



**THE INSTITUTE OF  
Company Secretaries of India**  
**भारतीय कम्पनी सचिव संस्थान**  
**IN PURSUIT OF PROFESSIONAL EXCELLENCE**  
Statutory body under an Act of Parliament

**TENDER DOCUMENT**

**FOR**

**PROVIDING VARIOUS TYPES OF MANPOWER SERVICES ON OUTSOURCE  
BASIS**

**At**

**Various offices of the ICSI at different places in India**

**Tender No. PC: 2019-20 (MP)**

Issued by

**THE INSTITUTE OF COMPANY SECRETARIES OF INDIA  
ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI -110003**

**Tel. No.: 011-45341020**

**Visit us at <http://www.icsi.edu>**



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

**Tender No. PC: 2019-20 (MP)**

**April 12, 2019**

**SUB: TENDER FOR 'PROVIDING VARIOUS TYPES OF MANPOWER SERVICES ON OUTSOURCE BASIS AT VARIOUS OFFICES OF THE ICSI AT DIFFERENT PLACES IN INDIA'.**

Cost of Tender	<b>Rs. 590/- (Rs. 500/- + 18% GST)</b> (Rupees Five Hundred Ninety Only)
Earnest Money Deposit	Rs.3,10,000/- (Rupees Three Lakhs Ten Thousand Only)
Tender Publish Date	April 12, 2019
Pre Bid meeting	April 24, 2019 at 11:00 AM  Address: The Institute of Company Secretaries of India ICSI House, C-36, 5 <sup>th</sup> Floor Sector - 62, Noida – 201 309
Last Date and Time for Submission of Bids	May 03, 2019 by 2:00 PM
Address for submission of Bids	The Institute of Company Secretaries of India ICSI House, C-36, (Ground Floor : Tender Box) Sector - 62, Noida – 201 309
Venue, Date and time of opening of Bids.	Address as above.  May 03, 2019 at 3:00 PM
Contact details	Mr. Gaurav Mehta, Deputy Director, Dte. of HR Telephone No. 011-45341040 email : gaurav.mehta@icsi.edu
Institute's Website	www.icsi.edu

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**SECTION - 1**

**NOTICE INVITING TENDER**



Tender No. PC: 2019-20 (MP)

April 12, 2019

**NOTICE INVITING TENDER (NIT)**

**Sub: TENDER FOR 'PROVIDING VARIOUS TYPES OF MANPOWER SERVICES ON OUTSOURCE BASIS AT VARIOUS OFFICES OF THE ICSI AT DIFFERENT PLACES IN INDIA'.**

The Institute of Company Secretaries of India is a statutory body under an Act of Parliament. It has been functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India, with its headquarter located at "ICSI House" 22, Institutional Area, Lodi Road, New Delhi-110 003.

Sealed tenders are invited by the **Officiating Secretary, The Institute of Company Secretaries of India (ICSI)** from reputed, experienced and financially sound manpower services providers for providing Manpower Services (Academic, Administrative, Accounts, etc.) in the offices of The Institute of Company Secretaries of India (hereinafter referred to as "ICSI") having its Head Office at ICSI House, 22, Institutional Area, Lodi Road, New Delhi – 110003. The Offices of ICSI are situated at New Delhi, Noida and at various other locations all over India, where ICSI is having its Regional/Chapter Offices.

The tender document may be obtained during working hours from **April 12, 2019 to May 03, 2019 (till 1:00 PM)** on all ICSI HQ working days (except Saturday, Sunday & Gazetted Holidays) from the Reception Counter of the Institute at ICSI House, C – 36, Sector 62, Noida- 201309 on payment of non-refundable tender cost of Rs. 590/- (Rs. 500/- + 18% GST) (Rupees Five Hundred and Ninety Only) by Cash / Demand Draft drawn in favour of "The Institute of Company Secretaries of India" payable at "New Delhi". The tender document can also be down loaded from the website of the Institute ([www.icsi.edu](http://www.icsi.edu)) for which tenderer would be required to enclose a Demand Draft of **Rs. 590/- (Rs. 500/- + 18% GST)** as mentioned above towards the cost of the tender document along with their quotes, failing which the tender shall be summarily rejected. If any discrepancies found in the downloaded version of the tender, the version of the tender document kept at Purchase cell of the Institute will be treated as authentic and correct.

1. The period of contract will initially be for a period of two (02) years from the date of award of contract subject to review of performance every Three (3) Months and may be extendable at the discretion of ICSI subject to the satisfactory performance of the Contractor. However, the ICSI at its sole discretion may extend the Contact for a further period of one year on the same rate, terms and conditions subject to maximum 03 years. **However, ICSI can terminate the**

**contract on unsatisfactory performance of the contractor by giving thirty (30) days' notice.**

2. The personnel to be deputed to ICSI shall not be below the age of 18 years and would be those who have a valid contract of employment with the bidder/tenderer.
3. The Tenderer shall at all times act as an independent party. The contract to be entered shall not create relationship of Principal and an Agent between ICSI and the Tenderer with whom the contract will be entered. Further, the Tenderer with whom the contract is entered by ICSI shall not act or attempt or represent as an agent of ICSI while entering into agreements with the personnel to be deputed at ICSI.
4. The contract to be entered shall not create a master and servant relationship between the personnel to be deputed at ICSI by the Tenderer at ICSI and ICSI. Under no circumstances, the personnel to be deputed by the Tenderer shall be considered as employees of ICSI nor shall such relationship be considered to exist.
5. The personnel to be deputed shall be engaged for a period of Six (6) Months/ Three (3) months and their tenure of deployment may be extended by similar period(s) depending upon the satisfactory performance of the personnel deputed. The Tenderer shall provide the required personnel for a shorter period also (minimum Three Months), in case of any exigencies as per the requirement of the ICSI.
6. Manpower Requirement: The Institute of Company Secretaries of India (ICSI) is having its offices at New Delhi, Noida and in various locations all over India as mentioned in clause 3.1 of Section 3 and an approximately 88 nos. of manpower under the various category may be required by the ICSI. The manpower may be required by the ICSI on half yearly / quarterly basis. The details are as under:

<u>Type of Manpower/ Nature of Duties</u>	<u>* Educational Qualification With Minimum Experience of 1 to 3 Years</u>	<u>**Tentative No. of personnel required</u>	<u>Tentative remuneration</u>
Clerk (Admin/Accounts/IT)	Graduate(Arts/Commerce/Science)	39	As per the notified extent rules on minimum wages in NCT Delhi
<i>Receptionist</i>	<i>Diploma in reception operation and services/ Diploma in Front Office/ Graduate and having Good written and verbal English Well versed with Microsoft Office Excellent interpersonal skills</i>	As and when required basis	
Multi Tasking Attendant	12 <sup>th</sup> Standard	41	
Peon	8 <sup>th</sup> Standard		
<i>Driver</i>	<i>10<sup>th</sup> Pass (Possession of a valid driving licence for motor cars ) Knowledge of motor mechanism.</i>	As and when required	

	<i>Experience of driving a motor car for at least three years</i>	basis	
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\* *The educational qualification can be relaxed with the approval of the Officiating Secretary, ICSI, in case the candidate is well experienced.*

\*\**The number may vary as per requirement.*

## 7. Eligibility Criteria

(i) The Annual Turnover of the Tenderer in last three consecutive financial years (2015-16, 2016-17 and 2017-18) has to be more than Rs.1.00 Crore (excluding GST).

(ii) The Tenderer should have supplied minimum 100 number of similar manpower on an average per year in one or more Organizations in the last three consecutive financial years.

(iii) The Tenderer should have an experience of providing various types of manpower (Academic, Administrative, Accounts, etc.). Please give details as per the below format:

Financial Year	Type of manpower provided	Name of the Organisation(s) to whom services are provided	Number of manpower provided	Duration of service
2017-18				
2016-17				
2015-16				

(iv) *Eligible Bidder shall be a company/LLP having their registered office in India and must be incorporated or registered under any of the following Acts – the Indian Companies Act, 1956 or The Indian Companies Act, 2013 or The Partnership Act. 1932.*

(v) The Tenderer should have PAN, registration with GST, ESI and PF Department(s) and should have license under the Contract Labour (Regulation and Abolition) Act, 1970.

(vi) The Tenderer should not have been blacklisted or debarred by any Government Organization/PSU etc. The 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. The bidder shall furnish an affidavit to this effect duly signed by authorized signatory of the bidder.

(vii) The Bidder should have at least five years of experience and satisfactory performance of providing manpower to Central Govt Ministries / Departments, Public Sector Undertakings, Universities / Autonomous Institute / Autonomous / Statutory Bodies, Banks, Multinational Companies

etc. The reputation / track record of the bidder will be subject to verification by ICSI.

(viii) The Tenderer should have all India operation.

(ix) The Tenderer should have an office in Delhi/NCR.

(x) The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchange between the Bidder and the ICSI shall be in English.

(xi) The Contractor shall sign Non-Disclosure Agreement with the ICSI for confidentiality of the data and information/records of the ICSI.

8. The Tenderer is required to deposit an Earnest Money Deposit (EMD) of Rs. 3,10,000/- (Rupees Three Lakhs Ten Thousand Only) by demand draft in favour of "The Institute of Company Secretaries of India" payable at "New Delhi" which shall be submitted along with the Tender. Tenders received without EMD/inadequate EMD shall not be entertained.

*(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).*

Tender should be submitted in sealed envelopes, envelope-1 shall contain 'EMD' and tender fees, envelope-2 containing 'TECHNICAL BID' shall provide only technical bid along with the questionnaire (please see check list of documents for technical scrutiny as given in 2.2 of section-2) and envelope-3 containing, 'FINANCIAL BID' shall provide only Price as per Section-4 (Financial Bid) of the tender document. Envelope 4 shall contain all the above 3 nos. of envelopes sealed separately. This sealed envelope-4 should be addressed to Officiating Secretary, ICSI House, C - 36, Sector 62, Noida - 201309. All the Envelopes should bear the inscription 'Tender for Providing Various Types of Manpower Services on outsource basis at various offices of the ICSI at different places in India', 'Tender Number' and bidders details (Name, address, Contact Details, Mobile No. and e-mail). This envelop to be sent to the Institute's address given below either by registered post/speed post/or by dropping in person in the tender box.

Address:

Officiating Secretary,  
The Institute of Company Secretaries of India,  
ICSI House, C-36, (Ground Floor : Tender Box),  
Sector-62,  
Noida – 201 309 (UP)

The complete tender should reach ICSI at the above mentioned address on or before 2:00 PM on May 03, 2019. The Institute shall not be liable for any postal delay. Tenders received after the stipulated date and time will not be entertained.

The tender (Technical Bid) will be opened on May 03, 2019 at 3:00 PM in the Institute's Noida building at the address given above in the presence of Tenderer or their authorized representatives present at the time of opening the tender and there will be no separate communication in this regard.

ICSI shall have the right to assess the competencies and capabilities of the Tenderer by going through the credentials given in the Technical Bid and on the basis of such credentials, ICSI may reject the candidature of the Tenderer without assigning any reason. In such case(s) the Financial Bid shall not be opened for that particular Tenderer.

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 intimated separately.

ICSI reserves the right to accept or reject any or all the tenders without assigning any reason. Further, the conditional Bids shall not be considered and will be outrightly rejected in the very first instance.

The institute reserves the right to cancel/modify/amend the terms and conditions for outsourcing for providing Manpower without assigning any reason thereof.

**Further clarification, if any, Mr. Gaurav Mehta, Deputy Director, Directorate of HR may be contacted at telephone No. 011-45341036 / 1040, email : [gaurav.mehta@icsi.edu](mailto:gaurav.mehta@icsi.edu) or undersigned at telephone No. 0120-4522008 / 0120-4082144 on any working day during office hours.**

Date: April 12, 2019

(Amit Kumar Ghoshal)  
Director (Purchase & Stores)

(END OF SECTION-1)

SECTION - 2

GUIDELINES TO TENDERERS

## GUIDELINES TO TENDERERS

- 2.1 Introduction (Definitions)
- 2.2 Check List of documents required for technical scrutiny
- 2.3 Contractor to bear cost of purchase of tender
- 2.4 Bid documents
- 2.5 Amendment to Bid documents
- 2.6 Extension of time
- 2.7 Financial Bid
- 2.8 Earnest Money Deposit
- 2.9 Validity period of Bid
- 2.10 Format of signing the Bid
- 2.11 Deadline for submission of Bid
- 2.12 Late Bid
- 2.13 Modification and withdrawal of Bids
- 2.14 Opening of Technical Bid
- 2.15 Clarification of Bids
- 2.16 Evaluation of tenders
- 2.17 ICSI right to accept any Bid and to reject any or all Bids
- 2.18 Notification of successful Bidder
- 2.19 Issue of Letter Of Intent
- 2.20 Cancellation of Letter Of Intent
- 2.21 Post Bid clarifications
- 2.22 Submission of Bid
- 2.23 Opening of Financial Bid

## 2.1 INTRODUCTION (DEFINITIONS)

- 2.2.1 The “ICSI” means THE INSTITUTE OF COMPANY SECRETARIES OF INDIA, New Delhi.
- 2.2.2 The “Manpower” means providing various type of manpower, which the Contractor is required to provide to the ICSI under the Contract.
- 2.2.3 “Bidder” or “Tenderer” means the company or group of companies engaged in the business of supplying manpower on contract basis.
- 2.2.4 “Contractor” means the successful Bidder entering into the contract with the ICSI.
- 2.2.5 “Party” means ICSI or Bidder individually and “Parties” shall mean ICSI and Bidder collectively.
- 2.2.6 “Letter of Intent” means the communication of the intention of the ICSI to the Contractor for the award of work read with Bid documents.
- 2.2.7 “Work Order” means the Order placed after issue of Letter of Intent by the ICSI to the Contractor signed by the ICSI including all attachments and appendices thereto and all documents incorporated by reference therein. It along with the Letter of Intent and Bid Documents and the Agreement constitutes the Contract.

## 2.2 CHECK LIST OF DOCUMENTS REQUIRED FOR TECHNICAL SCRUTINY

The list of documents required to be enclosed with Technical Bid for getting eligible to be considered for technical scrutiny: -

S.No.	Documents Required
1.	Demand Draft of Rs. 590/-/- (Rupees Five Hundred and Ninety Only) drawn in favour of “The Institute of Company Secretaries of India” payable at New Delhi, towards non refundable Tender cost in case tender document is downloaded from the ICSI website.
2.	Demand Draft towards Earnest Money Deposit (EMD) Rs. 3,10,000/- (Rupees Three Lakhs Ten Thousands Only).
3.	Copies of work order/agreement of similar works /assignments executed or continuing during the last three financial years.
4.	A copies of Registration Certificate(s) (self attested) issued by the respective Departments of GST, ESI, PF and Income Tax (PAN/TAN), etc.
5.	Duly filled in and signed Acceptance Certificate, as per proforma given at Section-6.
6.	Complete copy of Tender Document duly signed and with official seal on all the pages.
7.	Company Profile in brief including Directors Profile.
8.	Certificate confirming supply of 100 number of Manpower on an

S.No.	Documents Required
	average per year in the last three consecutive financial years, duly certified by a Company Secretary/ Chartered Accountant.
9.	Copies of Audited Financial Statement including Profit & Loss Account and Balance Sheet for consecutive last three years (Financial Years 2015-16, 2016-17, 2017-18) ending 31.03.2018 duly audited by a Chartered Accountant.
10.	Self attested copies of Income Tax Returns of last three consecutive assessment years (Assessment Years 2016-17, 2017-18 & 2018-19)
11.	A letter of authorization accompanied by a Board Resolution in case the Bid is signed on behalf of the Company.
12.	Certified copy of the following certificates:- Certificate of Incorporation issued by the Registrar of Companies in case of Company or LLP;
13.	Affidavit to the effect that the Service Provider have not defaulted in payment of statutory dues like EPF/ESI/NPS/ GST/Income Tax etc and never been blacklisted by any establishment/ organization at any point of time.
14.	Certified copy of the statement of Bank A/c for the last six months duly attested by the Bankers/ Company Secretary/ Chartered Accountant.
15.	The bid document should be paginated.

Note: The Tenderer who submits the above documents alongwith the Questionnaire of Technical Bid as per the proforma given at Annexure I of Section-5 will only technically qualify subject to the satisfaction of ICSI, otherwise not.

### 2.3 BIDDER TO BEAR COST OF PREPARATION & SUBMISSION OF OF TENDER

The Bidder shall bear all costs associated with the preparation and submission of the Bid. The ICSI in any case will not be responsible or liable for these costs regardless of the conduct of the bidding process.

### 2.4 BID DOCUMENTS

Bid Documents include : -  
Section 1 Notice Inviting Tender (NIT)  
Section 2 Guidelines to Tender  
Section 3 Conditions of Contract  
Section 4 Financial Bid Format  
Section 5 Annexures  
Section 6 Acceptance Certificate

### 2.5 AMENDMENT TO BID DOCUMENTS

At any time, prior to the date of submission of Bids, the ICSI at its discretion may for any reason, modify the Bid Documents by amendments.

## 2.6 EXTENSION OF TIME

In order to give prospective Bidders required time to make the amendments as per clause 2.5 above, the ICSI may at its discretion extend the deadline for submission of Bid suitably.

## 2.7 FINANCIAL BID

The Service Charge has to be quoted only on percentage basis on total billing (excluding the statutory benefit) amount before applicable GST. The Service Charge rate quoted by the Bidder shall remain fixed during the entire period of the Contract and shall not be subject to variation on any account, whatsoever. The Bid submitted with a variation clause (unless asked by the ICSI) will be treated as non-responsive and may get rejected.

The bidder, who submit unrealistic rate of service charges i.e. 0% shall be debarred for further consideration. The bidder shall quote percentage upto 2 decimal points. If the bidder quoted percentage with more than 2 decimal, then upto 2 decimal points only be considered without rounding up.

In case of financial bid evaluation if it is found that two or more bidders have submitted identical lowest percentage of service charge, then the bidder among these lowest bidders having maximum turnover will be considered as L1.

## 2.8 EARNEST MONEY DEPOSIT (EMD)

- 2.8.1 The Bidder shall submit EMD amount as mentioned in the NIT. The EMD shall be in the form of Demand Draft/Pay order from the Scheduled Bank in favour of "The INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at "New Delhi".
- 2.8.2 The Bid not accompanying with EMD Demand Draft in accordance with the above shall not be entertained.
- 2.8.3 The EMD of the unsuccessful Bidder will be returned by the ICSI without interest after one month of award of contract.
- 2.8.4 The successful Bidder's EMD will be discharged upon the Contractor's submission of Security Deposit / Performance Guarantee.
- 2.8.5 The EMD may be forfeited under the following circumstances: -
  - a) If a Bidder withdraws its Bid during the period of Bid validity specified in Clause 2.9.
  - b) In case of the successful Bidder, if it fails to submit the required Security Deposit / Performance Guarantee within the time prescribed or

- c) In case of the successful Bidder, If it fails to provide the requisite manpower within specified period as per the requirement of the ICSI.
- d) In case of the successful Bidder, does not accept the work order.
- e) 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.

2.8.6 No interest is payable on EMD.

2.8.7 In case of inadequacy or non-submission of prescribed EMD, the tender shall be deemed to be disqualified and shall be summarily rejected in the technical evaluation.

## 2.9 VALIDITY PERIOD OF BID

Bid shall remain valid for 120 (One Hundred Twenty) days after the date of Bid opening. The Bid valid for a shorter period shall be rejected by the ICSI as non-responsive.

In exceptional circumstances, the ICSI may request for the consent of the bidder for an extension to the period of Bid validity. A bidder accepting the request and granting extension will not be permitted to modify its Bid.

## 2.10 FORMAT OF SIGNING THE BID

2.10.1 The original copy of the Bid shall be signed by the person duly authorized by the company. The letter of authorization shall be accompanied by a written Power of Attorney accompanying the Bid.

2.10.2 All pages of the original Bid shall be initialed by the person signing the Bid as token of his acceptance that the signatory has gone through the provisions, terms & conditions, etc. fully.

2.10.3 The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Authorized person in which case such corrections shall be initialed by the Authorized person signing the Bid.

## 2.11 DEADLINE FOR SUBMISSION OF BID

Bid must be received by the ICSI at the address specified and not later than the date and time specified in the NIT.

## 2.12 LATE BID

Any Bid received late by the ICSI after the closing date for submission of the Bid shall not be entertained.

## 2.13 MODIFICATION AND WITHDRAWAL OF BIDS

No Bidder shall be allowed to modify Bid subsequent to the deadline for submission of Bids.

## 2.14 OPENING OF TECHNICAL BID

On the date of tender opening only the Technical Bid shall be opened in the presence of the three officers of the ICSI. Financial Bids shall be opened on a later date/time only of the bidders who are qualified in technical evaluation process.

## 2.15 CLARIFICATION OF BIDS

To assist evaluation and comparison of the Bids, the ICSI may ask the Contractors for any clarification of the Bids. The clarification and response from Contractor shall be in writing.

## 2.16 EVALUATION OF TENDERS

2.16.1 The ICSI shall evaluate the Bids in respect to the substantive responsiveness of the Bid or otherwise. The ICSI shall carry out detailed evaluation of the substantially responsive Bids. The ICSI shall check the Bid to determine whether they are complete, whether any computational errors have been made.

2.16.2 Arithmetical error shall be rectified on the following basis : -  
In case of discrepancy in words and figures, the amount in words shall prevail.

2.16.3 A Bid determined as substantially non-responsive shall be rejected by the ICSI.

2.16.4 The ICSI may waive any minor informal omission or non-conformity or irregularity in the Bid which does not constitute a material deviation.

2.16.5 The ICSI shall evaluate in detail and compare the Bids which are substantially responsive.

## 2.17 ICSI RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The ICSI does not bind itself to accept the lowest or any Tender. ICSI also reserves its right to cancel the bidding process and reject all Bids at any time prior to award of the Contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder due to action of the ICSI.

The ICSI reserves the right to accept the whole or any part of the tender.

## 2.18 NOTIFICATION OF SUCCESSFUL BIDDER

2.18.1 Prior to the expiry of the Bid period, the ICSI will notify the successful bidder in writing by registered letter or email, to be confirmed in writing by registered letter that its Bid has been accepted.

2.18.2 Upon successful bidder furnishing of Security Deposit / Performance Guarantee, the EMD of successful bidder will be discharged.

## 2.19 ISSUE OF LETTER OF INTENT

2.19.1 The issue of Letter of Intent shall constitute the intention of the ICSI to place the Work Order with the successful Bidder.

2.19.2 The Bidder shall within 10 (Ten) days of the issue of Letter of Intent give his acceptance along with the interest free Security Deposit *an amount equivalent to one month billing amount as Security Deposit with ICSI*

## 2.20 CANCELLATION ON LETTER OF INTENT

Failure of the successful Bidder to comply with the requirement of submission of Security Deposit in time shall constitute sufficient ground for the cancellation of the acceptance of Bid and forfeiture of the EMD, in which case the ICSI may make the offer to any other Bidder at the discretion of the ICSI or call for new Bids.

## 2.21 POST BID CLARIFICATIONS

No post Bid clarification at the initiative of the Bidder shall be entertained and any effort by the Bidder to influence the ICSI in Bid evaluation, Bid comparison or award of the work shall result in rejection of the Bid.

## 2.22 SUBMISSION OF BID

2.22.1 Sealed offer shall be submitted in the envelopes as under:.

- (a) Envelope 1 shall contain EMD.
- (b) Envelope 2 super scribed as "Technical Bid".
- (c) Envelope 3 super scribed as "Financial Bid".
- (c) Envelope 4 shall contain all the above envelopes.

2.22.2 Technical Bid shall be put in a separate sealed cover / envelope super scribing the wordings "TECHNICAL BID FOR PROVIDING VARIOUS TYPES OF MANPOWER ON OUTSOURCE BASIS AT VARIOUS OFFICES OF THE ICSI AT DIFFERENT PLACES IN INDIA", Notice Inviting Tender No. and Name of the Tenderer. The tender document duly stamped and signed (except the Financial Bid, Section 4) and all technical documents like literature, catalogues, etc. are to be put in the same envelope alongwith Tender Cost if the tender document is downloaded. Financial Bid of Contractor who technically qualify will only be opened for further consideration (Please see check list of documents for technical scrutiny as given in 2.2 of section - 2).

2.22.3 Documentary evidence in respect of the eligibility criteria mentioned in the NIT.

A single sealed cover containing three envelopes (i.e. envelope 1 (EMD) & envelope 2 “Technical Bid” sealed separately & envelope-3 “Financial Bid” shall be addressed to the ICSI at the following address :

Officiating Secretary ,  
INSTITUTE OF COMPANY SECRETARIES OF INDIA  
ICSI House, C-36 (Ground Floor : Tender Box),  
Sector – 62, Noida – 201309.

All the four envelopes (one outer and three inner) shall bear the Description of item, the ‘Tender Document for providing various types of Manpower Services’ and the ‘Tender Number’.

The inner and outer envelopes shall indicate the name and address of the Bidder to identify the Bid and to enable the Bid to be returned unopened in case it is declared ‘late’ or ‘rejected’.

Tender may be sent by Registered Post/Courier or dropped in Tender Box kept at Ground Floor at the ICSI House, C – 36, Sector 62, Noida – 201309. The responsibility for ensuring that the Tenders are delivered in time would vest with the Contractor.

Bids delivered in person shall be dropped in the Tender Box kept at - ICSI House, C – 36, Sector 62, Noida 201309 up to the time mentioned in the NIT. The ICSI shall not be responsible if the Bids are delivered elsewhere. No acknowledgement shall be given for the Tenders dropped in the Tender Box.

VENUE OF TENDER OPENING: Tender shall be opened in the office of the ICSI at C – 36, Sector 62, Noida at the time on the due date mentioned in the NIT. If due to administrative reasons the venue of Bid opening is changed, it will be duly intimated.

Tender Bid received through fax or through open letter will not be entertained and shall be rejected out rightly.

## 2.23 OPENING OF FINANCIAL BID

Financial Bids of only those Bidders whose Technical Bids are found to be qualified and acceptable to the ICSI will be opened. Bidder’s representative may attend the Financial Bid opening. The qualified Bidders shall be notified about the date, time and venue of the opening of the Financial Bid.

END OF SECTION -2

SECTION -3

CONDITIONS OF CONTRACT

## CONDITIONS OF CONTRACT

- 3.1 Place where the Manpower will have to be deployed.
- 3.2 Scope of work for Manpower
- 3.3 Payment Terms.
- 3.4 Period of Contract.
- 3.5 Pre-Bid Inspection/Survey.
- 3.6 Working Hours
- 3.7 Deployment of staff.
- 3.8 Damage caused to ICSI.
- 3.9 Labour Laws.
- 3.10 Security Deposit / Performance Guarantee
- 3.11 Termination of Contract.
- 3.12 Force Majeure
- 3.13 Recovery Clause
- 3.14 confidentiality Clause
- 3.15 Sub-Contracting
- 3.16 Arbitration
- 3.17 Jurisdiction
- 3.18 Indemnity
- 3.19 Right to Black List
- 3.20 General terms & conditions
- 3.21 Penalty
- 3.22 Agreement

### 3.1 PLACE WHERE MANPOWER TO BE DEPLOYED.

In the Offices of the Institute of Company Secretaries of India (ICSI). The ICSI is having its offices at New Delhi, Noida and in various locations all over India. The details of current locations are given hereunder :

Locations where ICSI is having its Offices			
Delhi i. HQrs.,Lodhi Road ii NOIDA iii. Prasad Nagar (NIRO)	Kolkata (EIRO)	Chennai (SIRO)	Mumbai (WIRO)
	Bhubaneswar	Amaravati	Ahmedabad
	Dhanbad	Bangaluru	Aurangabad
Agra	Hooghly	Calicut	Bhayander
Ajmer	Jamshedpur	Coimbatore	Bhopal
Allahabad	NE-Guwahati	Hyderabad	Dombivli
Alwar	Patna	Kochi	Goa
Amritsar	Ranchi	Madurai	Indore
Bareilly	Siliguri	Mangalore	Kohlapur
Bhilwara		Mysore	Nagpur
Bikaner		Palakkad	Nasik
Chandigarh		Salem	Navi Mumbai
Dehradun		Thiruvananthapuram	Pune
Faridabad		Thrissur	Raipur
Ghaziabad		Visakhapatnam	Rajkot
Gurgaon			Surat
Jaipur			Thane
Jalandhar			Vadodara
Jammu			
Jodhpur			
Kanpur			
Karnal-Panipat			
Kota			
Lucknow			
Ludhiana			
Meerut			
Modinagar			
Shimla			
Sonepat			
Srinagar			
Udaipur			
Varanasi			
Yamuna Nagar			

Note: The locations may be added and subtracted as per the decision of the ICSI

### 3.2 SCOPE OF WORK FOR MANPOWER

The scope of work shall cover daily operation and all routine / specialized work as assigned by the ICSI from time to time.

### 3.3 PAYMENT TERMS

- (a) Payment will be made on monthly basis within 07 (Seven) working days after submission of bills subject to deduction of applicable taxes. However, in case of delay in any particular month due to valid reasons, the Contractor shall ensure that the payment to his employees who are deployed at ICSI Offices are made by 7<sup>th</sup> of every month with salary slip, without linking to payment receivable from the ICSI. A Penalty of Rs. 1000/- per day shall be imposed on the contractor for failure to meet this deadline.

*Contractor shall be capable to pay monthly wags up to 1-2 months from his own resources in case of delay in payment by ICSI due to unavoidable circumstance.*

- (b) The cut off date shall be 20<sup>th</sup> of the month i.e. monthly cycle shall be 21<sup>st</sup> to 20<sup>th</sup>.
- (c) For processing and releasing the payment, the Contractor shall submit the bill every month along with the following :
1. Copy of Monthly Attendance Sheet of each of the manpower deployed by the Contractor at the ICSI Offices.
  2. Self-attested copy of the ECR & P.F. Challan of previous month alongwith a declaration that both the contributions of PF have been deposited.
  - 3 Self attested copy of the ECR & ESI Challans alongwith a declaration that both the contributions of ESI have been deposited.
  4. Self-attested copy of Challan towards the evidence of deposit of GST.
  5. A certificate certifying that the salary paid to the manpower is not less than the Minimum Wage applicable in the respective State and is in conformity with the Statutory Provisions and that all the conditions as per the laws in force have been complied with.

(D) First payment to the Contractor shall be released after furnishing security deposit.

### 3.4 PERIOD OF CONTRACT

The Contract shall be initially valid for a period of two year unless terminated earlier in terms of Clause 3.11. However, the ICSI at its sole discretion may extend the Contact for a further period of one year on the same rate, terms and conditions subject to maximum 03 years. Any extension of the Contract after the expiry of two years shall be on mutually agreed terms & conditions.

### 3.5 PRE-BID MEETING

The Pre-Bid meeting will be held on April 24, 2019 at 11.00 AM in the Institute's Noida building at the address given above, to have an understanding of the requirement.

### 3.6 WORKING HOURS

The Employee of the Contractor would work as per the working hours of the ICSI. In case of any office exigency, the employees of the Contractor will be required to work after office hours or on holidays for which overtime shall be paid as per the rates as applicable as per provision of the relevant Laws/Acts They contractor will allow its employees to avail one (1) day paid leave per month.

### 3.7 DEPLOYMENT OF STAFF

3.7.1 The Contractor shall deploy Trained, Qualified and Experienced personnel as per the requirement of the ICSI anywhere in India and more specifically in places mentioned in Clause 3.1 of Section 3. For all intents and purposes, the Contractor shall be the "Employer" within the meaning of different labour legislations in respect of the manpower deployed for the contractual services.

3.7.2 The Contractor shall pay the salary every month to the manpower deployed at the ICSI Offices. There shall be no Master and Servant relationship between the manpower so deployed by the Contractor and the ICSI and that the said manpower shall not claim any absorption/Regularization/benefit or compensation in any of the Offices of the ICSI under the provisions of Industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person deployed to this effect will be required to be submitted by the Service Provider to the ICSI.

3.7.3 The Employees of the Contractor have to work as per the directions/instructions given to the Contractor in this regard. The Contractor has to ensure that these directions / instructions are strictly adhered to by the manpower deployed at the ICSI Offices. Further, the manpower deployed by the Contractor shall adhere to the Dress Code of the ICSI.

- 3.7.4 The manpower proposed to be deployed by the Contractor shall be subject to verifying their character and antecedents, checking and suitability of their skills and will submit the character and antecedents' verification and proof on demand to the ICSI.
- 3.7.5 The manpower deployed by the Contractor shall be changed / replaced only with the prior approval of the ICSI except in the case of death or other contingency beyond the control of the Contractor. In the event of any requirement of additional manpower by the ICSI, the same will be provided by the Contractor within specified period of the receipt of the intimation from the DD (HR), ICSI. Before deploying / removing a person in / from the ICSI, the Contractor shall obtain a prior written approval of the DD (HR)/ designated Officer of the Institute who shall be the sole contact person under the Contract.
- 3.7.6 The Contractor shall be fully responsible and liable for any kind of accident / mishap to their staff while working in the ICSI Offices or otherwise.
- 3.7.7 The Contractor shall be responsible for the action and behavior of the Employees of the Contractor and shall ensure that the manpower deployed by him in the offices of the ICSI maintains office decorum and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work. If any of the Employees of the Contractor contravenes any of the aforesaid conditions or is found misbehaving with the supervisory staff or any other staff member / student / member of the ICSI or with any stakeholder of the ICSI, the Contractor shall, on receipt of instructions from the ICSI, replace such an employee, without asking for any reasons.
- 3.7.8 No person below the age of 18 (Eighteen) years or of an unsound mind shall be deployed to work in any of the ICSI Offices.
- 3.7.9 The Contractor shall pay to the employees of the Contractor employed by him, salary/wages not less than the wages as agreed by the ICSI subject to the statutory provisions of various Labour Laws including but not limited to the Payment of Wages Act, 1936, Minimum Wages Act, 1948, etc. But in no case the wages of the employees of the Contractor would be less than the applicable Minimum Wage and also the amount agreed by the ICSI and the Contractor.

The Contractor shall be responsible to submit a copy of the Notification issued by the respective State Government(s) in respect to the Minimum Wages applicable in the State(s) where the ICSI Offices are located, within 30 (Thirty) days of issuance of the said Notification.

- 3.7.10
- a. The Contractor shall submit the monthly MIS to Dte. of (HR) at ICSI (containing complete details like name, address, email id, PF no. ESIC no. etc) in respect to the manpower deployed by them..
  - b. The Contractor will provide the copies of bio-data, attested copies of educational certificates, attested copies of the Identity /address Proof like driving license, bank account details, copy of pan card and aadhar card, and recent passport size photograph, medical fitness certificate, copies of the Appointment Letter as issued to its employees, who are deployed at the ICSI Offices.
  - c. A police verification of such employees shall be provided by the contractor.
  - d. Any other related as information asked by the ICSI.
- 3.7.11 If any dispute arises from any of the employees of Contractor deployed at ICSI Office(s), the same shall be dealt with solely by the Contractor at his own cost. The ICSI shall not be responsible and shall not have any obligation either for dealing such dispute or for the cost of dealing or settling such dispute.
- 3.7.12 All the persons deployed by the Contractor at the ICSI Office(s) will have to carry Identity Cards which will be issued by the Contractor. Any negligence/offence on their part will attract immediate removal from the ICSI Office.
- 3.7.13 Manpower deployed by the Contractor at ICSI Office(s) for carrying out the work are strictly prohibited of being associated with any other work in the ICSI Office.
- 3.7.14 The contractor shall replace immediately any of its personnel found unacceptable to ICSI because of security risks, incompetence, conflict of interest, improper conduct etc., upon receiving a notice from this office.
- The contractor shall provide a substitute within 7 days in the event of any person leaving the job due to his/her personal reasons. The delay by the agency in providing a substitute beyond 7 working days will attract pre-agreed liquidated damages @1000/- per day.
- 3.7.15 The person during course of their work shall be privy to certain classified document, confidential information and other information which they are not supposed to divulge to third parties. In view of this, there shall be required oath of confidentiality and breach of this conduction shall make the service provider as well as the person concerned liable of panel action under IPC, Cr. PC or any other relevant provisions besides action for breach of conduct.

- 3.7.16. It shall be the responsibility of Service Provider to maintain the Muster Roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act, 1970

### 3.8 DAMAGE CAUSED TO ICSI

In case of any damage caused to the ICSI due to the negligence, carelessness or inefficiency of the employee of the Contractor, the Contractor shall be responsible to make good the loss. The Contractor shall be given fair opportunity to be heard and represent. Decision of the , the ICSI shall be final & binding on the Contractor.

### 3.9 LABOUR LAWS

- 3.9.1 The Contractor shall abide by all the Laws, Rules and Regulations related to Labour Laws, as are applicable or which may become applicable during the period of the Contract including but not limited to Workmen Compensation Act, 1923, Employees Provident Funds & Miscellaneous Provisions Act, 1952, Employee's State Insurance Act, 1948, The Contract Labour (Regulation and Abolition) Act, 1970, Payment of Wages Act, 1936, Minimum Wages Act, 1948, The Payment of Bonus Act, 1965, The Payment of Gratuity Act, 1972, The Child Labour (Prohibition and Regulation) Act, 1986, The Maternity Benefit Act, 1961, etc. The compliance of the above will be the sole responsibility of the Contractor. The ICSI will not be a party at any stage in any of the disputes relating to the above. In case, any liability arises due to non-conformance by the Contractor, the Contractor shall be liable to indemnify the ICSI for the same. Under no circumstances the ICSI will be liable for the same.
- 3.9.2 The Contractor shall abide by all applicable laws, and shall adopt all required welfare measure for the Employees of Contractor and discharge all other obligations concerning thereto. The Contractor shall furnish adequate proof to the ICSI in this regard. It is again clarified that all such responsibilities and obligations, whether specified herein or not, shall be the exclusive responsibility and obligations of the Contractor, and the ICSI shall not be held liable for such responsibilities / obligations in any manner, whatsoever.
- 3.9.3 The Contractor shall pay the bonus to the employees (deputed in ICSI) in accordance with the payment of Bonus Act, 1965.

### 3.10 SECURITY DEPOSIT / PERFORMANCE GUARANTEE

The Contractor shall deposit an amount equivalent to one month billing amount as Security Deposit with ICSI within 10 days from the date of issue of Letter of Intent along with an Indemnity Bond as per the pro-forma given at Annexure II of Section-5. No interest will be payable on the said deposit. In

case the Contractor fails to deposit the Security Deposit, the EMD amount will be forfeited and the Contract will be terminated by the ICSI.

The vendors registered with MSME/NSIC, CPO, DGS&D etc. are also required to submit requisite Security Deposit / Performance Guarantee.

Based on quarterly review of monthly billing amount, in case, on an average if monthly billing goes more than the deposited Security Deposit then contractor shall furnish the difference amount as Security Deposit by way of demand draft/ banker's cheque or Bank Guarantee from the schedule bank to the ICSI, if the contractor fails to submit the same, the said difference in amount shall be recovered from the monthly bill(s) of the contractor as Security Deposit. The Security Deposit shall be valid for the entire duration of the Contract plus three months extra.

Further, the ICSI reserves the right to forfeit the Security Deposit, if the Contractor fails to commence the work or commits any breach of the Tender Conditions.

### 3.11 TERMINATION OF CONTRACT

i. Either party may terminate the contract, without assigning any reason, by giving ninety (90) days notice in writing to the other. In case the contractor fails to give the advance notice of ninety(90) days, its Security Deposit/ Performance Guarantee shall be forfeited.

ii..The ICSI can be terminate the contract on unsatisfactory performance of the contract, as mentioned below by giving thirty days (30) days advance written notice to the Contractor

- For Default to perform obligations under the Contract or if the services are not as per the specifications/satisfaction of the ICSI or in the event of non adherence to time schedule by the Service Provider;
- Non- compliance of the statutory requirement(S).
- Becomes incapable of or unable to perform the Contract; death or dissolution of Service Provider or commencement of liquidation or winding up proceedings or appointment of a Receiver or insolvency of the Service Provider;
- Service Provider assigns or sub-lets the work under the contract without the prior written permission from the ICSI;
- Service Provider violating any of the terms and conditions of the contract;

- Service Provider commits breaches (maximum three times) in disbursing the salary to its personnel deployed at ICSI by the date specified herein.

However, the termination notice as per the clause no. ii, above may be revoked provided the Service Provider rectifies the default within notice period to the satisfaction of the ICSI. No consequential damages shall be payable to the Service Provider in the event of such termination.

- iii. In the event of termination of contract as per clause no. i & II, all the personnel deputed to ICSI shall automatically stand withdrawn by the service provider and no liability whatsoever shall exist on the part of ICSI on account of the termination of the contract.
- iv. Upon termination of the Contract, the ICSI shall release the Security Deposit alongwith if any bank guarantee or additional amount deposited as security deposit, after receipt of copy of all the documents from the Contractor relating to the disbursements made to the manpower deployed at the ICSI Offices alongwith the copies of the Statutory Deductions / Deposits / Challans/ ECR towards PF, ESI, GST, etc. The decision of the Officiating Secretary , the ICSI in this regard shall be final and binding on.
- v. Any pending or unresolved issues, compliances, unpaid payment and any other remedies shall continue by the contractor during the period of termination notice and the same must be satisfied before this agreement is terminated.

### 3.12 FORCE MAJEURE

If any time, during the continuance of this Contract, the performance in whole or in part by either party under obligation as per this Contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (herein after referred to "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 (Twenty One) days of the date of occurrence thereof, neither party shall by reason of such an "eventuality" be entitled to terminate this Contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the Contract. The Contract shall be resumed as soon as practicable after such "eventuality" has come to an end or cease to exist. In case of any dispute, the decision of , the ICSI, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such eventuality for a period exceeding 90 (ninety) days, either party may at its option, terminate the Contract.

### 3.13 RECOVERY CLAUSE

Whenever under this Contract any sum of money is recoverable from and payable by the Contractor, the ICSI shall be entitled to recover such sum by

appropriating in part or in whole from the EMD/Security Deposit. In the event of the amount of the Security Deposit being insufficient, the balance or the total sum recoverable, as the case may be, shall be deducted from any sum due to the Contractor or which at any time thereafter may become due to the Contractor under this or any other contract with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the Contractor shall pay the ICSI on demand the remaining balance due.

### 3.14 Confidentiality

The contractor will acknowledge that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to ICSI will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The contractor 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 contractor, the ICSI shall be indemnified. The contractor agrees to maintain the confidentiality of the ICSI's information after the termination of the contract also. The contractor 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.

### 3.15 SUB-CONTRACTING

The contractor shall not assign or transfer and sub-contract its interest / obligations under this contract to any other concern / individual .

### 3.16 ARBITRATION

3.16.1 In the event of any dispute arising between the ICSI and the Contractor in any matter covered by this Contract or arising directly or indirectly there from or connected or concerned with the said Contract, the matter shall be referred to the , the ICSI who will act as a Sole Arbitrator or may nominate any Officer of the ICSI as Sole Arbitrator notwithstanding the fact that such an Officer has been directly or indirectly associated with this Contract. The Contractor expressly agrees that the decision given by the Arbitrator shall be final and binding on both the parties.

3.16.2 The place of the Arbitration shall be at "The Institute of Company Secretaries of India, ICSI House, 22, Institutional Area, Lodi Road, New Delhi-110003".

3.16.3 The Arbitration proceedings shall be governed by the Arbitration and

Conciliation Act, 1996 as amended from time to time.

3.16.4 The proceedings of Arbitration shall be in English language.

### 3.17 JURISDICTION

Only Courts in Delhi shall have the exclusive Jurisdiction.

### 3.18 INDEMNITY

That the contractor shall indemnify and shall keep at all times Indemnified the ICSI against all actions, accident, injury, suits and proceedings and all any costs, charges, expenses, loss or damage incurred, suffered, caused to / sustained by the ICSI by reason of any default or breach or lapse or negligence or non-observance or non-performance of statutory compliance or non-compliance otherwise.

### 3.19 RIGHT TO BLACK LIST

ICSI reserves the right to blacklist a Contractor for a suitable period in case he fails to honour tender conditions without sufficient grounds.

### 3.20 GENERAL TERMS & CONDITIONS

- 3.20.1 The employee(s) of the Contractor shall not disclose to any unauthorized person any information/data that he/she may have or may acquire by virtue of his/her position in the Office of the ICSI. This is also applicable after leaving the ICSI Office(s).
- 3.20.2 The Contractor shall deploy such Employees who are capable to take proper care of the various documents/ equipments, etc, including the premises of the ICSI. In the event of any loss being caused to the ICSI on account of negligence/dereliction of duties or performance of their obligations by the Contractor or employees of the Contractor, the Contractor shall be liable to indemnify ICSI for such loss, which will be determined by the , the ICSI whose decision will be final and binding on the Contractor.
- 3.20.3 The ICSI will deduct Income Tax at Source under the Income Tax Act, 1961 from the payments made to the Contractor.
- 3.20.4 The ICSI reserves the right to ask and require the Contractor to remove any Employee deployed by the Contractor, without assigning any reason/notice thereof.
- 3.20.5 That no right, much less a legal right shall vest in the Contractor employees to claim or have employment or otherwise seek absorption in the ICSI nor the Contractor's employees shall have any right whatsoever to claim the benefits and/ or emoluments that

may be permissible or paid to the employees of the ICSI. The Contractor's Employees will remain the employees of the Contractor and it shall be the sole responsibility of the Contractor to inform and clarify it to his Employees before deputing them on work at any of the ICSI Offices.

3.20.6 Without limiting the generality of the conditions herein, if any of the Contractor's Employees prefer claim for employment with the ICSI, the Contractor shall, at its own cost, deal with such claim and settle such claims without any obligation on the part of the ICSI regarding such claims or settlements thereof.

3.20.7 In the event an employee of the Contractor is required to work beyond the specified working hours or on holidays, in such a case the payment to the Manpower will be made as under :-

- (i) For sitting late beyond the normal working hours on working days, the Overtime Allowance (OTA) rate as applicable will be paid.
- (ii) For attending office on holidays, they can claim either OTA or a Compensatory off provided the Manpower has worked for full day and observed normal working hours.

3.19.8 The ICSI shall have the right to inspect & call for the records/ registers maintained by the contractor in respect of the manpower supplied by him and deployed in various offices of the ICSI.

### 3.21 PENALTY

The Contractor and the employees of the Contractor shall be held liable for any fraud, mischief and misappropriation or any other type of misconduct/ non compliance on the part of Contractor/ his employee(s). The ICSI may impose a penalty upon the Contractor as it deem fit according to the gravity of guilt / loss / misconduct / misappropriation, etc.

### 3.21 AGREEMENT

After issuance of the Work Order, in favor the successful Tenderer, the said tenderer will have to execute an Agreement on a Stamp Paper of an appropriate value as per proforma given in Section-5 that he will abide by the terms and conditions as mentioned in the Tender.

END OF SECTION – 3



SECTION - 5

ANNEXURES

Annexure-I

(Refer Clause 2.2 of Section 2)

**TECHNICAL BID**

**Tender No. PC: 2019-20 (MP)**

**April 12, 2019**

QUESTIONNAIRE TO BE FILLED UP BY THE CONTRACTOR APPLYING FOR  
TENDER FOR PROVIDING VARIOUS TYPES OF MANPOWER SERVICES ON  
OUTSOURCE BASIS AT VARIOUS OFFICES OF THE ICSI AT DIFFERENT  
PLACES IN INDIA.

S.No.	Details required by ICSI	Details to be filled by the Contractor
1.	Status of Contractor including its Director(s) (in case of Company)/Partners (in case of LLP) (Attach Documentary Proof)	
2.	Bio-Data of Directors/ Partners (Attach copy)	
3.	Registered Address: Tel. No. Website: Contact Details of the Single Point of Contact: 1) Mobile: 2) e-mail id:	
4.	Corporate Office Address: (if other than above) Tel. No. Website: Contact Details of the Single Point of Contact: 1) Mobile: 2) e-mail id:	
5.	Office Address in Delhi NCR Tel. No. Website: Contact Details of the Single Point of Contact: 1) Mobile: 2) e-mail id:	
6.	Financial Status of bidder including Annual Report of Past 3 (three) years with ROC (Registrar of Companies) receipts duly authenticated by Chartered Accountant. (Attach Documentary Proof)	

S.No.	Details required by ICSI	Details to be filled by the Contractor
7.	Current list of clients with number of Manpower working in Site (Attach Documentary Proof)	
8.	Name of bidder's 3 (three) largest clients to whom Contractor provides similar services (Attach Documentary Proof)	
9.	ESI Registration No. (Attach a copy of the Registration Certificate).	
10.	PF Registration No. (Attach a copy of the PF Registration certificate)	
11.	Income Tax Permanent Account No./TAN No. (Attach Documentary Proof)	
12.	GST no. (Attach Documentary Proof)	
13.	License No. issued by the Regional Labour Commissioner (Copy of license)	
14.	Details of Tender fees & EMD- Bank Draft No. Date of Draft, Bank Name	
15.	Documentary evidence in respect of the eligibility criteria mentioned in the NIT	
16.	Details of pending litigation(s)	
17.	Affidavit that the Contractor has not been blacklisted by any other Organisation in past.	
18.	Banker of Service Provider with full address(Attach certified copy of bank a/c for last six months)	

(Signature of the Contractor or his Authorized Signatory with Seal of the Contractor's Company/)

Date:

(SIGNATURE OF AUTHORIZED PERSON)

NAME :

SEAL :

Annexure-II

(Refer Clause 3.10 of Section 3)

(To be on the non-judicial stamp paper of an appropriate value)

INDEMNITY BOND

This Indemnity Bond is made by M/s. \_\_\_\_\_  
\_\_\_\_\_ through its Authorized  
representative Shri \_\_\_\_\_ (hereinafter referred  
to as the 'Executant') S/o Shri \_\_\_\_\_ R/o  
\_\_\_\_\_

in favour of the Institute of Company Secretaries of India (ICSI), ICSI House, 22,  
Institutional Area, Lodi Road, New Delhi – 110 003.

And whereas the Executant have been awarded the Tender vide Letter of Intent  
dated \_\_\_\_\_ for providing various types of manpower on outsource basis at various  
offices of the ICSI at different places in India (Academic, Administrative, Accounts,  
Driver etc.) in the offices of the ICSI situated at New Delhi, Noida and at various  
locations all over India.

And whereas the manpower will be deployed by the Executant at various Offices of  
the ICSI as per the requirements of the ICSI.

Now therefore, it is hereby agreed between the parties that :

The Executant shall bear all the necessary expenses which he may incur while  
complying with the terms & conditions of the Tender and all the rules-regulations and  
directions of the ICSI.

The Executant shall indemnify and keep at all times indemnified to the ICSI, against  
all the risks, losses, claims, damages, accidents, penalties, court/police cases, on  
account of providing manpower services. The Executant shall be the employer for all  
purposed in respect of the manpower so provided and he shall be responsible for  
and shall ensure implementation of labour and industrial laws etc. and to pay the  
salary latest by 7<sup>th</sup> of the following month to his employees deployed in the ICSI.

In witness whereof this Indemnity Bond is made at  
\_\_\_\_\_ on this \_\_\_\_\_ day of ....., by the Executant in  
the presence of the following witnesses.

EXECUTANT

Witnesses:

- 1.
- 2.

AGREEMENT

(To be on the non-judicial stamp paper of an appropriate value)

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2017 between the Institute of Company Secretaries of India (hereinafter referred to as "ICSI"), through Shri \_\_\_\_\_ having it's Head Office at ICSI House, 22, Institutional Area, Lodi Road, New Delhi – 110003, of the one part,

AND

M/s \_\_\_\_\_ (hereinafter referred to as "Contractor"), having it's Registered/ Head Office at \_\_\_\_\_, through Shri \_\_\_\_\_, Director who is duly authorized, of the other part.

WHEREAS the ICSI is a statutory body constituted by an act of Parliament i.e. the Company Secretaries Act, 1980 for the regulation and development of profession of company secretaries.

AND WHEREAS the ICSI has invited tenders from reputed, experienced and financially sound Manpower Services providers for providing Manpower Services (Academic, Administrative, Accounts, etc.) in its offices situated at New Delhi, Noida & at various locations all over India.

AND WHEREAS the Contractor has been declared successful bidder and ICSI is desirous of availing the service of the contractor for providing various types of manpower (Academic, Administrative, Accounts, etc.) in its offices situated at New Delhi, Noida & at various locations all over India.

AND WHEREAS the ICSI has issued a letter of Intent No. \_\_\_\_\_ dated \_\_\_\_\_ to the contractor.

AND WHEREAS the Contractor has given its Acceptance Certificate to the aforesaid letter of intent dated \_\_\_\_\_, vide his letter dated \_\_\_\_\_ conveying his acceptance to the terms & conditions of the Tender.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS, PROMISES AND COVENANTS SET FORTH HEREIN BELOW THE PARTIES HERETO AGREE AS UNDER:

1. That the Contractor has accepted the terms & conditions of the Tender without any conditions. The Tender Document and the terms and conditions mentioned therein, a copy of which is annexed hereto, shall form part and parcel of this agreement.

2. That the Contractor shall abide the terms & conditions of the Tender during the contractual period.
3. The Service Charge quoted by the Contractor shall remain firm during the entire period of the Contract and shall not be subject to variation on any account, whatsoever.
4. That the Contractor shall provide the manpower strictly as per the terms of the Tender. However, the actual number of manpower required from time to time will be communicated to the Contractor by a letter from the designated officer of the ICSI.
5. That the Contractor shall strictly abide by all the rules & regulations relating to all applicable Labour laws and shall make necessary compliances as may be required from time to time in respect of the manpower supplied in the offices of the ICSI. The Contractor shall pay to the employees of the Contractor employed by him, salary/wages not less than the minimum wages as revised by the respective State Government where the employees are deployed or as agreed by the ICSI subject to the statutory provisions of various Labour Laws. The contractor shall quarterly submit labour law compliance certificate.
6. That it is expressly understood & agreed between the parties to this agreement that the manpower deployed by the Contractor shall be the employees of the Contractor for all intents & purposes and in no case, any relationship of Employer & Employee between the said manpower & the ICSI shall accrue / arise implicitly or explicitly. Since all persons engaged for providing services under this agreement, shall be under the direct control and supervision of Contractor, hence, they would not be entitled to raise any dispute, demand or claim against the Institute and shall in no case be entitled to any benefit monetary or otherwise which may be admissible to the employees of the Institute. Also the Contractor shall be solely responsible to settle any claims being raised by any of its employee's and/or by their legal representatives/heirs because of the death of an employee or on account of an accident leading to disability being caused to him in the course of rendering of services during his employment on locations of Institute or otherwise under this agreement. Contractor shall indemnify and kept Institute harmless against all legal costs and consequences arising from the above claims. The said manpower shall not have any right / claim whatsoever against the ICSI in relation to this agreement.
7. The manpower deployed by the Contractor in the offices of the ICSI would work as per the working hours of such office of the ICSI. In case of any office exigency, the said manpower will be required to work after office hours or on holidays for which overtime shall be paid as per the per the rates as applicable as per provision of the relevant Laws/Acts . If the employees are required to work on Sundays and Holidays compensatory off may be given or a single day pay may be given. However, if they called for work on Saturday, no compensatory off and day's pay will be given. In case, the person deployed, is absent on particular day or comes late or leave early on two occasions, proportionate deduction will be made.

8. The Service Provider shall nominate a Coordinator who would be responsible for immediate interaction with ICSI so that optimum services of the persons deployed by the agency could be available without any disruption.
9. The Service Provider shall be solely responsible for redressal of the grievances/resolution of dispute relating to persons deployed. The ICSI shall, in no way, be responsible for settlement of such issues whatsoever.
10. That in consideration of the services rendered by the Contractor, the ICSI shall make the payment on the basis of the bills raised by the Contractor as per the terms of Letter of Intent(LOI) and the tender conditions. The Contractor shall furnish a copy of deposition of monthly EPF/ESIC challans/returns and ECR etc. of previous month with the next bill. Also the declaration to the effect that both employers and employee contribution has been duly deposited. The required strength of manpower under various categories shall be as per actual requirement and any increase/decrease thereby in the actual deployed manpower shall increase/reduce the payment to be made proportionately as per contracted rates.

The Contractor shall be responsible for and shall pay all taxes, duties, cesses, assessments or other charges of any kind or nature whatsoever levied by any government or governmental body on or in connection with the services. ICSI may withhold payments due to Contractor any amounts required with respect to the aforementioned taxes and to remit the same to the concerned authorities, in case of failure on the part of Contractor.

11. That the Contractor has given the interest free Security Deposit for an amount of Rs. \_\_\_\_\_ (Rupees..... Only) vide Demand Draft/ pay order No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ payable at New Delhi or by Bank Gurantee. The ICSI shall have the right to forfeit the Security Deposit / Performance Guarantee, if the Contractor fails to commence the work or commits any breach of the Tender Conditions. That the Contractor, in case on an average if monthly billing goes more than Rs. \_\_\_\_\_, the contractor shall furnish the difference amount as Security Deposit by way of Bank Gurantee to The ICSI, if the contractor fails to submit the same, the said difference in amount shall be recovered from the monthly bill(s) of the contractor as Security Deposit. The Bank Gurantee shall be valid for the entire duration of the Contract plus three months extra.
12. Whenever under this Agreement any sum of money is recoverable from and payable by the Contractor, the ICSI shall have right to recover such sum by appropriating in part or in whole from the bank gurantee of the Contractor. In the event of the security deposit /bank gurantee being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Contractor or which at any time thereafter may become due to the Contractor under this or any other agreement with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the Contractor shall pay to the ICSI on demand the remaining amount.

13. That the Contract shall be initially valid for a period of two years w.e.f. \_\_\_\_\_, 2019 subject to quarterly appraisal. However, the ICSI at its sole discretion may extend the Contract for a further period of one year at a time on the same rate, terms and conditions subject to maximum period of 03 years. Any extension of the Contract after the expiry of two years shall be on mutually agreed terms & conditions. Contractor shall have no right to claim extension of contract.
14. That the ICSI shall have the right to terminate the Contract with an advance notice of 90 days without assigning any reason, whatsoever. The Contract can also be terminated at the request of the Contractor, with an advance notice of 90 days.
15. Upon termination of the Contract, the ICSI shall release the Security Deposit / bank guarantee or additional amount deposited as security deposit, after the receipt of copy of all the documents from the Contractor relating to the disbursements made to the manpower deployed at the ICSI Offices along with the copies of the Statutory Deductions / Deposits / Challans/ ECR towards PF, ESI, GST,, etc. The decision of the , ICSI in this regard shall be final and binding on the Contractor.
16. Any pending or unresolved operational issue or performance shall continue by the Contractor during the period of termination notice and the same must be satisfied before this contract is terminated.
17. The Contractor shall have no claim to any payment or for compensation / damage for the loss suffered by him by reason of termination of this contract 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 the ICSI and the Contractor.
18. The contract shall be interpreted in accordance with and governed by the laws of India.
19. The relationship of Contractor with the ICSI under this contract shall be that of Principal to Principal. 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 contract. The acts performed and action taken by either party that do not fall under the contract 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.
20. This contract between the ICSI and Contractor is a non-exclusive agreement. The ICSI shall be free to enter into any such agreement with any other Contractor during currency or the extended currency of this contract.
21. This contract, its Attachments, if any, and the documents specifically referred herein constitute the complete contract between the Parties and replace any written or oral Agreement or understanding with respect to the subject matter. Changes, amendments or interpretations of this contract shall be valid only if they are in writing and signed by both parties, except that each Party may make a change of domicile or change of the name of

the person to whom notifications shall be sent. This notification shall be made through a written document to the other Party to this contract.

22. 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 contract.
23. Failure to exercise by either party of any right under this contract 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 contract shall not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by all the parties.
24. If any provision of this contract is held invalid, unenforceable or illegal for any reason, this agreement will remain otherwise in full force apart from that provision(s) which shall be deemed deleted.
25. Neither party shall assign or sub-let any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other. 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. 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.
26. 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.
27. 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.
28. 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 Agreement ii. The Attachments (if any) iii. The Letter of Intent iv. The Tender Document
29. Any dispute, difference, controversy or claim ("Dispute") arising between the Parties out of or in relation to or in connection with this contract, or the breach, termination, effect, validity, interpretation or application of this contract or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorised official of the parties. If, for any reason, such Dispute cannot be resolved amicably by the Parties, the same shall be referred to the Officiating Secretary , the ICSI who will act as a Sole Arbitrator or his nominee notwithstanding the fact that such nominee of the , the ICSI has been directly or indirectly associated with this Contract. 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. It is expressly agreed between the parties that the decision given by the Arbitrator shall be final and binding on both the parties. The place of the Arbitration shall be at "The Institute of Company Secretaries of India, ICSI House, 22, Institutional Area, Lodi Road, New Delhi-110003". The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 as amended from time to time.

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

IN WITNESS THEREOF the parties thereto have signed these presents on the date, month and year first above written.

For and on behalf of

For and on behalf of the Contractor

The Institute of Company Secretaries of India

By

By

Name & Designation

Name

Witnesses:

1.

2.

END OF SECTION – 5

SECTION – 6

ACCEPTANCE CERTIFICATE

(Refer Clause 2.2 of Section 2)

ACCEPTANCE CERTIFICATE

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

To,  
The Officiating Secretary  
Institute of Company Secretaries of India  
ICSI House, C – 36, Sec -62, Noida

Sub: Tender bearing No. PC:2019-20 (MP) for “Providing Various Types of Manpower Services on outsource basis at various offices of the ICSI at different places in India.

Sir,  
This is with reference to your tender bearing No. PC:2019-20 (MP) for “Providing Various Types of Manpower Services on outsource basis at various offices of the ICSI at different places in India. We are interested to participate in the tender for “Providing Various Types of Manpower Services on outsource basis at various offices of the ICSI at different places in India dated \_\_\_\_\_.

We declare that:-

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

Date: (SIGNATURE OF AUTHORIZED PERSON)

NAME :

SEAL :

END OF SECTION – 6