelope No. 2** (please mark the envelope as "**No. 2 – Technical Bid**",
 - (iii) Part 'C' (Annexure D) only is to be put in **Envelope No. 3** (Please mark the Envelope as "**No.3 – Financial Bid**"). All the sealed envelopes bearing No. 1, 2 and 3 are to be put in main envelop i.e. **Envelope No. 4.**

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

The sealed tender envelope duly super scribed, "TENDER FOR EMPANELMENT OF VENDORS FOR PROVIDING COURIER SERVICES FOR DISPATCH OF STUDY MATERIAL, PUBLICATIONS AND OTHER MATERIAL ON PAN INDIA BASIS WITHIN THE PRESCRIBED TIMELINES due on September 22, 2025" should be addressed by name to the **Secretary**, ICSI and sent at the Institute's address given below either by registered post/speed post/courier or by dropping in the tender box placed at Ground floor of Institute's Headquarter at its Noida office address as mentioned below & should reach on or before **03:00 PM on September 22, 2025**.

Address:

Secretary

The Institute of Company Secretaries of India

ICSI House, C-36, Sector - 62, **(Ground Floor: Tender Box of Dte. of Purchase)**

Noida 201309

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 22 September, 2025 at 3:30 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) and / or Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/epublish/app>) No separate communication will be sent in this regard. **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 will be the following working days at appointed time and venue, however it 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 has 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 must have not been 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 based on such credentials, ICSI may reject the candidature of the bidder without assigning any reason. In such case(s) the Financial Bid shall not be opened for that 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. The bidder must quote rate inclusive of all i.e., cost services or any other arrangement required to be available for providing effective service as per terms of the contract, statutory taxes and duties except GST which is to be shown separately as per the financial bid format.
13. Incomplete bids shall be rejected outrightly. No alterations, amendments or modifications shall be made by the Bidder in the Tender documents and if any such alterations are made or any special conditions attached, the bid shall be liable to be rejected at the discretion of the ICSI without reference to the bidder. Tampering 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.
14. 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.
15. 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.
16. 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.

17. 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.
18. The Institute reserves the right to reject the lowest and /or all other offers or accept any bid without assigning any reason and the decision of the Institute shall be final. Institute reserves the right to amend/modify the tender document.
19. Conditional tenders will not be accepted and will be summarily rejected.
20. Institute reserves the right to offer the same type of job/services to more than one Service Provider.
21. Eligibility Criteria:

S. No.	Particulars	Response Yes/No	Supporting Document Reference with Page No.
(i)	The bidder shall be a company incorporated, registered under the Indian Companies Act, 1956 or Companies Act, 2013. Self-attested copy of Certificate of Incorporation / Copy of Registration Certificate (s) to be enclosed. There shall be courier services as its main/ancillary services included in "Object Clause" of MOA.		
(ii)	Board Resolution certified by the CEO/MD or Company Secretary of the bidder or Authorization Letter issued by the CEO/MD of the bidder in favour of the Authorized Signatory of the bid on behalf of the Bidder. Original Authorization Letter or certified copy of the board Resolution to be enclosed.		
(iii)	Average of the annual turnover of the bidder for each year of the last 3 years (FY 2021-22, 2022-23, 2023-24) must not be less than Rs. 100.00 Lakh (Please attach self-attested copy of Audited Annual Report FY 2021-22, 2022-23, 2023-24 to this effect)		
(iv)	The bidders must have experience in similar business for not less than three (03) years. Please attach self-attested copy of work order/completion certificate in support of the bidder's submission.		
(v)	The bidder must have at least Five(5) clients to whom similar service is provided, out of which minimum two (2) should be Central Government/State Government/ Public Sector organizations/Autonomous Bodies/ Statutory Bodies, Business house. Self-attested copy of the contract or work order to be enclosed.		

(vi)	Escalation matrix up to the level of CEO to be provided. Details on business letter head of the bidder to be enclosed.		
(vii)	The bidder must have full-fledged operational office in Delhi/NCR (please attach documentary proof such as business license, electricity bill or any other document issued by authority which establishes claim of the bidder)		
(viii)	Submission of Tender Fee		
(ix)	Submission of EMD or valid NSIC / MSME certificate/document		
(x)	PAN (Please attach self-attested photocopy of the documentary proof to be submitted)		
(xi)	GSTIN Code (Enclose self-attested photocopy)		
(xii)	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).		
(xiii)	The Bidder who has refused to continue or sign the agreement in past five years for any contract awarded by ICSI, will not be eligible to participate in this tender. The bidder who has been terminated during the contract period due to unsatisfactory performance will also not be eligible to participate in this tender. Declaration from Authorized Signatory on the Bidder's Business Letter Head to be enclosed.		

22. Mandatory Requirements:

The following is the list of the mandatory requirements that need to be fulfilled/ provided by the bidder as part of the bid response:

S.NO.	Criteria	Documents to be provided
(i)	The bidder should have adequate Infrastructure including trained/experienced personnel and manpower to carry out the activity intended to be provided through this tender.	Undertaking on letter head duly signed and stamped by the Company Chief Executive or any authorised person by the Chief Executive

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(ii)	The track record of the bidder should be clean, and it should not have any involvement in dispatch of illegal articles or frauds. Tenders without declaration on letter head to this effect would not be considered.	Undertaking on letter head duly signed and stamped by the Company Chief Executive or any authorised person by the Chief Executive
(iii)	The bidder should have email setup and/or online customer care service in their offices/ hub to resolve complaints/queries over internet or email.	Details of email setup and/or online customer care service in their offices/ hub on letter head duly signed and stamped by the Competent Authority
(iv)	The bidder must have its unique full-fledged operational website/web-portal in their name. Websites only with home/index page will not be treated as genuine website. Website must be able to offer online tracking facility and detailed parcel flow.	Details of full-fledged operational website / web-portal in their name on letter head duly signed and stamped by the Competent Authority
(v)	The bidder should have proper licenses from appropriate Authority / under the applicable Law and other required licenses and documents to carry out this activity. Bidder must be able to provide all documents to Institute on demand as and when required.	Self-attested copies of proper licenses from appropriate Authority / under the applicable Law and other required licenses and documents to carry out the activity
(vi)	The bidder should have establishment in Delhi / NCR working 24 hours a day on all 365 days in a year to facilitate dispatch of deliverables on Institute holidays as well as late hours in the night. The bidders must have adequate infrastructure for dispatching, delivering and reverse pick up of the shipments on PAN India basis in all the Indian States, the State Capitals and major cities, towns and districts across the Country including Union Territories.	Undertaking on letter head duly signed and stamped by the Company Chief Executive or any authorized person by the Chief Executive
(vii)	The bidder must have integrated SMS facility to alert addressee at least two stages, i.e. while picking up from origin and delivering to the consignee).	Undertaking on letter head duly signed and stamped by the Company Chief Executive or any authorized person by the Chief Executive

23. Scope of Work :

- (i) Courier Agency should have establishment in Delhi/ NCR working 24 hours a day to facilitate dispatch and delivery of consignment/shipments, Single Point of Communication (SPOC) and escalation matrix therefor. Particulars of the same shall be shared with the Institute (ICSI).
- (ii) Courier Agency shall have to provide online tracking information on a real time basis for all ICSI consignments/shipments through internet site/website. Courier Agency should have online tracking information system regarding exact location of the consignment in transit and POD in case of delivery as per the best practices of the industry.
- (iii) Courier Agency, at its own cost, shall be require to –
 - (a) collect material from the designated place of ICSI or otherwise, for onward dispatch and delivery to the recipient of consignments on DOOR-TO-DOOR-DELIVERY basis;

- (b) Provide, for each consignment so collected, unique and separate Airway Bill Number (AWB No.) / Dispatch number/ Consignment Number or Docket Number, by whatever number it be called for;
 - (c) arrange for loading / unloading of material wherever required;
 - (d) exercise utmost care with respect to the safety, security and timeliness while handling material for dispatch; timely delivery and its observance by one and all in the logistics channel of the Vendor ;
 - (e) ensure delivery of material to the intended recipients within the timelines as per the dispatch schedule or Transit Time (TAT) and to provide Proof of Delivery (POD) for each consignment in due course of business or as required by the ICSI;
 - (f) provide online tracking of each consignment for real time status and also to provide a mechanism for tracking of any consignment or for date-wise, AWB No.-wise single or multiple consignments by ICSI in real time basis;
 - (g) maintain historical data of each consignment and also maintain secrecy and security of data or information gathered by the courier agency at all times during course of business;
 - (h) providing consignment booking documents or AWB No. or POD or other supporting documentation to the ICSI wherever required in the normal course of business or in the course of legal / commercial / Arbitral/ Mediation Proceeding at court of law or other forum or as required by the ICSI;
 - (i) provide such information as may be required by the ICSI in the course of any judicial / extra-Judicial or other legal proceedings;
 - (j) raise its bill on a monthly basis and not to seek any advance money for any services and not to ask for any amount upfront or on delivery from any person in any circumstances ;
 - (k) follow best practices in the industry to serve the Institute in the most effective and efficient manner.
 - (l) Follow, acknowledge and act on the instructions of the Institute as given to the Vendor from time to time.
- (iv) Courier Agency shall depute dedicated staff for coordination with the consignee(s) via phone, message or any other mode for timely and smooth delivery of consignments to the recipients so that the consignment shall not be returned undelivered. In case any recipient of consignment is not available in ordinary course of business, the same shall be contacted over phone/ message and all-out efforts shall be made for delivery of the consignment. In the remote possibility of non-availability of recipient of the consignment, the fact shall be brought to the notice of the Institute for its delivery.
- (v) The institute will provide soft copy of the data of consignee(s) in Excel or any other format. Courier Agency will provide the data with AWB/Docket No. with transit time (TAT) through email, pen drive or any other agreed media and affix AWB labels/stickers containing address etc. of consigner/ consignee in legible printing to be affixed on the pack of material for dispatch.
- (vi) The Proof of Delivery (POD) data should be provided to the Institute within the stipulated time, i.e., as given in the delivery schedule (TAT). Courier Agency should adhere to the Data Sharing Policy of the ICSI according to which absolute secrecy shall be maintained and no data should be shared with any other unauthorized person or third party without written consent from ICSI, else it would be liable for appropriate legal action as ICSI deems it fit and would attract penalty and legal action.
- (vii) Courier Agency must provide MIS in excel or other agreed format for deliverables including returned/delivered/undelivered, etc. for each batch of dispatch and month-wise or as required by the Institute and the Soft copy MIS must be provided along with the invoice or as instructed by the authorized officer of the Institute from time to time.
- (viii) Courier Agency shall arrange to collect the material at its own expenses on daily/weekly/monthly basis or as advised by Institute from time to time from offices of the Institute and deliver the same "door-to-

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door basis" to the consignee within the agreed TAT (Transit-Time).

- (ix) The service provider will have to provide the service of reverse pick-up facility on all PAN India basis from all the Indian States, the State Capitals and major cities, towns and districts across the Country including Union Territories.
- (x) On the instructions of the Institute, the Courier Agency shall arrange to collect the material, at its own expenses, from any person(s) on behalf of ICSI on the same day and arrange for its delivery to the ICSI or others as per the TAT. Reverse Pick-up Charge, in addition to the normal freight charges agreed upon, may be allowed by the ICSI on the material other than envelopes or the packets weighing more than 500 Grams. Courier dispatch number / Airway Bill Number shall immediately be issued to the sender at the time of pickup of material for onward dispatch and no money shall be charged from the sender.
- (xi) Reverse pickup charges at the agreed rate shall be allowed by the institute on all materials excluding (a) envelopes weighing upto 500 grams; and (b) the pack of material for dispatch weighing upto 500 Grams. in such cases, normal freight as per the approved rate shall be allowed. Service Provider shall make arrangements for reverse pickup as per the Instructions of the Institute irrespective of its weight.
- (xii) Applicable Fuel surcharges would be paid only in respect of consignments sent by Air Movement mode. No fuel surcharge would be paid in respect of consignments sent by surface Movement mode.
- (xiii) Timing for pickups, reverse pick-ups to be decided by the Institute on mutual consultation and convenience. Normal time for collection of material should be within the office timings of the Institute, i.e., between 9:00 AM to 5:30 PM. However, the Courier Agency shall collect material beyond the above time on the requirement of the Institute. Courier Service provider shall make all out efforts to make deliveries, as far as possible, within the business hours of the consignee(s).
- (xiv) The Courier Agency / Service Provider shall make arrangement for Transit Insurance to transport all consignment/ shipments / docs/ parcels/ boxes of the Institute to its intended recipient or stakeholders and vice-versa. The Institute will not reimburse such a cost.
- (xv) Courier Agency's authorized officials should meet the authorized personnel of the Institute periodically or as and when called upon to review the performance of service of Courier Agency.
- (xvi) Courier Agency should provide Proof of Pickup and / POD for each pickup and delivery. No parcels/ packets will be allowed to be taken out of Institute's premises without POD/ pickup challans.
- (xvii) Secrecy, Security, safety and timelines are the essential and crucial elements of the services provided by Courier Agency. The Courier Agency shall arrange a closed vehicle for collection/ delivery of material other than envelopes for all times.
- (xviii) Institute reserves the right to alter the allocation of quantum of work among various empaneled Vendors/ Courier Service Providers at its discretion.
- (xix) Courier Agency shall collect the material, at its own expenses, from the designated person(s) same day from different location(s) as instructed by the authorized officer(s) of the institute without charging any money from such person(s), issue AWB No. and deliver the same material intact to the consignee within the TAT.
- (xx) Material handed over to Courier Agency in connection with pick up/ delivery are the most important

material, requiring utmost security, safety and timelines in the process of entire activities right from pick to handling to delivery to the correct and intended person/ consignee.

- (xxi) Delay in delivery, Wrong delivery, Returned undelivered, mishandling, delivery in mutilated condition, missing consignment, pilferage, stolen, tempering with packs or loss to the Institute in any form on account of the act or abstain to act diligently, non-compliance or non-adherence of the Instructions of the authorised person(s) of the Institute will entail penalties and / or legal action as per the law time being in force.
- (xxii) Courier Agency will ensure that the packets/ parcels are delivered against full signatures, and mobile and telephone numbers of the consignee only on the consignment note. Proof of delivery for each consignment shall be maintained by the Courier Agency. The undelivered packets / parcels shall be delivered back to the Institute.
- (xxiii) Proof of Delivery (POD) evidencing delivery of material to the addressee, Regular submission of PODs by Courier Agency alongwith their bills will be pre-requisites before processing the bills for payment. Bills will not be considered for payment, if supporting PODs in respect of all consignments are not submitted alongwith the bills at the end of the month or as instructed by the Institute's authorised officer.
- (xxiv) It shall be the absolute responsibility of Courier Agency, once the packets are handed over to Courier Agency's authorised representative duly packed to ensure that their contents are not tampered with in any manner whatsoever and the packets are not misplaced, lost or stolen or remain unattended at any stage.
- (xxv) Courier Agency should confirm to hold all valid licenses, registration and permissions that are required under the applicable laws for carrying out the activity as outlined in the Tender Document or the Work order.
- (xxvi) Courier Agency should comply with applicable Union, State and local laws, ordinance, regulations in performing its obligations including the procurement of licenses, permissions, certificates, etc. payment of taxes, if required.
- (xxvii) The schedule of delivery of the consignment / Transit Time (TAT) for various locations would be as under:

Delivery Schedule (Maximum Limit) – For Surface Movement (Non-Air)				
Zone	Delhi / NCR	Northern Region (*) [except Delhi-NCR]	Metro cities (**) [except Delhi]	Rest of India
No. of Days	02 - 04 days	04 - 06 days	06 - 08 days	9 - 12 days

Delivery Schedule (Maximum Limit) – For Air Movement				
Zone	Delhi / NCR	Northern Region (*) [except Delhi-NCR]	Metro cities (**) [except Delhi]	Rest of India
No. of Days	Not Applicable	1-3 days	1-3 days	1-3 days

(*) Haryana, Punjab, Rajasthan, Jammu, Kashmir, Ladakh, Chandigarh, Himachal Pradesh, Uttarakhand and Uttar Pradesh *except* hilly terrain of Himachal Pradesh, J&K, Ladakh & Uttarakhand.

(**) Kolkata, Chennai, Mumbai, Hyderabad, Ahmedabad, Bangalore and Pune.

- (xxviii) Service Provider must provide MIS in excel format for deliverables with respect to returned/ delivered/ undelivered articles, etc. on regular basis along with the invoice or as instructed by the authorized officer of the Institute till the consignment is delivered.
- (xxix) The Service Provider shall be responsible for loss of consignment sent through them and shall be liable to compensate the Institute in monetary terms as may be decided by the Institute. Compensation, if any, will be recovered from the bills of the Service Provider and/or by forfeiture of EMD.
- (xxx) SMS facility in place for keeping the consignee & consigner informed about the status of the transit /Delivery of the consignment. The Service Provider must provide integrated SMS facility to alert addressee at every stage (at least two times i.e. while picking up from origin, and delivery to consignee).
- (xxxi) The service provider will have to return the non-delivered consignments (with valid reason and to be informed to the sender to confirm the importance of shipment) and / or consignment which are abnormally delayed to the ICSI within stipulated time as per instruction of the authorised official of the ICSI.
- (xxxii) No parcels/ packets / consignment shall be taken out of Institute's premises without Docket / pickup challan(s). Separate Docket / pickup challan shall be issued for each packet / consignment.
- (xxxiii) Dedicate account on the website of the service provider for ICSI shall be made by the service provider / Courier Agency for – (a) real time status of all the consignments / reverse picks, w.r.t. its delivery or current position; (b) its daily, weekly, monthly / quarterly / six monthly or annual reports statement containing delivery status, weight, freight, etc. and the invoice with POD. The status of all docket / AWB No. shall be updated in such dedicated account within 12 hours of pickup of the material. Credentials of such dedicated account on the website of the service provider shall be provided to the authorized person of the ICSI.

24. Bid Evaluation:

(i) Technical bids Evaluation Criteria:

- The Bidder should fulfill the eligibility criteria for bidding as mentioned in the document. The Bidder who does not qualify those criteria may not be evaluated further and rejected at this point itself.
- The bidders will be awarded marks based on the technical competencies, financial strength, infrastructure, experience in similar services as per the following Technical and Infrastructure Evaluation Matrix:

S. No.	Proficiency Criteria	Maximum Marks	Marks Distribution Criteria
1	No. of years in existence as on the issue date of the tender	10	<ul style="list-style-type: none">10 years or > 10 years = 10 marks5 years or > 5 years but < 10 years = 6 marks3 years or > 3 years but < 5 years = 2 marks
2	Number of ongoing Contracts	10	<ul style="list-style-type: none">5 or > 5 = 10 marks3 or > 3 but < 5 = 6 marks1 or > 1 but < 3 = 4 marks
3	Number of contracts executed in past 5 years	10	<ul style="list-style-type: none">5 or > 5 = 10 marks3 or > 3 but < 5 = 6 marks1 or > 1 but < 3 = 4 marks
4	Profitability (only Net Profit will be evaluated)	10	<ul style="list-style-type: none">> Rs.20 Lakh = 10 marks> Rs.10 Lakh but < Rs.20 Lakh = 5 marks> Rs.5 Lakh but < Rs.10 Lakh = 2 marks
6	Turnover of the Company for the immediate previous financial year	20	<ul style="list-style-type: none">> Rs.400 Lakh = 20 marks> Rs.200 Lakh but < Rs.400 Lakh = 15 marks> Rs.150 Lakh but < Rs.200 Lakh = 10 marks> Rs.100 Lakh but < Rs.150 Lakh = 5 marks
7	Paid up Capital of the Company	10	<ul style="list-style-type: none">> Rs.1 crore = 10 marks> Rs.50 Lacs but < Rs. 1 crore = 5 marks> Rs.25 Lacs but < Rs.50 Lacs = 3 mark
8	Presentation on understanding of scope of work, coverage of service area PIN Codes as per the latest list of PIN Codes, technology platform for tracking, SMS Integration, interactive and dynamic website, proactive approach for smooth functioning and quality assurance of the deliverables	25	Will be given by the ICSI Technical Evaluation team after the Presentation.
9	ISO certification	5	<ul style="list-style-type: none">With ISO certificate = 5 MarksWithout ISO certificate = Nil

Bidders must submit relevant documents with respective page number as per details mentioned in Annexure – E, against the above parameters so that they attain maximum marks.

Minimum Qualifying Score: The minimum qualifying score in the technical evaluation is 40 (out of 100).

(ii) Financial-Bid Evaluation

The Financial-Bid evaluation will be done only for those bids which are responsive, and which have a Final Technical Score of at least 40 marks.

- a. Financial bids of only those Bidders will be opened who qualify in the technical and infrastructure bids evaluation process. The date, time and venue for opening the financial bids will be intimated to the technically qualified bidders only;
 - b. The Institute shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers, including those received late or incomplete offers without assigning any reason whatsoever. ICSI reserves the right to make any changes in the terms and conditions of the work. ICSI will not be obliged to meet and have discussions with any bidder, and or to entertain any representations.
 - c. Institute shall arrive at a benchmark rate (operative rates) which will be derived based on the L1 rates quoted by the bidders for each category/item. Institute shall offer this benchmark rates (operative rates) to all empaneled service providers. The empaneled service providers who ever accept this benchmark rates (operative rates) shall be entrusted to provide the service to the Institute. However, Institute reserves the right to alter the allocation of quantum of business among various empaneled service providers based on performance, service quality and infrastructure at its discretion.
 - d. Any bidder who puts any condition in the financial bid will be disqualified from the bidding process without any further reference to the bidder. Financial bid submitted in unsealed cover along with technical bid in violation of bid submission process will also attract disqualification of the bidder from the bidding process. Indication of price anywhere in the technical bid also will disqualify the bidder. In both the above mentioned non-compliances by the bidders the EMD amount will be forfeited.
 - e. The Institute also reserves the right to revise, reduce or increase the scope of work mentioned in this tender without assigning any reason at its sole discretion and the decision of the Institute will be final and binding on all concerned.
 - f. The Institute reserves the right to benchmark the rates and offer the contract to the lowest bidder. The Institute reserves the right to reject any bid and to resort to Reverse Auction if found necessary, the Institute may at its sole discretion decide the bidders to be invited for such reverse auction. Decision of ICSI shall be final.
25. All costs and expenses incurred by Bidders in any way associated with the development, preparation, and submission of bid / responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by ICSI to facilitate the evaluation

process, and in all such activities related to the bid process, will be borne entirely and exclusively by the bidder.

26. **Bid Validity:** Price quoted must be valid for at least 180 days from the date of opening of bid. Institute may extend the validity of Bid in the concurrence of the Bidder for a further period of 90 days or more as per the requirement.
27. The Institute reserves the right to accept or reject any or all the tenders including the lowest tender(s) without assigning any reason at its sole discretion. The Institute also reserve its right at its sole discretion to cancel the whole tender process at any stage but before issuing the order without assigning any reason whatsoever without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the ICSI's action. The decision of the Institute will be final and binding on all concerned.
28. At any time prior to the last date for receipt of Bids, the ICSI, may, for any reason, whether at its own initiative or in response to a clarification requested by the Bidders, modify the Tender documents by issuing an addendum/corrigendum. Any such amendment issued along with the original Tender document will constitute Revised Tender Documents. The addendum/corrigendum will be uploaded on the ICSI website. The Bidders are requested to visit the website frequently to check for any of the decision of ICSI on the need for any modification shall be final and binding on all.
29. In order to afford prospective bidders reasonable time to take the Corrigendum into account in preparing their bids, ICSI may, at its discretion, extend the deadline for submission of bids.
30. Any Corrigendum, Clarifications etc. shall be binding on the Bidders and shall be given due consideration by them while they submit their bids.
31. The ICSI may at any time during the bidding process but before opening the technical/commercial bid request the Bidders to submit revised Technical / Commercial Bids and/or Supplementary Commercial Bids, in case of change in Scope of Work, without thereby incurring any liability to the affected Bidder or Bidders.
32. In case of any work for which there is no specification given in the tender but the same is essential for the job / work mentioned in Tender document, such work shall be carried out in accordance with the directions of the ICSI without any extra cost to the Institute.
33. That it is expressly understood and made clear to the Bidders that its employees, staff, agents, representatives etc. or any other person directly or indirectly employed by him shall not be employee / officer of the ICSI for any purpose and in no case, there will be any relationship of Employer & Employee, implicitly or explicitly between ICSI and Bidder or its employees, staff, agents, representatives etc. or any other person directly or indirectly employed by him. None of such person of the Bidder shall have any right to claim anything against the ICSI.
34. All the Bidders automatically agree with ICSI for honoring all aspects of fair-trade practices in executing the works assigned by ICSI.

35. The ICSI may by notice in writing blacklist the Service provider for suitable period in case it found guilty of breach of condition(s) of the tender, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Vendor or by its partner or staff or agent.
36. This invitation for tender does not commit ICSI to award a contract. Further, no reimbursable cost maybe incurred in anticipation of award.
37. No binding legal relationship will exist between any of the Bidders and ICSI until execution of a contractual agreement.
38. Bidder should have all necessary patents, license rights and other proprietary rights required in respect of any device, software, online platform or method used by it for completing the service executed through the Work Order. Bidder shall indemnify and hold ICSI harmless from and against any liability, penalty, cost or expense suffered or incurred as a result of Bidder failing to comply with this obligation.

B: Terms and Conditions of the Contract:

1. Duration of Contract

Duration of contract will be of three years from the date of execution of the Agreement subject to quarterly appraisal and review by ICSI and in case the jobs performed are not found to be satisfactory, the contract shall be terminated by giving notice of one month by ICSI. The service provider will be kept under trial period of 3 months and if found satisfactory, the contract will be continued for the balance period of 3 years, which may be extendable for a further period of two (02) years on year-to-year basis beyond the initial period of contract of 3 (Three) years at the discretion of ICSI on the mutually agreed rates and same terms & conditions. The Service Provider shall not have any right to claim renewal or extension of the contract. The Contract can be cancelled by the ICSI by giving one months' notice in writing without assigning any reason whatsoever.

2. The contract can also be terminated by the Service Provider for any justified reason, with an advance notice of three months failing which, the Service Provider shall be liable, to pay damages besides forfeiture of security deposit. The termination of contract shall not affect the work order already undertaken by the Service Provider.
3. The contract intended to be awarded through this tender, is for empanelment of service providers hence, on unsatisfactory performance of any of the Service Provider, the Institute may offer the work to any other empaneled service provider. Contract may be extended for a further period of two (02) years beyond the initial three-year period of the contract on year-to-year basis on the mutually agreed rates and same terms & conditions.
4. On awarding the contract the service provider has to sign an agreement with the Institute within ten days of submission of performance security deposit as per tentative format provided as **Annexure F**.
5. **Institute reserves the right to offer / assign the same type of job/services to more than one Service Provider. No Service Provider shall have any right into the matter.**

6. Applicable Fuel surcharges would be paid only in respect of consignments sent by Air mode. In respect of consignments sent by surface mode no fuel surcharge would be paid.
7. In case the service provider is not capable of extending the required facility at all the destinations/service area due to any reason, it should arrange alternative mode to ensure dispatch of study material to those destinations **through their own logistics network within 15 working days from the generation of dispatch advice**. Hence, the responsibility of dispatch and delivery of consignment to any destination will solely be on account of the service provider.
8. The intended service through this tender is provided for Main Stores HQ Noida. However, if required the empaneled service provider will be required to provide the same at same rates and terms & conditions at all other ICSI Offices.
9. **Performance Guarantee / Security:**
 - 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 - G**) 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 fulfillment 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.

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- 10. Payment:** Payment will be made for the invoice raised by the Service Provider on monthly basis at the end of each month for the preceding month within 45 working days after submission of certified tax invoice / bills together with the PODs, subject to appropriateness of the bill / invoice :
- (i) The Service Provider has to submit monthly invoice in triplicate towards the Services rendered in the previous month to the ICSI together with the PODs. The Service Provider should provide correct PAN, duly operational 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 Service Provider all due amount as per the invoice, that are not the subject to bona fide dispute. The bills shall be verified by the concerned officer and approved by the competent authority by the ICSI and subject to compliance of all statutory provisions by the Service Provider as applicable to the service availed through this tender.
 - (ii) All the payments shall be made by the ICSI through ECS mode and the Service Provider will provide their ECS mandate for the release of the payment. 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 on the date of invoice submission and/or payment date.
 - (iii) Payment of any kind what-so-ever will not be made to the Service Provider except the one mentioned in the related work order/tender.
 - (iv) No advance money shall be payable by ICSI to the Service Provider in any circumstances under this contract. However, in the exceptional circumstances or owing to undue delay in processing of invoice due to any reason, part payment, as decided by the ICSI, may be released to the Service Provider against the pending invoice(s) / delivered services. The Service Provider shall have no right to claim part payment against any invoice on any ground.
- 11. Timeline:** Time is the essence of the contract. The successful bidder will have to provide the service as per stipulated timeline as per instruction of ICSI, failing which the Institute will cancel the service order issued to the successful bidder. In case of failure to supply the services of the ordered quantity / specifications / quality within the time schedule and at the agreed rates, the Institute shall have right to purchase the same from the market at the prevalent rate and the difference between the agreed price and purchase price would be recovered from the Service Provider. Further, if the supplied services are not in accordance with the Purchase / Work Order, then the Institute reserves the right to reject the whole lot or accept, whole or part supply, at less than the agreed / market price. Any loss to the Institute on this account shall be recovered from the Service Provider.
- 12. Penalty:** The Service Provider and / or the employees of the Service Provider shall be held responsible for fraud, mischief, misappropriation or any other type of misconduct or breach of condition on the part of bidder or his employee.
- (a) In cases, where ICSI has to incur monetary loss for any established negligence on part of the Service Provider / Courier Agency, the loss shall be made good by the Service Provider / Courier Agency. ICSI shall realize the amount from the pending bills or by raising claims and / or appropriation of performance security.

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(b) In case of non-compliance with the contract, the ICSI reserves its right to Cancel/ revoke the Contract; and/or to make the loss good to ICSI by the Service Provider / Courier Agency and /or its employees responsible for guilty of fraud, mischief, misappropriation, any other type of misconduct or breach of condition or established negligence on the part Service Provider / Courier Agency or its employee. Apart from it, the ICSI may impose penalty :

i. **Penalty for Delay delivery of Consignment:** The competent authority of the ICSI may impose penalty as it finds appropriate on case-to-case basis, as mentioned below based on the damage or loss or any other inconvenience incurred to ICSI, including stopping the payment of bills of respective service, if Service Provider fails to provide the desired service or making delay in providing services or not able to provide services up to the satisfaction of ICSI. Prompt, time-bound safe and secure delivery of the consignments is of prime importance and penalty will be levied for delay :

- a. Rs. 500 per article for delayed beyond 15 days but up to 25 days of its date of dispatch;
- b. Rs. 700 per article for delayed beyond 25 days of its date of dispatch.

ii. **Penalty for Deficiency of Service or Misconduct or Breach of Condition of Contract:** :

The competent authority of the ICSI may impose penalty as he finds appropriate on case-to-case basis, for the instances where the Service Provider / Courier Agency or its employees found guilty of fraud, mischief, misappropriation or any other type of misconduct or breach of condition(s) or deficiency of service on the part of Service Provider / Courier Agency or its employees :

- a. $\frac{1}{2}$ 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;
- b. 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;
- c. 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.
- d. 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, forfeiture of security deposit / EMD and claim damages.

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

13. **Compensation:** Without prejudice to the foregoing, the Service Provider 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 Service Provider which may arise either out of negligence, fraud, misrepresentation, misconduct or material breach of this Agreement.

14. 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. The Institute will have the right to drop any Service Provider from the empaneled list without assigning any reason whatsoever. Institute also reserves the right to modify the term and conditions for empaneled agencies.
- c. **Independent Contract & Relationship between the Parties:** The relationship of the Service Provider to the ICSI under this Agreement shall be that of an Independent Party. There is no agency relationship between the Parties. The acts/performance and actions taken by either party in furtherance of their respective activities of operation shall not bind the other except to the extent provided under this Agreement. The acts performed and action taken by either party that do not fall under the Agreement shall have binding effect on the other to the extent they are reduced to writing and the prior consent of the other party is obtained.
- d. That it is expressly understood & agreed between the parties to this Agreement that the personnel(s) employed / hired / engaged (permanent / regular / casual / contractual / temporarily / daily wager or whatever be the status / name) by the Service Provider directly or indirectly for the execution of work as provided under this Agreement, shall not be employee / officer of the ICSI for any purpose. None of such person(s) of the Service Provider shall have any right to claim anything against the ICSI.
- e. **Recovery:** Whenever under the contract through this tender, any sum of money is recoverable by ICSI from the Service Provider or / and payable by the Service Provider to ICSI, the ICSI shall be entitled to recover such sum by appropriating in part or in whole from the security deposit of the Service Provider. In the event of the security being insufficient or if no security has been taken from the Service Provider, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Service Provider or which at any time thereafter may become due to the Service Provider under said or any other contract with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the Service Provider shall pay the ICSI on demand the remaining balance due along with penalty.
- f. **Right to Black List:** ICSI reserves the right to blacklist a party / bidder for a suitable period under the following circumstances:
 - i. Giving false, misleading or fake information / document in the bid;
 - ii. Withdrawing the bid after opening of the Financial bids;
 - iii. Refusal to accept Purchase / Work Order at the quoted prices;
 - iv. Failure to supply goods of the ordered quantity / quality / specifications at the agreed rates within the time schedule;

- v. Adoption of any unethical or illegal practices;
- vi. any indiscipline behavior or hooliganism by the bidder or any of its employee(s) any other justified reason;
- vii. Any other justified reason.

EMD / Performance Security of black-listed Bidder shall be forfeited after giving him an opportunity of being heard. The decision of the ICSI shall be the final and binding. The Black listed Service Provider shall not be eligible for issuance of any tender document / invitation to quotations or to participate therein subsequently during the period of black listing.

- g. **Confidentiality:** The Service Provider acknowledges that all material, consignment and information which has and will come into its possession or knowledge in connection with this bidding process or the performance of the work order 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 Service Provider 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 Service Provider, the ICSI shall be indemnified. The Service Provider agrees to maintain the confidentiality of the ICSI's information after the termination of the contract also. The Service Provider 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.
- (i) Provided that upon the expiration, cancellation, or termination of this Agreement, each party shall, upon the written request of the other party, return or destroy, to the satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.
 - (ii) Service provider shall sign Non-Disclosure Agreement with the ICSI for confidentiality of the data and information/records of the ICSI.
- i. Service Provider should confirm that it holds all valid licenses, registration and permissions that are required under the applicable laws for carrying out the activity as outlined in the 'scope of work'.
- j. Service Provider should comply with applicable Union, State and local laws, ordinance, regulations in performing its obligations including the procurement of licenses, permissions, certificates, etc. payment of taxes, if required.
- k. The Service Provider should agree to indemnify and hold the Institute harmless from all losses, claims, damages, costs, taxes, duties, additions, penalties, interest charges and expenses of any kind to which the Institute may be subjected to on account of any proven warranty representations, unauthorized acts, fraud, deed or thing done by Service Provider & its employees, officers, agents and Service Provider will be liable for consequent damages that the Institute may suffer.

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- l. **Statutory Compliance:** The Service Provider will be required to comply with all applicable laws / bye laws / Regulations in force from time to time and to the statutory obligations applicable to this contract from time to time.
- m. **Non-exclusive and Non-compete agreement:** The Agreement between the ICSI and the 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 the Agreement.
- n. **Complete / Entire Agreement:** This Agreement, its 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.
- o. **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.
- p. **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.
- q. **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.
- r. **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. 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.
- s. **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.

- t. **Alteration and Modification:** Any alteration or modification or waiver in connection with this Contract will not be effective unless made in writing and signed by both the parties.
- u. **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.
- v. **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:
 - (i) Contract/Agreement
 - (ii) The Attachments (if any)
 - (iii) Work Order
 - (iv) 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.

w. **Force Majeure**

- i. The Service Provider and ICSI shall not be liable for any failure to perform, any of its obligations under this to tender and Work / Purchase order if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. For the purpose of this Article, Force "Majeure" means any cause, which is beyond the successful bidder control or that of the Institute, as the case may be, which both could not foresee or with a reasonable amount of diligence could not have foreseen, and

which substantially affect the performance of the order, such as: -

- War / hostilities
- Riot or civil commotion
- Earth Quake, Flood, Fire, Tempest, Epidemics, Lightning or other natural physical Disaster, Quarantine restricts and Freight embargoes
- Restrictions imposed by the Government or other statutory bodies, which is beyond the successful bidder control or of the Institute, which prevent or delay the execution of the order either by the successful bidder or by the Institute.

- ii. If a Force Majeure situation arises, the Service Provider is 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

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otherwise directed by the ICSI in writing, the Service Provider 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.

x. Indemnity Clause:

The Service Provider will indemnify ICSI against all statutory liabilities present and future arising out of his bid / work order / 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 Service Provider will be liable to make good/compensate such claims or damages to the ICSI. As a result of the Service Provider action, inaction or any omissions, if ICSI is required to pay any damages to any individual, law enforcement agency or government authority, the Service Provider 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 Service Provider 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 institute due to negligence, carelessness, or inefficiency of staff of the Service Provider, Service Provider 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 Service Provider. Cancellation of Award / Work Order: The ICSI without prejudice to any other remedy, reserves the right to cancel the Award / Work Order in whole or in part by giving one (1) months' notice in writing in case the Service Provider fails to discharge its obligation under this tender / Work Order without sufficient ground or found guilty for breach of condition(s) of this tender/ Work Order, 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.

y. Defect Liability Period:

The defect liability period is one year from the date of supply of items. During this defect liability period if any defects found /pointed out in material installed /workmanship, the work is to be rectified/the material to be replaced free of cost by the Successful bidder and its Channel Partner. In case of delay in attending the defects pointed out within 7 days from the date of intimation, the work will be carried out by the Institute/ ICSI at the risk and cost of the Contractor and its channel partner. The total financial implication for rectification of the defective work will be recovered from the security deposit.

z. TERMINATION OF THE CONTRACT

The ICSI without prejudice to any other remedy for breach of contract or failure by the Service Provider 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 Service Provider or by its staff or agent,

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by giving written notice of default, sent to the Service Provider, terminate this contract in whole or in part:

- (i) If the Service Provider 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 Service Provider fails to perform any other obligations under the contract
- (iii) If the Service Provider, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the ICSI may authorize in writing) after receipt of the default notice from the ICSI.
- (iv) Without any notice or on a notice period of maximum of 30 days.
- (v) Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall be continued by the Service Provider 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 Service Provider for carrying out the remaining work and expenditure incurred on same shall be recovered from the defaulting Service Provider.
- (vi) fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Service Provider or by its staff.
- (vii) in case there are more than Three (3) penalties on the Service Provider in any month

The contract can also be terminated by the Service Provider for any justified reason, with the advance notice of three months failing, which, the Service Provider shall be liable, to pay damages besides forfeiture of security deposit. The termination of contract shall not affect the work order already undertaken by the Service Provider.

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

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

aa. Dispute Resolution:

Any dispute, difference, controversy or claim ("Dispute") arising between the Service Provider and ICSI hereinafter jointly to be called "parties" and singularly as "party" out of or in relation to or in connection with the bidding, work order/agreement/contract, or the breach, termination, effect,

validity, interpretation or application of this Tender/bid/ workorder/agreement/contract or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorized official of the parties. If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall be referred to the Sole Arbitrator to be appointed mutually by both the Parties.. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force will be applicable to the arbitration proceedings. The venue of the arbitration shall be at New Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The language of the arbitration and the award shall be English. The decision / award of the arbitrator shall be final and binding on parties to the arbitration proceedings. The parties are not entitled to approach any court of law without resorting to arbitration approach.

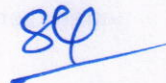
bb. Jurisdiction:

All disputes arising out of or relating to the tendering / bidding shall be deemed to have arisen in Delhi and only courts having jurisdiction over Delhi shall determine the same.

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

For any details / clarifications, bidders may contact **Shri Ghulam Haider, Deputy Director, Main Stores, ICSI Noida Office: C-36, Sector 62, Noida**, Tel: **0120-4522016**, E-mail: ghulam.haider@icsi.edu

Date: 01 September, 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)

ICSI/Admin/Courier(Misc.)/2025-26/114

01 September, 2025

SUB: TENDER FOR EMPANELMENT OF VENDORS FOR PROVIDING COURIER SERVICES FOR DISPATCH OF DOCUMENTS, STUDY MATERIAL, PUBLICATIONS AND OTHER MATERIAL ON PAN INDIA BASIS.

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 Company

(Enclose self-attested copy of document)

(c) Name of CEO/Directors /Partners/ Proprietor

2. Postal Address

3. Telephone No. / Mobile No. for communication

4. (a) E-mail-id (mandatory)

(b) / Website address (if available)

5. Bank Draft No, date, Bank name and amount (if applicable)/MSME or NSIC Regn. No.

(a) Tender Fees

(b) EMD

(c) MSME/NSIC Regn. No. (if applicable) & its valid period (Enclose self-attested certificate photocopy)

6. Name of the Banker, Branch Name, A/c No. and IFS Code (for e-payment purpose)

7. PAN (Enclose self-attested photocopy)

8. GSTIN Code (Enclose self-attested photocopy)

9. Trade License/Business License/CIN (if applicable)
(Enclose self-attested photocopy)

10. EPF/ESIC Reg. No. (if applicable)

11. Any other Relevant Information

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

Signature _____

(Authorized signatory of the Bidder)

Name of the bidder _____

Official seal of bidder _____

Date _____

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

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ICSI NOIDA OFFICE: ICSI House, C-36, SECTOR-62, NOIDA-201309 (UP)

ICSI/Admin/Courier(Misc.)/2025-26/114

01 September, 2025

SUB: TENDER FOR EMPANELMENT OF SERVICE PROVIDERS FOR PROVIDING COURIER SERVICES FOR DISPATCH OF DOCUMENTS, STUDY MATERIAL, PUBLICATIONS AND OTHER MATERIAL ON PAN INDIA BASIS WITHIN THE PRESCRIBED TIMELINES.

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

To

The Secretary

Institute of Company Secretaries of India

(ICSI) ICSI House, C— 36, Sector 62,

Noida-201309 Sir,

This is with reference to the **Tender No.: ICSI/Admin/Courier(Misc.)/2025-26/114** due on **01 September, 2025**. We are interested to participate in the **TENDER FOR EMPANELMENT OF VENDORS FOR PROVIDING COURIER SERVICES FOR DISPATCH OF DOCUMENTS, STUDY MATERIAL, PUBLICATIONS AND OTHER MATERIAL ON PAN INDIA BASIS WITHIN THE PRESCRIBED TIMELINES**, 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 tender/quotation document;
- iii) We accept and agree to all the terms and conditions of the tender/quotation;
- iv) We shall comply with all the terms and conditions of the tender/quotation;
- 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 tender/quotation 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)

ICSI/Admin/Courier(Misc.)/2025-26/114

01 September, 2025

SUB: TENDER FOR EMPANELMENT OF SERVICE PROVIDERS FOR PROVIDING COURIER SERVICES FOR DISPATCH OF DOCUMENTS, STUDY MATERIAL, PUBLICATIONS AND OTHER MATERIAL ON PAN INDIA BASIS WITHIN THE PRESCRIBED TIMELINES.

Form II(b): Mandatory Eligibility Criteria Details

S. No.	Particulars	Response Yes/No	Supporting Document Reference with Page No.
(i)	The bidder shall be a company incorporated, registered under the Indian Companies Act, 1956 or Companies Act, 2013. Self-attested copy of Certificate of Incorporation / Copy of Registration Certificate (s) to be enclosed.		
(ii)	Board Resolution certified by the CEO/MD or Company Secretary of the bidder or Authorization Letter issued by the CEO/MD of the bidder in favour of the Authorized Signatory of the bid on behalf of the Bidder. Original Authorization Letter or certified copy of the board Resolution to be enclosed.		
(iii)	Average of the annual turnover of the bidder for each year of the last 3 years (FY 2024-25, 2023-24, 2022-23) must not be less than Rs.100.00 Lakh (Please attach self-attested copy of Audited Annual Report FY 2024-25, 2023-24, 2022-23 to this effect)		
(iv)	The bidders must have experience in similar business not less than three (03) years. Please attach self-attested copy of work order/completion certificate in support of the bidder's submission.		
(v)	The bidder must have at least Five (5) clients to whom similar service is provided, out of which minimum two (2) should be Central Government/State Government/ Public Sector organizations /Autonomous Bodies/ Statutory Bodies, Business house. Self-attested copy of the contract or work order to be enclosed.		
(vi)	Escalation matrix up to the level of CEO to be provided. Details on business letter head of the bidder to be enclosed.		
(vii)	The bidder must have full-fledged operational office in Delhi/NCR (please attach documentary proof such as business license, electricity bill or any other document issued by authority which establishes claim of the bidder)		
(viii)	Submission of Tender Fee		
(ix)	Submission of EMD or valid NSIC / MSME certificate/document		

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(x)	PAN (Please attach self-attested photocopy of the documentary proof to be submitted)		
(xi)	GSTIN Code (Enclose self-attested photocopy)		
(xii)	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).		
(xiii)	The Bidder who has refused to continue or sign the agreement in past for any contract awarded by ICSI, will not be eligible to participate in this tender. The bidder who has been terminated during the contract period due to unsatisfactory performance will also not be eligible to participate in this tender. Declaration from Authorized Signatory on the Bidder's Business Letter Head to be enclosed.		

NOTE:

- i. Each and every page of the Tender document has to be signed and stamped by bidder.
- ii. Conditional bids are summarily rejected.

(Name and Signature of Bidder with Corporate Seal)

Date

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

ICSI/Admin/Courier(Misc.)/2025-26/114

01 September, 2025

SUB: TENDER FOR EMPANELMENT OF SERVICE PROVIDERS FOR PROVIDING COURIER SERVICES FOR DISPATCH OF DOCUMENTS, STUDY MATERIAL, PUBLICATIONS AND OTHER MATERIAL ON PAN INDIA BASIS WITHIN THE PRESCRIBED TIMELINES.

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.	Undertaking on letterhead for not 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		
9.	Self-attested copy of Certificate of Incorporation		
10.	Self-attested copy of Audited P&L Account and Balance sheet for FY 2022-23, 2023-24 & 2024-25		
11.	Self-attested copy of proof of having office at Delhi & NCR		
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 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 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 and 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.		
13.	Copy of tender document Sealed & signed on each page		
14.	Self-attested copy of ISO Certificate		
15.	Financial bid enclosed and sealed in separate envelope		

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

Date:

[A large blue diagonal line is drawn across the page, likely indicating a signature or a mark.]

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SUB: TENDER FOR EMPANELMENT OF SERVICE PROVIDERS FOR PROVIDING COURIER SERVICES FOR DISPATCH OF DOCUMENTS, STUDY MATERIAL, PUBLICATIONS AND OTHER MATERIAL ON PAN INDIA BASIS WITHIN THE PRESCRIBED TIMELINES.

PART 'C' (FINANCIAL BID)

Rates Quoted should be all inclusive rate except GST which should be shown separately as percentage rate (%)

1. Delivery Schedule (Maximum Limit) - For Surface Movement (Non-Air)						
@ For Pick up of material for delivery from Delhi / NCR as per instructions of the ICSI						
Particulars	Zone ²	Delhi/NCR	Northern Region (except Delhi/NCR) [*]	Metro cities (except Delhi) [**]	Rest of India	GST %
<u>Delivery Time</u>	<u>Maximum No. of Days</u>	02 - 04 days	04 - 06 days	06 - 08 days	9 - 12 days	
<u>CSEET</u>	Parcel containing No. of books-4 Weight-Up to 3Kgs. Approx(#)					
Executive Programme	Parcel containing No. of 7 books weight up to 10 kg. Approx(#)					
Professional Programme	Parcel containing No. of 7 books weight up to 10 kg. Approx(#)					
For Other Material Or LOOSE SET OF BOOKS	Up to 250 gms.					
	> 250 gms. to 500 gm.					
	>500 gms. to 1 kg.					
	>1.00 kg. to 1.5 kgs.					

>1.5 kg. to 2.00 kgs.					
>2.00 kg. to 2.5 kgs.					
>2.5 kg to 3.00 kgs.					
For every additional 500 gms. over 3 kgs.					

2. Delivery Schedule / Transit Time (TAT) - Maximum Time Limit - For By Air Movement @ For Pick up of material for delivery from Delhi / NCR as per instructions of the ICSI						
Particulars	Zone ²	Delhi/NCR	Northern Region (except Delhi/NCR) [*]	Metro cities (except Delhi) [**]	Rest of India	GST %
<u>Delivery Time</u>	<u>Maximum No. of Days (TAT)</u>	Not Applicable	01- 03 days	01 - 03 days	01 - 03 days	
<u>CSEET</u>	Parcel containing No. of books-4 Weight- Up to 3Kgs. Approx(#)	Not Applicable				
Executive Programme	Parcel containing No. of 7 books weight up to 10 kg. Approx(#)	Not Applicable				
Professional Programme	Parcel containing No. of 7 books weight up to 10 kg. Approx(#)	Not Applicable				
FOR Other Material Or LOOSE SET OF BOOKS	Up to 250 gms.	Not Applicable				
	> 250 gms. to 500 gm.	Not Applicable				
	>500 gms. to 1 kg.	Not Applicable				

>1.00 kg. to 1.5 kgs.	Not Applicable				
>1.5 kg. to 2.00 kgs.	Not Applicable				
>2.00 kg. to 2.5 kgs.	Not Applicable				
>2.5 kg to 3.00 kgs.	Not Applicable				
For every additional 500 gm. over 3 kgs.	Not Applicable				

Following shall be the integral part of the Financial Bid :

- (#) **The Actual Weight of the Books / Parcel of CSEET / Executive Programme / Professional Programme may vary (+ / -) 5 to 10 percent and the rate quoted for all books of each stage and in other cases, rates of loose books be applicable.**
- (*) **Haryana, Punjab, Rajasthan, Jammu, Kashmir, Ladakh, Chandigarh, Himachal Pradesh, Uttarakhand and Uttar Pradesh except hilly terrain of Himachal Pradesh, Jammu, Kashmir, Ladakh & Uttarakhand.**
- (**) **Kolkata, Chennai, Mumbai, Hyderabad, Ahmedabad, Bangalore and Pune.**
- (@) **The rates above are quoted for pick up of consignments from Delhi/ NCR as per instructions of the ICSI for door -to- door delivery to the recipients within the TAT and in case of reverse pick up, it shall be treated vice a versa.**

Signature of the authorized signatory of the Bidder

Official seal/ stamp

Technical and Infrastructure Evaluation Matrix:

S. No.	Proficiency Criteria	Max Marks	Marks Distribution Criteria	Bidders' response with details and proof wherever necessary
1	No. of years in existence as on the issue date of the tender	10	<ul style="list-style-type: none"> • 10 years or > 10 years = 10 marks • 5 years or > 5 years but < 10 years = 6 marks • 3 years or > 3 years but < 5 years = 2 marks 	
2	Number of ongoing Contracts	10	<ul style="list-style-type: none"> • 5 or > 5 = 10 marks • 3 or > 3 but < 5 = 6 marks • 1 or > 1 but < 3 = 4 marks 	
3	Number of contracts executed in past 5 years	10	<ul style="list-style-type: none"> • 5 or > 5 = 10 marks • 3 or > 3 but < 5 = 6 marks • 1 or > 1 but < 3 = 4 marks 	
4	Profitability (only Net Profit will be evaluated)	10	<ul style="list-style-type: none"> • > Rs.20 Lakh = 10 marks • > Rs.10 Lakh but < Rs.20 Lakh = 5 marks • > Rs.5 Lakh but < Rs.10 Lakh = 2 marks 	
6	Turnover of the Company for the immediate previous financial year	20	<ul style="list-style-type: none"> > Rs.400 Lakh = 20 marks > Rs.200 Lakh but < Rs.400 Lakh = 15 marks > Rs.150 Lakh but < Rs.200 Lakh = 10 marks > Rs.100 Lakh but < Rs.150 Lakh = 5 marks 	
7	Paid up Capital of the Company	10	<ul style="list-style-type: none"> • > Rs.1 crore = 10 marks • > Rs.50 Lacs but < Rs. 1 crore = 5 marks • > Rs.25 Lacs but < Rs.50 Lacs = 3 mark 	
8	Presentation on understanding of scope of work, coverage of service area PIN Codes as per the latest list of PIN Codes, technology platform for tracking, SMS Integration, interactive and dynamic website, proactive approach for smooth functioning and quality assurance of the deliverables	25	Will be given by the ICSI Technical Evaluation team after the Presentation.	
9	ISO certification	5	<ul style="list-style-type: none"> • With ISO certificate = 5 Marks • Without ISO certificate = Nil 	

Minimum Qualifying Score: The minimum qualifying score in the technical evaluation is 40 (out of 100).

Date:

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

Standard terms and condition of Service Level Agreement

This Agreement dated _____ is made by and between M/s _____, a company incorporated under the Companies Act 2013, with its registered office located at _____ and with its corporate office located at _____ through Shri _____, duly authorized by the Board resolution dated _____ (hereinafter appropriately referred to as "Supplier" which term shall include its successors and permitted assigns), of the One Part

And

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 hereinafter referred to as "ICSI" which term shall include in its successors and permitted assigns of the OTHER PART

WHEREAS:

ICSI, a Statutory Body under an Act of Parliament and its ICSI NOIDA Office situated at C-36, Sector-62, NOIDA. The work includes Designing, Supply, Installation, Configuration and Maintenance of the Network Switches (accessories and software) for a period starting from _____ till _____.

The Service Provider shall be solely responsible for compliance to provisions of various laws and all statutory/ obligations. The ICSI shall have no liability in this regard.

1. Scope of Work :

- (i) Courier Agency should have establishment in Delhi/ NCR working 24 hours a day 365 days in a year to facilitate dispatch and delivery of consignment/shipments, Single Point of Communication (SPOC) and escalation matrix therefor. Particulars of the same shall be shared with the Institute (ICSI).
- (ii) Courier Agency shall have to provide online tracking information on a real time basis for all ICSI consignments/shipments through internet site/website. Courier Agency should have online tracking information system regarding exact location of the consignment in transit and POD in case of delivery as per the best practices of the industry.
- (iii) Courier Agency, at its own cost, shall be require to –
 - (a) collect material from the designated place of ICSI or otherwise, for onward dispatch and delivery to the recipient of consignments on DOOR-TO-DOOR-DELIVERY basis;
 - (b) Provide, for each consignment so collected, unique and separate Airway Bill Number (AWB No.) / Dispatch number/ Consignment Number or Docket Number, by whatever number it be called for;
 - (c) arrange for loading / unloading of material wherever required;
 - (d) exercise utmost care with respect to the safety, security and timeliness while handling material for dispatch; timely delivery and its observance by one and all in the logistics channel of the service provider ;
 - (e) ensure delivery of material to the intended recipients within the timelines as per the dispatch schedule or Transit Time (TAT) and to provide Proof of Delivery (POD) for each consignment in due

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- course of business or as required by the ICSI;
- (f) provide online tracking of each consignment for real time status and also to provide a mechanism for tracking of any consignment or for date-wise, AWB No.-wise single or multiple consignments by ICSI in real time basis;
 - (g) maintain historical data of each consignment and also maintain secrecy and security of data or information gathered by the courier agency at all times during course of business;
 - (h) providing consignment booking documents or AWB No. or POD or other supporting documentation to the ICSI wherever required in the normal course of business or in the course of legal / commercial / Arbitral/ Mediation Proceeding at court of law or other forum or as required by the ICSI;
 - (i) provide such information as may be required by the ICSI in the course of any judicial / extra-Judicial or other legal proceedings;
 - (j) raise its bill on a monthly basis and not to seek any advance money for any services and not to ask for any amount upfront or on delivery from any person in any circumstances ;
 - (k) follow best practices in the industry to serve the Institute in the most effective and efficient manner.
 - (l) Follow, acknowledge and act on the instructions of the Institute as given to the Service Provider from time to time.
- (iv) Courier Agency shall depute dedicated staff for coordination with the consignee(s) via phone, message or any other mode for timely and smooth delivery of consignments to the recipients so that the consignment shall not be returned undelivered. In case any recipient of consignment is not available in ordinary course of business, the same shall be contacted over phone/ message and all-out efforts shall be made for delivery of the consignment. In the remote possibility of non-availability of recipient of the consignment, the fact shall be brought to the notice of the Institute for its delivery.
- (v) The Institute will provide soft copy of the data of consignee(s) in Excel or any other format. Courier Agency will provide the data with AWB/Docket No. with transit time (TAT) through email, pen drive or any other agreed media and affix AWB labels/stickers containing address etc. of consigner/ consignee in legible printing to be affixed on the pack of material for dispatch.
- (vi) The Proof of Delivery (POD) data should be provided to the Institute within the stipulated time, i.e., as given in the delivery schedule (TAT). Courier Agency should adhere to the Data Sharing Policy of the ICSI accordingly to which absolute secrecy shall be maintained and no data should be shared with any other unauthorized person or third party without written consent from ICSI, else it would be liable for appropriate legal action as ICSI deems it fit and would attract penalty and legal action.
- (vii) Courier Agency must provide MIS in excel or other agreed format for deliverables including returned/delivered/undelivered, etc. for each batch of dispatch and month-wise or as required by the Institute and the Soft copy MIS must be provided along with the invoice or as instructed by the authorized officer of the Institute from time to time.
- (viii) Courier Agency shall arrange to collect the material at its own expenses on daily/weekly/monthly basis or as advised by Institute from time to time from offices of the Institute and deliver the same "door-to-door basis" to the consignee within the agreed TAT (Transit-Time).
- (ix) The service provider will have to provide the service of reverse pick-up facility on all PAN India basis from all the Indian States, the State Capitals and major cities, towns and districts across the Country including Union Territories.
- (x) On the instructions of the Institute, the Courier Agency shall arrange to collect the material, at its own expenses, from any person(s) on behalf of ICSI on the same day and arrange for its delivery to the ICSI or others as per the TAT. Reverse Pick-up Charge, in addition to the normal freight charges agreed upon,

may be allowed by the ICSI on the material other than envelopes or the packets weighing more than 500 Grams. Courier dispatch number / Airway Bill Number shall immediately be issued to the sender at the time of pickup of material for onward dispatch and no money shall be charged from the sender.

- (xi) Reverse pickup charges at the agreed rate shall be allowed by the institute on all materials excluding (a) envelopes weighing upto 500 grams; and (b) the pack of material for dispatch weighing upto 500 Grams. In such cases, normal freight as per the approved rate shall be allowed. Service Provider shall make arrangements for reverse pickup as per the Instructions of the Institute irrespective of its weight.
- (xii) Applicable Fuel surcharges would be paid only in respect of consignments sent by Air Movement mode. No fuel surcharge would be paid in respect of consignments sent by surface Movement mode.
- (xiii) Timing for pickups, reverse pick-ups to be decided by the Institute on mutual consultation and convenience. Normal time for collection of material should be within the office timings of the Institute, i.e., between 9:00 AM to 5:30 PM. However, the Courier Agency shall collect material beyond the above time on the requirement of the Institute. Courier Service provider shall make all out efforts to make deliveries, as far as possible, within the business hours of the consignee(s).
- (xiv) The Courier Agency / Service Provider shall make arrangement for Transit Insurance to transport all consignment/ shipments / docs/ parcels/ boxes of the Institute to its intended recipient or stakeholders and vice-versa. The Institute will not reimburse such a cost.
- (xv) Courier Agency's authorized officials should meet the authorized personnel of the Institute periodically or as and when called upon to review the performance of service of Courier Agency.
- (xvi) Courier Agency should provide Proof of Pickup and / POD for each pickup and delivery. No parcels/ packets will be allowed to be taken out of Institute's premises without POD/ pickup challans.
- (xvii) Secrecy, Security, safety and timelines are the essential and crucial elements of the services provided by Courier Agency. The Courier Agency shall arrange a closed vehicle for collection/ delivery of material other than envelopes for all times.
- (xviii) Institute reserves the right to alter the allocation of quantum of work among various empaneled Courier Service Providers at its discretion.
- (xix) Courier Agency shall collect the material, at its own expenses, from the designated person(s) same day from different location(s) as instructed by the authorized officer(s) of the Institute without charging any money from such person(s), issue AWB No. and deliver the same material intact to the consignee within the TAT.
- (xx) Material handed over to Courier Agency in connection with pick up/ delivery are the most important material, requiring utmost security, safety and timelines in the process of entire activities right from pick to handling to delivery to the correct and intended person/ consignee.
- (xxi) Delay in delivery, Wrong delivery, Returned undelivered, mishandling, delivery in mutilated condition, missing consignment, pilferage, stolen, tampering with packs or loss to the Institute in any form on account of the act or abstain to act diligently, non-compliance or non-adherence of the Instructions of the authorised person(s) of the Institute will entail penalties and / or legal action as per the law time being in force.
- (xxii) Courier Agency will ensure that the packets/ parcels are delivered against full signatures, and mobile and telephone numbers of the consignee only on the consignment note. Proof of delivery for each

consignment shall be maintained by the Courier Agency. The undelivered packets / parcels shall be delivered back to the Institute.

- (xxiii) Proof of Delivery (POD) evidencing delivery of material to the addressee, Regular submission of PODs by Courier Agency alongwith their bills will be pre-requisites before processing the bills for payment. Bills will not be considered for payment, if supporting PODs in respect of all consignments are not submitted alongwith the bills at the end of the month or as instructed by the Institute's authorised officer.
- (xxiv) It shall be the absolute responsibility of Courier Agency, once the packets are handed over to Courier Agency's authorised representative duly packed to ensure that their contents are not tampered with in any manner whatsoever and the packets are not misplaced, lost or stolen or remain unattended at any stage.
- (xxv) Courier Agency should confirm to hold all valid licenses, registration and permissions that are required under the applicable laws for carrying out the activity as outlined in the Tender Document or the Work order.
- (xxvi) Courier Agency should comply with applicable Union, State and local laws, ordinance, regulations in performing its obligations including the procurement of licenses, permissions, certificates, etc. payment of taxes, if required.
- (xxvii) The schedule of delivery of the consignment / Transit Time (TAT) for various locations would be as under:

Delivery Schedule (Maximum Limit) – For Surface Movement (Non-Air)				
Zone	Delhi / NCR	Northern Region (*) [except Delhi-NCR]	Metro cities (**) [except Delhi]	Rest of India
No. of Days	02 - 04 days	04 - 06 days	06 - 08 days	9 - 12 days

Delivery Schedule (Maximum Limit) – For Air Movement				
Zone	Delhi / NCR	Northern Region (*) [except Delhi-NCR]	Metro cities (**) [except Delhi]	Rest of India
No. of Days	Not Applicable	1-3 days	1-3 days	1-3 days

(*) Haryana, Punjab, Rajasthan, Jammu, Kashmir, Ladakh, Chandigarh, Himachal Pradesh, Uttarakhand and Uttar Pradesh *except* hilly terrain of Himachal Pradesh, Jammu, Kashmir, Ladakh & Uttarakhand.

(**) Kolkata, Chennai, Mumbai, Hyderabad, Ahmedabad, Bangalore and Pune.

- (xxviii) Schedule of rate of Freight Charges : As per the Annexure - of this Agreement.
- (xxix) Service Provider must provide MIS in excel format for deliverables with respect to returned/ delivered/ undelivered articles, etc. on regular basis along with the invoice or as instructed by the authorized officer of the Institute till the consignment is delivered.
- (xxx) The Service Provider shall be responsible for loss of consignment sent through them and shall be liable to compensate the Institute in monetary terms as may be decided by the Institute. Compensation, if any, will be recovered from the bills of the Service Provider and/or by forfeiture of EMD.
- (xxxi) SMS facility in place for keeping the consignee & consigner informed about the status of the transit /Delivery of the consignment. The Service Provider must provide integrated SMS facility to alert addressee at every stage (at least two times i.e. while picking up from origin, and delivery to consignee).
- (xxxii) The service provider will have to return the non-delivered consignments (with valid reason and to be informed to the sender to confirm the importance of shipment) and / or consignment which are abnormally delayed to the ICSI within stipulated time as per instruction of the authorised official of the ICSI.
- (xxxiii) No parcels/ packets / consignment shall be taken out of Institute's premises without Docket / pickup challan(s). Separate Docket / pickup challan shall be issued for each packet / consignment.
- (xxxiv) Dedicate account on the website of the service provider for ICSI shall be made by the service provider / Courier Agency for – (a) real time status of all the consignments / reverse picks with respect to its delivery or current position; (b) its daily, weekly, monthly / quarterly / six monthly or annual reports statement containing delivery status, weight, freight, etc. and the invoice with POD. The status of all docket / AWB No. shall be updated in such dedicated account within 12 hours of pickup of the material. Credentials of such dedicated account on the website of the service provider shall be provided to the authorized person of the ICSI.

B: Terms and Conditions of the Contract:

1. Duration of Contract

Duration of contract will be of three years from the date of execution of the Agreement subject to quarterly appraisal and review by ICSI and in case the jobs performed are not found to be satisfactory, the contract shall be terminated by giving notice of one month by ICSI. The service provider will be kept under trial period of 3 months and if found satisfactory, the contract will be continued for the balance period of 3 years, which may be extendable for a further period of two (02) years on year-to-year basis beyond the initial period of contract of 3 (Three) years at the discretion of ICSI on the mutually agreed rates and same terms & conditions. The Service Provider shall not have any right to claim renewal or extension of the contract. The Contract can be cancelled by the ICSI by giving one months' notice in writing without assigning any reason whatsoever.

2. The contract can also be terminated by the Service Provider for any justified reason, with an advance notice of three months failing which, the Service Provider shall be liable, to pay damages besides forfeiture of security deposit. The termination of contract shall not affect the work order already undertaken by the Service Provider.

3. The contract intended to be awarded through this tender, is for empanelment of service providers hence, on unsatisfactory performance of any of the Service Provider, the Institute may offer the work to any other empaneled service provider. Contract may be extended for a further period of two (02) years beyond the initial three-year period of the contract on year-to-year basis on the mutually agreed rates and same terms and conditions.
4. On awarding the contract the service provider has to sign an agreement with the Institute within ten days of submission of performance security deposit as per tentative format provided as **Annexure F**.
5. **Institute reserves the right to offer / assign the same type of job/services to more than one Service Provider. No Service Provider shall have any right into the matter.**
6. Applicable Fuel surcharges would be paid only in respect of consignments sent by Air mode. In respect of consignments sent by surface mode no fuel surcharge would be paid.
7. In case the service provider is not capable of extending the required facility at all the destinations/service area due to any reason, it should arrange alternative mode to ensure dispatch of study material to those destinations **through their own logistics network within 15 working days from the generation of dispatch advice**. Hence, the responsibility of dispatch and delivery of consignment to any destination will solely be on account of the service provider.
8. The intended service through this tender is provided for Main Stores HQ Noida. However, if required the empaneled service provider will be required to provide the same at same rates and terms & conditions at all other ICSI Offices.
9. **Performance Guarantee / Security:**
 - a. The successful bidder has to submit the security deposit / performance guarantee in the form of an Account payee Demand Draft / Banker's Cheque drawn on **any nationalized bank** or Bank Guarantee from nationalized bank (as per format enclosed at **Annexure - G**) of equivalent amount of **5% of the total 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 fulfillment 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 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.

10. Payment: Payment will be made for the invoice raised by the Service Provider on monthly basis at the end of each month for the preceding month within 45 working days after submission of certified tax invoice / bills together with the PODs, subject to appropriateness of the bill / invoice :

- (i) The Service Provider has to submit monthly invoice in triplicate towards the Services rendered in the previous month to the ICSI together with the PODs. The Service Provider should provide correct PAN, duly operational 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 Service Provider all due amount as per the invoice, that are not the subject to bona fide dispute. The bills shall be verified by the concerned officer and approved by the competent authority by the ICSI and subject to compliance of all statutory provisions by the Service Provider as applicable to the service availed through this tender.
- (ii) All the payments shall be made by the ICSI through ECS mode and the Service Provider will provide their ECS mandate for the release of the payment. 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 on the date of invoice submission and/or payment date.
- (iii) Payment of any kind what-so-ever will not be made to the Service Provider except the one mentioned in the related work order/tender.
- (iv) No advance money shall be payable by ICSI to the Service Provider in any circumstances under this contract. However, in the exceptional circumstances or owing to undue delay in processing of invoice due to any reason, part payment, as decided by the ICSI, may be released to the Service Provider against the pending invoice(s) / delivered services. The Service Provider shall have no right to claim part payment against any invoice on any ground.

11. Timeline:

Time is the essence of the contract. The successful bidder will have to provide the service as per stipulated timeline as per instruction of ICSI, failing which the Institute will cancel the service order issued to the successful bidder. In case of failure to supply the services of the ordered quantity / specifications / quality within the time schedule and at the agreed rates, the Institute shall have right to purchase the same from the market at the prevalent rate and the difference between the agreed price and purchase price would be recovered from the Service Provider. Further, if the supplied services are not in accordance with the Purchase / Work Order, then the Institute reserves the right to reject the whole lot or accept, whole or part

supply, at less than the agreed / market price. Any loss to the Institute on this account shall be recovered from the Service Provider.

12. Penalty:

The Service Provider and / or the employees of the Service Provider shall be held responsible for fraud, mischief, misappropriation or any other type of misconduct or breach of condition on the part of bidder or his employee.

(c) In cases, where ICSI has to incur monetary loss for any established negligence on part of the Service Provider / Courier Agency, the loss shall be made good by the Service Provider / Courier Agency. ICSI shall realize the amount from the pending bills or by raising claims and / or appropriation of performance security.

(d) In case of non-compliance with the contract, the ICSI reserves its right to Cancel/ revoke the Contract; and/or to make the loss good to ICSI by the Service Provider / Courier Agency and /or its employees responsible for guilty of fraud, mischief, misappropriation, any other type of misconduct or breach of condition or established negligence on the part Service Provider / Courier Agency or its employee. Apart from it, the ICSI may impose penalty :

i. **Penalty for Delay delivery of Consignment:** The competent authority of the ICSI may impose penalty as it finds appropriate on case-to-case basis, as mentioned below based on the damage or loss or any other inconvenience incurred to ICSI, including stopping the payment of bills of respective service, if Service Provider fails to provide the desired service or making delay in providing services or not able to provide services up to the satisfaction of ICSI. Prompt, time-bound safe and secure delivery of the consignments is of prime importance and penalty will be levied for delay :

- a. Rs. 500 per article for delayed beyond 15 days but up to 25 days of its date of dispatch;
- b. Rs. 700 per article for delayed beyond 25 days of its date of dispatch.

ii. **Penalty for Deficiency of Service or Misconduct or Breach of Condition of Contract: :**

The competent authority of the ICSI may impose penalty as he finds appropriate on case-to-case basis, for the instances where the Service Provider / Courier Agency or its employees found guilty of fraud, mischief, misappropriation or any other type of misconduct or breach of condition(s) or deficiency of service on the part of Service Provider / Courier Agency or its employees :

- a. $\frac{1}{2}$ 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;
- b. 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;
- c. 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.
- d. 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, forfeiture of security deposit / EMD and claim damages.

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

13. **Compensation:** Without prejudice to the foregoing, the Service Provider 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 Service Provider which may arise either out of negligence, fraud, misrepresentation, misconduct or material breach of this Agreement.

14. **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. The Institute will have the right to drop any Service Provider from the empaneled list without assigning any reason whatsoever. Institute also reserves the right to modify the term and conditions for empaneled agencies.
- c. **Independent Contract & Relationship between the Parties:** The relationship of the Service Provider to the ICSI under this Agreement shall be that of an Independent Party. There is no agency relationship between the Parties. The acts/performance and actions taken by either party in furtherance of their respective activities of operation shall not bind the other except to the extent provided under this Agreement. The acts performed and action taken by either party that do not fall under the Agreement shall have binding effect on the other to the extent they are reduced to writing and the prior consent of the other party is obtained.
- d. That it is expressly understood & agreed between the parties to this Agreement that the personnel(s) employed / hired / engaged (permanent / regular / casual / contractual / temporarily / daily wager or whatever be the status / name) by the Service Provider directly or indirectly for the execution of work as provided under this Agreement, shall not be employee / officer of the ICSI for any purpose. None of such person of the Service Provider shall have any right to claim anything against the ICSI.
- e. **Recovery:** Whenever under the contract through this tender, any sum of money is recoverable by ICSI from the Service Provider or / and payable by the Service Provider to ICSI, the ICSI shall be entitled to recover such sum by appropriating in part or in whole from the security deposit of the Service Provider. In the event of the security being insufficient or if no security has been taken from the Service Provider, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Service Provider or which at any time thereafter may become due to the Service

Provider under said or any other contract with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the Service Provider shall pay the ICSI on demand the remaining balance due along with penalty.

f. Right to Black List: ICSI reserves the right to blacklist a party / bidder for a suitable period under the following circumstances:

- i. Giving false, misleading or fake information / document in the bid;
- ii. Withdrawing the bid after opening of the Financial bids;
- iii. Refusal to accept Purchase / Work Order at the quoted prices;
- iv. Failure to supply goods of the ordered quantity / quality / specifications at the agreed rates within the time schedule;
- v. Adoption of any unethical or illegal practices;
- vi. any indiscipline behavior or hooliganism by the bidder or any of its employee(s) any other justified reason;
- vii. Any other justified reason.

EMD / Performance Security of black-listed Bidder shall be forfeited after giving him an opportunity of being heard. The decision of the ICSI shall be the final and binding. The Black-listed Service Provider shall not be eligible for issuance of any tender document / invitation to quotations or to participate therein subsequently during the period of black-listing.

g. Confidentiality: The Service Provider acknowledges that all material, consignment and information which has and will come into its possession or knowledge in connection with this bidding process or the performance of the work order 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 Service Provider 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 Service Provider, the ICSI shall be indemnified. The Service Provider agrees to maintain the confidentiality of the ICSI's information after the termination of the contract also. The Service Provider 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.

- (i) Provided that upon the expiration, cancellation, or termination of this Agreement, each party shall, upon the written request of the other party, return or destroy, to the satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.
- (ii) Service provider shall sign Non-Disclosure Agreement with the ICSI for confidentiality of the data and information/records of the ICSI.

h. Service Providers should confirm that it holds all valid licenses, registration and permissions that are required under the applicable laws for carrying out the activity as outlined in the 'scope of work'.

i. Service Provider should comply with applicable Union, State and local laws, ordinance, regulations in performing its obligations including the procurement of licenses, permissions, certificates, etc.

payment of taxes, if required.

- j. The Service Provider should agree to indemnify and hold the Institute harmless from all losses, claims, damages, costs, taxes, duties, additions, penalties, interest charges and expenses of any kind to which the Institute may be subjected to on account of any proven warranty representations, unauthorized acts, fraud, deed or thing done by Service Provider & its employees, officers, agents and Service Provider will be liable for consequent damages that the Institute may suffer.
- k. **Statutory Compliance:** The Service Provider will be required to comply with all applicable laws / bye laws / Regulations in force from time to time and to the statutory obligations applicable to this contract from time to time.
- l. **Non-exclusive and Non-compete agreement:** The Agreement between the ICSI and the 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 the Agreement.
- m. **Complete / Entire Agreement:** This Agreement, its 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.
- n. **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 Vendor enforceable in accordance with its terms.
 - ii. Vendor 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. Vendor is an experienced company/organization having the skill, legal capacity, and professional ability necessary to perform all the work required under this Agreement.
- o. **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.
- p. **Defect Liability Period:**

The defect liability period is one year from the date of supply of items/services. During this defect liability period if any defects found /pointed out inservices/ material installed /workmanship, the work is to be rectified/the material to be replaced free of cost by the Successful bidder and its Channel Partner. In case of delay in attending the defects pointed out within 7 days from the date of intimation, the work will be carried out by the Institute/ ICSI at the risk and cost of the Contractor

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and its channel partner. The total financial implication for rectification of the defective work will be recovered from the security deposit.

- q. **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.
- r. **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. 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.
- s. **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.
- t. **Alteration and Modification:** Any alteration or modification or waiver in connection with this Contract will not be effective unless made in writing and signed by both the parties.
- u. **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.
- v. **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:
 - (i) This Contract/Agreement
 - (ii) The Attachments (if any)
 - (iii) The Purchase Order /Work Order
 - (iv) The Tender Document /RFP / Offer

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

15. FORCE MAJEURE

- i. The Service Provider and ICSI shall not be liable for any failure to perform, any of its obligations under this to tender and Work / Purchase order if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. For the purpose of this Article, Force "Majeure" means any cause, which is beyond the successful bidder control or

that of the Institute, as the case may be, which both could not foresee or with a reasonable amount of diligence could not have foreseen, and

which substantially affect the performance of the order, such as: -

- War / hostilities
- Riot or civil commotion
- Earth Quake, Flood, Fire, Tempest, Epidemics, Lightning or other natural physical Disaster, Quarantine restricts and Freight embargoes
- Restrictions imposed by the Government or other statutory bodies, which is beyond the successful bidder control or of the Institute, which prevent or delay the execution of the order either by the successful bidder or by the Institute.

- ii. If a Force Majeure situation arises, the Service Provider is 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 Service Provider 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.

b. Indemnity Clause:

The Service Provider will indemnify ICSI against all statutory liabilities present and future arising out of his bid / work order / 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 Vendor will be liable to make good/compensate such claims or damages to the ICSI. As a result of the Service Provider action, inaction or any omissions, if ICSI is required to pay any damages to any individual, law enforcement agency or government authority, the Service Provider 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 Service Provider 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 institute due to negligence, carelessness, or inefficiency of staff of the Service Provider, the Service Provider 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 Service Provider. Cancellation of Award / Work Order: The ICSI without prejudice to any other remedy, reserves the right to cancel the Award / Work Order in whole or in part by giving one (1) months' notice in writing in case the Service Provider fails to discharge its obligation under this tender / Work Order without sufficient ground or found guilty for breach of condition(s) of this tender/ Work Order, 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.

16. TERMINATION OF THE CONTRACT

The ICSI without prejudice to any other remedy for breach of contract or failure by the Service Provider

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 Service Provider 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 Service Provider 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 Service Provider fails to perform any other obligations under the contract
- (iii) If the Service Provider, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the ICSI may authorize in writing) after receipt of the default notice from the ICSI.
- (iv) **Without any notice or on a notice period of maximum of 30 days.**
- (v) Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall be continued by the Service Provider 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 Service Provider for carrying out the remaining work and expenditure incurred on same shall be recovered from the defaulting Service Provider.
- (vi) fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Service Provider or by its staff.
- (vii) in case there are more than Three (3) penalties on the Service Provider in any month

The contract can also be terminated by the Service Provider for any justified reason, with the advance notice of **three months** failing, which, the Vendor shall be liable, to pay damages besides forfeiture of security deposit. The termination of contract shall not affect the work order already undertaken by the Service Provider.

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

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

17. ARBITRATION

All disputes arising out of at any time, in connection with construction, meaning operation, effect, interpretation or out of the contract or breach thereof this contract are subject to the jurisdiction of Courts in Delhi. In all matters relating to the contract or disputes arising out of this contract shall be referred to the Sole Arbitrator appointed by mutual consent of the parties. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof as in force and the decision of the Arbitrator shall be final and binding on the parties.

18. Dispute Resolution:

Any dispute, difference, controversy or claim ("Dispute") arising between the Service Provider and ICSI hereinafter jointly to be called "parties" and singularly as "party" out of or in relation to or in connection with the bidding, work order/agreement/contract, or the breach, termination, effect, validity, interpretation or application of this Tender/bid/ workorder/agreement/contract or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorized official of the parties. If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall be referred to the Sole Arbitrator to be appointed mutually by both the Parties. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force will be applicable to the arbitration proceedings. The venue of the arbitration shall be at New Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The language of the arbitration and the award shall be English. The decision / award of the arbitrator shall be final and binding on parties to the arbitration proceedings. The parties are not entitled to approach any court of law without resorting to arbitration approach.

19. Jurisdiction:

All disputes arising out of or relating to the tendering / bidding shall be deemed to have arisen in Delhi and only courts having jurisdiction over Delhi shall determine the same.

20. Other Terms & References:

The authority to take final decision on any issue, which is not resolved between the Project Managers, shall be the Steering Committee.

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 M/s -----.

FOR Institute of Company Secretaries of India

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

NAME:

NAME:

DESIGNATION:

DESIGNATION:

DATE:

DATE:

In presence of

In presence of

1.

1.

2.

2.

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.

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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
Address (in legible letters)

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