



**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)

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. ICSI/PC/Manpower/2025-26/105

Issued by

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

Tel. No.: 011-45341022

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



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

Tender No. **ICSI/PC/Manpower/2025-26/105**

April 18, 2025

Tender for providing various types of Manpower Services on Outsource Basis at various offices of the ICSI at different places in India.

Disclaimer: In case of unforeseen circumstances last date for submission of bid and date for opening of bids may be changed. Such changes, if any, shall be notified on ICSI's website (www.icsi.edu). The notice of such changes will be binding on all the Bidders.

S. No.	Description	Details
1.	Tender Publish Date	April 18, 2025
2.	Tender Fee	Rs. 1,180/- (Rs. 1,000/- + 18% GST) (Rupees One Thousand One Hundred Eighty Only)
3.	Earnest Money Deposit (EMD)	Rs. 6,50,000/- (Rupees Six Lakhs Fifty Thousand Only)
4.	Last date and time for sending Pre-Bid Queries through email (*)	All queries have to be sent at Email ID: Saiveevan.P@icsi.edu by 2:00 PM till April 24, 2025 .
5.	Replies of Pre-Bid queries	If any, will be uploaded on the following website/portal on or after April 28, 2025 by 1:00 PM on website of the Institute (www.icsi.edu).
6.	Last Date and Time for Submission of Bids	May 09, 2025 by 2:00 PM
7.	Address for submission of Bids	The Institute of Company Secretaries of India, ICSI House, C – 36, Sector – 62, Noida – 201309. (Ground Floor Reception: Tender Box of Dte. of Purchase) 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: Rajiv.ranjan@icsi.edu. <u>Financial bid (soft copy) is not to be submitted by email till further notification.</u>
8.	Bid Validity	270 days from the date of opening of technical bids.
9.	Date, time & venue of opening of Technical Bids.	May 09, 2025 at 3:00 PM at The Institute of Company Secretaries of India, ICSI House, C – 36, Sector – 62, Noida – 201309 or any other date, time and location as notified later on.

10.	Date and time of opening of commercial bids.	To be intimated at a later stage, only to technically qualified bidders.
11.	Contact details	Ms. Preeti Kaushik Banerjee, JSSG(HR), ICSI Tel.No.:011-45341022 / 1071 Email Id: preeti.kaushik@icsi.edu All pre-bid queries must be sent at Sajeevan.P@icsi.edu
12.	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 "ICSI") or by any of their 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, their 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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SECTION - 1

NOTICE INVITING TENDER

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

NOTICE INVITING TENDER (NIT)

Tender No. **ICSI/PC/Manpower/2025-26/105**

April 18, 2025

Tender for providing various types of Manpower Services on Outsource Basis at various offices of the ICSI at different places in India.

A. About ICSI:

The Institute of Company Secretaries of India (herein after referred as ICSI / Institute) is a statutory body constituted under an Act of Parliament i.e. the Company Secretaries Act, 1980. 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, Sector – 62, Noida. ICSI is the only recognized professional body in India to regulate and develop the profession of Company Secretaries in India.

The Institute also has other offices i.e. at C-36 & C-37, Sector – 62, Noida and 4 Regional Offices at Prasad Nagar, New Delhi (NIRO), Chennai SIRO, Kolkata EIRO, Mumbai WIRO, Navi Mumbai CCGRT, CoE Hyderabad and 72 chapter offices across India.

B. DEFINITIONS

- i) The “ICSI” means THE INSTITUTE OF COMPANY SECRETARIES OF INDIA, New Delhi.
- ii) The “Contract” means Agreement executed between the ICSI and the Vendor for providing various types of Manpower Services on Outsource Basis at various offices of the ICSI at different places in India.
- iii) “Bidder” or “Tenderer” means the agency/firm that is engaged in the business of providing various types of Manpower Services on Outsource Basis and applies in response to this notice inviting tender.
- iv) “Vendor” means the successful bidder who is engaged by ICSI to provide various types of Manpower Services on Outsource Basis at various offices of the ICSI at different places in India, through this tender process by entering into the contract with the ICSI.
- v) “Party” means ICSI or Vendor individually and “Parties” shall mean ICSI and Vendor collectively.
- vi) “Letter of Intent” means the communication of the intention of the ICSI to the vendor for the award of work read with tender documents.
- vii) “Work Order” means the order placed by the ICSI to the vendor signed by the authorized officer of ICSI including all attachments and appendices thereto and all documents incorporated by reference therein. Work order along with the Letter of Intent if any and tender documents and the agreement constitutes the contract.

Sealed tenders are invited by the Institute of Company Secretaries of India (Institute) 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, as per the details given in the Part ‘A’, ‘B’ & ‘C’ of the Tender Document.

SECTION - 2

I. INSTRUCTION TO BIDDERS

PART 'A'

1. PURPOSE

The Institute of Company Secretaries of India (ICSI) is seeking proposals from reputed vendors having expertise to provide various types of Manpower Services on Outsource Basis at various offices of the ICSI at different places in India.

2. The tender document can be downloaded from **April 18, 2025 to March 18, 2025** (till 01:00 PM) from the website of the Institute (www.icsi.edu) and/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.1000/- + Rs.180 for 18% GST)** by using following online link : "<https://apps.icsi.edu/TenderApp/>" and enclose the receipt of online payment generated by the system towards the cost of the tender document along with the bid. The bidder who fails to submit the cost of the tender document along with the bid, their bid shall not be considered for evaluation and no further communication shall be entertained in this regard. If any discrepancies found in the downloaded version of the tender document, the latest version of the tender document published by the ICSI through website notification at **Institute's website: www.icsi.edu/tender** will be treated as authentic and correct.

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

3. Earnest Money Deposit (EMD)

Every bidder has to make a deposit of Earnest Money (EMD) of **Rs. 6,50,000/- (Rupees Six Lakh Fifty Thousand only)** in the form of Demand Draft from any of the scheduled bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi. The bidder can also make online payment of the EMD using following online link: "<https://apps.icsi.edu/TenderApp/>" and/or Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/epublish/app>).

- i. 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. 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.
- iii. The EMD of the successful bidder can either be converted as part of the performance security on request of the bidder or will be refunded after receipt of Performance Guarantee/Security. In case the selected bidder/vendor opts to convert the EMD to be part of the performance security, balance amount towards the performance security is to be submitted by the selected bidder / vendor with the ICSI in the form of bank guarantee from scheduled bank immediately within ten (10) days of issue of LOI / work order but before execution of the agreement. The EMD of the unsuccessful bidders will be refunded without any interest/Bank commission/collection charges within 30 days after award of the contract / work order to the successful bidder. The balance of the performance security amount can also be submitted through demand draft issued from any of the scheduled bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi.

(Note: The bidders having valid registration with NSIC/MSME may avail exemption from submission of EMD but must enclose valid NSIC / MSME certificate/document in envelope No. 1 instead of EMD demand draft).

4. Forfeiture of EMD:

The EMD of the bidders shall be forfeited in the following circumstances: -

- i. The bidder withdraws its bid during the validity period of the bid;
 - ii. In case of the successful Bidder, if it fails to submit the required Security Deposit / Performance Guarantee within the time prescribed or
 - iii. In case of the successful Bidder, If it fails to provide the requisite manpower within specified period as per the requirement of the ICSI.
 - iv. The selected bidder does not accept the Purchase / Work Order;
 - v. The selected bidder fails to supply goods / services as per the terms of the Tender and Purchase / Work Order.
 - vi. Any other justified reasons e.g. misleading or wrong information in the Bid, violation of the terms and conditions of the Tender, involvement in forming ring/cartel, submission of multiple bids in different names etc.
5. The 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' (including all annexures) as a token of the bidder's unconditional acceptance to the terms prescribed by the Institute. Details/supporting documents wherever applicable, if attached with the tender must be duly authenticated by the bidder. No over-writing shall be accepted unless authenticated with full signature of the bidder. ICSI shall reserve its discretion to decide on authenticity/ validity of the over-writing without prejudice to its any other right. **Every page of the Tender document must be signed, stamped and submitted with the Tender by bidder.**
6. **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) and Annexure E to Annexure I 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).

7. The bidders must mention the price details in the prescribed format of price bid which is to be put in the sealed envelope as instructed at Sr. No. 6 above. The bidders should ensure that price details are not mentioned anywhere, except the prescribed price bid format. In case, during the evaluation it is found that the bidder has mentioned the price details anywhere, other than the prescribed price bid; the bid submitted by such bidder shall be out rightly rejected.
8. The sealed tender envelope duly super scribed, "**Tender for providing various types of Manpower Services on Outsource Basis at various offices of the ICSI at different places in India due on March 12, 2025**" must be addressed to **Secretary, ICSI** and be sent at the Institute's address given below either by registered post/speed post/courier or by dropping in the tender box placed at Ground floor of Institute's Noida office address as mentioned below & should reach on or before **2.00 PM on March 18, 2025**.

Address:

Secretary

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

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

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

The **Technical Bid shall be opened on March 18, 2025 at 3:00 PM** in the Institute of Company Secretaries of India at ICSI House, C-36, Sector-62 Noida 201309 or any other date, time and location as notified later on in the presence of those bidder(s), who wish to be present. ICSI may decide to open the bids on electronic mode. Mode, Date & time of opening of bids will be informed through the e-mail id those who requests for the same and be notified on the on 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 through any other mode of communication. **In the event of due date being a closed holiday or declared Holiday for ICSI-HQ / Central Government offices, the due date and time for opening of the bids can be changed on the sole discretion of ICSI which will be notified only at the ICSI website (tender page).**

9. The GST has rolled out with effect from 01.07.2017. For implementation of GST in ICSI, bidders who have not migrated to or registered with GST regime will not be eligible to participate in any tender of the Institute. Any offer received from the bidder without GST registration details will be summarily rejected.
10. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.
11. The bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged between the Bidder and the ICSI shall be in English.
12. ICSI shall have the right to assess the competencies and capabilities of the bidder by going through the credentials given in the Technical Bid and on the basis of such credentials, ICSI may reject the candidature of the bidder without assigning any reason. In such case(s) the Financial Bid shall not be opened for that particular bidder. The Financial Bid of only those bidders who qualify in the technical scrutiny shall be opened and time and date for opening the Financial Bid shall be communicated separately.
13. 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.
14. Bid Documents will consist of:

Section 1	Notice Inviting Tender (NIT)
Section 2	Instruction to Bidders
Section 3	Terms and Conditions of Contract
Section 4	Financial Bid Format
Section 5	Annexures

15. 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. Amendments if any, will be notified on the website.
16. In order to give prospective Bidders required time to make the amendments as per clause 16 above, the ICSI may at its discretion extend the deadline for submission of Bid suitably.
17. The bidder must submit the financial bid as service charges in 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 charge i.e. 0% or below shall be debarred for further consideration. The bidder shall quote service charge percentage up to 2 decimal points. If the bidder submits the service charge in percentage with more than 2 decimals, then up to 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 successful bidder.

18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.

24. 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.
25. The Institute reserves the right to accept or reject any or all the tenders including the lowest tender(s) without assigning any reason or to cancel the whole tender process at any stage without assigning any reason whatsoever at its sole discretion prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the ICSI's action. The decision of the Institute will be final and binding on all concerned.
26. 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.

27. Eligibility Criteria for bidding:

S. No	Particulars	Response Yes/No	Supporting Document Reference with Page No.
i)	The bidder shall be a company/LLP having their registered office in India and must be incorporated or registered either under relevant Act or any of the following Acts – the Indian Companies Act, 1956 or The Indian Companies Act, 2013 or <i>The Partnership Act, 1932</i> or <i>The Limited Liability Partnership Act, 2008</i> . The bidder has to ensure that the Object Clause of its MOA must have mention of the subject services explicitly. Please attach self-attested copy of Certificate of Incorporation / Copy of Registration Certificate (s) and copy of MOA and AOA.		
ii)	Board Resolution certified by the CEO/MD or Company Secretary of the bidder or Power of Attorney issued by the CEO/MD of the bidder in favour of the Authorized Signatory of the bid on behalf of the Bidder. Please attach Original Power of Attorney or certified copy of the board Resolution.		
iii)	Bidder must have registration under Employee Provident Fund and Miscellaneous Provisions Act, 1952. (Please attach self- attested photocopy of the certificate).		
iv)	Bidder must have registration under Employees State Insurance Act., 1984. (Please attach self-attested photocopy of the certificate).		
v)	Bidder must have registration under Contract Labour (Regulation and Abolition) Act, 1970. (Please attach self-attested photocopy of the certificate).		
vi)	Bidder must have all India operation and must have office establishment in Delhi/NCR for liasioning/coordination. Please attach self-attested copy of supporting documents.		
vii)	Average of the annual turnover of the bidder for last 3 years (FY 2021-22, 2022-23 and 2023-24) must be minimum Rs. 10 crore (excluding GST). Please attach self-attested copy of Audited financial P&L statements and Balance Sheet.		
viii)	The Bidder should have at least five years of experience and satisfactory performance of providing various types of manpower (Academic, Administrative, Accounts, etc.) to Central Govt Ministries / Departments/ Public Sector Undertakings/ Universities / Autonomous Institute / Statutory Bodies/ Banks/ Multinational Companies / Private organisation etc. The reputation / track record of the bidder will be subject to verification by ICSI. Please provide details regarding the Name of the Organizations to whom services were provided; Type (Academic, Administrative, Accounts, etc.) of		

	manpower provided; Number of manpower and Duration of deployment for the financial years 2021-22, 2022-23 and 2023-24 as per format enclosed at Annexure -H.		
ix)	Bidder should have deployed minimum 100 number of similar manpower on an average per year in one or more Govt. / Semi Government / PSU / Autonomous / Statutory Organizations Banks, Multinational Companies / Private organisation in the last three consecutive financial years. Please provide details on bidder's business letterhead signed by the authorized signatory.		
x)	Bidder must not have defaulted on any bank / financial institute loans in the past. There should not be any statutory dues or undisputed liability. Please enclose undertaking on bidder's business letterhead signed by the authorized signatory.		
xi)	Submission of Tender Fee		
xii)	Submission of EMD or valid NSIC / MSME certificate/document.		
xiii)	PAN (Please attach self-attested photocopy of the documentary proof to be submitted)		
xiv)	GSTIN Code (Please attach self-attested photocopy)		
xv)	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, fraudulent, coercive, undesirable or restrictive practices or 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. Please attach declaration from Authorized Signatory on the Bidder's Business Letter Head to be enclosed		
xvi)	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 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. Please attach declaration from Authorized Signatory on the Bidder's Business Letter Head.		

28. 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 Tender invalid. Only bidders whose Infrastructure/Technical experience particulars as stated in tender are determined to be in consonance with Institute's requirements shall be considered further in the Tender Evaluation Process.
29. The rates to be quoted by the bidder shall expressly be inclusive of all charges including statutory taxes, fees, cesses, duties, levies, charges, surcharges, and other components, etc. (net to Institute) except GST. GST component shall have to be mentioned separately as per price bid format. No component of cost / tax shall be paid by the Institute unless the same is included specifically in the quotations.
30. **Bid Validity:** Price quoted must be valid for at least 270 days from the date of opening of technical bid. However, the prices finalized after opening the tenders shall not increase throughout the period of Contract. ICSI reserves its discretion to extend the validity of the Tender with the mutual consent of the concerned bidder.
31. Incomplete bid shall be rejected outrightly.
32. Bid must be received by the ICSI at the address specified and not later than the date and time specified in the NIT.
33. Any Bid received late by the ICSI after the closing date for submission of the Bid shall not be entertained.
34. No Bidder shall be allowed to modify Bid subsequent to the deadline for submission of Bids.
35. 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.
36. To assist evaluation and comparison of the Bids, the ICSI may ask the bidders for any clarification of the Bids. The clarification and response from bidder shall be in writing.
37. 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.
38. Arithmetical error shall be rectified on the following basis : -
 - a) In case of discrepancy in words and figures, the amount in words shall prevail.
 - b) A Bid determined as substantially non-responsive shall be rejected by the ICSI.
 - c) The ICSI may waive any minor informal omission or non-conformity or irregularity in the Bid which does not constitute a material deviation.
 - d) The ICSI shall evaluate in detail and compare the Bids which are substantially responsive.
39. 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.

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

40. The issue of Letter of Intent shall constitute the intention of the ICSI to place the Work Order with the successful Bidder. 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 estimated billing amount as Security Deposit with ICSI.
41. 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.
42. 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.
43. 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 document by issuing an addendum/corrigendum. Any such amendment issued along with the original tender document will constitute revised tender. The addendum/corrigendum will be uploaded on the ICSI website. The bidders are requested to visit the website frequently to check for any amendments.
44. The ICSI may at any time during the tendering process but before opening the financial bid request the bidders to submit revised technical / financial bids and/or supplementary financial bids, in case of change in Scope of Work, without thereby incurring any liability to the affected bidder or bidders.
45. In case of non-compliance by the bidder, of any of the terms and conditions as stated in the tender documents / Agreement or if the Bidder withdraws or amends, impairs or derogates from the tender / Agreement in any respect within the period of validity of the tender / Agreement or bidder fails to execute the work as per the Tender/Work Order or fails to deliver the satisfactory performance during the period of contract, or fails to execute the Agreement, ICSI shall have the right to invoke the said Bank Guarantee and to forfeit the security deposit / earnest money deposit and such decision of the ICSI shall be final.

46. **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 and all such modifications will be notified on the website of ICSI.

47. **Bid Evaluation Criteria:**

The bidders are required to study the Institute's complete set-up while submitting their bid.

i. Technical and infrastructure bids Evaluation Criteria:

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

- c. Evaluation of work experience in the relevant fields will be done through the information / documentary proofs such as client's certificate provided by the bidder as a part of the technical and infrastructure bids.
- d. A Bid determined as substantially non-responsive shall be rejected by the ICSI.

ii. Financial-Bid Evaluation

The Financial Bid of only those bidders who qualify in the technical scrutiny, and which are responsive shall be opened and time and date for opening the financial bid shall be intimated separately to the technically qualified bidders only.

II. Scope of Work

1. Services to Be Provided by the vendor:

The scope of work shall cover daily operation which includes providing suitable candidates as per the requirement of the Institute time to time; the candidate should be at par of the requirement of the Institute; issuing appointment letter confirming the designation; duration of services; pay structure etc; maintaining attendance records of the manpower deployed at the Institute; preparation of monthly salary and released the salary latest by 06th of every month; handle all the statutory compliances / obligation and responsible to follow the same in true and letter spirit, issue experience and termination letter as and when required and all routine / specialized work as assigned by the ICSI from time to time.

2. 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)
Agra	Bhubaneswar	Amaravati	Ahmedabad
Ajmer	Dhanbad	Belagavi	Aurangabad
Alwar	Guwahati (NE)	Bengaluru	Bhayander
Amritsar	Hooghly	Coimbatore	Bhopal
Bareilly	Jamshedpur	Hyderabad	Dombivli
Bhilwara	Patna	Kochi	Goa
Bikaner	Ranchi	Kozhikode	Indore
Chandigarh	Siliguri	Madurai	Kolhapur
Dehradun		Mangaluru	Nagpur
Faridabad		Mysuru	Nasik
Ghaziabad		Palakkad	Navi Mumbai
Gorakhpur		Salem	Pune
Gurugram		Thiruvananthapuram	Raipur

Jaipur		Thrissur	Rajkot
Jalandhar		Visakhapatnam	Surat
Jammu			Thane
Jodhpur			Vadodara
Kanpur			Chhatrapati Sambhajinagar
Karnal			GIFT CITY (Gujarat)
Kota			
Lucknow			
Ludhiana			
Meerut			
Modinagar			
Panipat			
Patiala			
Prayagraj			
Shimla			
Srinagar			
Udaipur			
Varanasi			

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

1. 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 above and an approximate 100 nos. of manpower under the various category may be required by the ICSI. The manpower may be required by the ICSI on yearly / half-yearly / quarterly basis. The details are as under:

Sl. No	Type of Manpower / Nature of Duties	Educational Qualification with Minimum Experience of 1 to 3 Years (*)	Tentative No. of personnel required (**)	Tentative remuneration (***)
1.	Clerk (Accounts / Administration)	Graduate (Commerce / Admin) or equivalent	45	Minimum Wages as notified by respective State Governments / Union Territories (UTs) from time to time.
2.	Receptionist/ Tele Caller /	Diploma in reception operation and services / Diploma in Front Office / Graduate and having good written and verbal	As per requirement	Minimum Wages as notified by respective State Governments / Union Territories (UTs) from time to time.

		English communication skills. Well versed with Microsoft Office and excellent interpersonal skills		
3.	Electrician	12 th pass (having valid license/diploma or ITI certificate with Electrician License	As per requirement	Minimum Wages as notified by respective State Governments / Union Territories (UTs) from time to time.
4.	Multi-Tasking Attendant	12 th Standard	50	Minimum Wages as notified by respective State Governments / Union Territories (UTs) from time to time.
5.	Peon	8 th Standard		Minimum Wages as notified by respective State Governments / Union Territories (UTs) from time to time.
6.	Driver	10 th Pass (Possession of a valid driving license for motor cars) Knowledge of motor mechanism. Experience of driving a motor car for at least three years.	As per requirement	Minimum wages as notified by Delhi Government from time to time.
7	Executive (HR) (To be deployed at Delhi / Noida Office)	MBA (HR) or equivalent	01	Gross Salary of Rs.33,000/- per month for experience up to 1 year.
8	Accountant / Executive	Member of ICSI / ICAI / ICMAI or M. Com / LLB / MCA / MBA or equivalent	As per requirement	Gross Salary of Rs.36,500/- per month for experience from one to two year. Gross Salary of Rs.40,000/- per month for experience more than 2 year.
9	Site Engineer	B.Tech (Civil Engineering)	As per requirement	(Above monthly gross salary shall include employee & employer PF and ESIC contribution, if any. Service charge &
10	IT Engineer/Executive	B. Tech (Computer Science / IT / Electronics)	As per requirement	

				taxes as applicable shall be paid extra.)
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- (*) *The educational qualification/experience can be relaxed with the approval of the Secretary, ICSI, in case the candidate is well experienced.*
- (**) *The number may vary as per requirement.*
- (***) *In case where particular employment falling under schedule of employment notified by the Central Government, the minimum wages as notified by the Central Government shall be followed.*

SECTION -3

III. TERMS AND CONDITIONS OF THE CONTRACT

1. Duration of Contract

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

The contract within 2 years if not discontinued/ terminated after review of performance on every three months shall be deemed to be in continuance. However, the ICSI at its sole discretion may extend the Contract on existing terms or mutually agreed terms in writing for a further period of two years subject to evaluation of the performance on yearly basis on the same rate, terms and conditions. However, ICSI can terminate the contract on unsatisfactory performance of the Vendor by giving thirty (30) days' notice. Service Provider shall have no right or claim for the extension of the contract in any circumstances and decision of the ICSI shall be final and absolute.

2. Security Deposit/performance guarantee

The vendor shall deposit an amount Rs. 35,00,000/- (Rupees Thirty Five Lakh Only) as Security Deposit / performance guarantee in form of a Bank Guarantee from any Nationalized bank (format enclosed as Annexure E) to cover any loss or damage caused to or suffered by the Institute due to acts of commission and omission by the vendor or any failure on the part of the successful bidder in fulfilment of terms and conditions of the contract 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 I of Section-5 but before execution of the contract. No interest will be payable on the said deposit to the vendor by ICSI. The Bank Guarantee shall have to remain valid for the entire duration of the Contract plus three months beyond the completion of contract period. In case the vendor fails to deposit the Security Deposit / performance guarantee, the EMD amount if any deposited along with the bid, the same shall be forfeited and the LOI may be withdrawn by the ICSI.

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

The EMD of the successful bidder can also be converted as part of the performance security on request of the bidder or will be refunded after receipt of Performance Guarantee/Security. In case the selected bidder/vendor opts to convert the EMD to be part of the performance security, balance amount towards the performance security is to be submitted by the selected bidder / vendor with the ICSI in the form of bank guarantee from scheduled bank in favour of the "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi. The balance of the performance security amount can also be submitted through demand draft issued from any of the scheduled bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi.

Based on quarterly review of monthly billing amount, in case, on an average if monthly billing goes more than the deposited Security Deposit then vendor 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 vendor fails to submit the same, the said difference in amount shall be recovered from the monthly bill(s) of the vendor as Security Deposit.

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

3. Service Level Agreement

After issuance of the LOI / Work Order, the vendor must sign a Service Level Agreement on a Stamp Paper of an appropriate value as per proforma given in ‘Annexure-F’ and Non-Disclosure Agreement (NDA) as per proforma given in ‘Annexure-G’ with the ICSI for confidentiality of the data and information/records of the ICSI in the line of the terms and conditions of the tender document.

4. Working Hours

The Employees of the vendor would work as per the working hours of the ICSI. In case of any office exigency, the employees of the vendor will be required to work after office hours or on holidays. The vendor will allow its employees to avail one (1) day paid leave per month. No Leave encashment is allowed and un-availed leave shall lapse, however the manpower may avail compensatory leave in case they worked full day on any holiday.

5. Deployment of Manpower

i.	The vendor shall deploy Trained, Qualified and Experienced manpower as per the requirement of the ICSI anywhere in India and more specifically in places mentioned above at Clause 2 (II) - Scope of Work. For all intents and purposes, the vendor shall be the “Employer” within the meaning of different labour legislations in respect of the manpower deployed for the outsourced services.
ii.	The vendor shall pay the salary every month to the manpower deployed by them at the ICSI Offices by 7 th day of every following month. There shall be no Master and Servant relationship between the manpower so deployed by the vendor 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 or any other Act or Rules as applicable. To this effect, undertaking from every manpower deployed at ICSI will be required to be submitted by the vendor as and when instructed by ICSI. The manpower of the vendor will remain employees of the vendor and it shall be the sole responsibility of the vendor to inform and clarify it to its manpower before deploying them on work at any of the ICSI Offices.
iii.	The manpower deployed by the vendor at ICSI have to work as per the directions/instructions given to the Vendor in this regard. The Vendor has to ensure that these directions / instructions are strictly adhered to by the manpower deployed at the ICSI Offices. Further, the manpower so deployed shall adhere to the Dress Code as informed to the vendor by ICSI.
iv.	The manpower proposed to be deployed by the Vendor 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.
v.	The manpower deployed by the Vendor 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 Vendor. In the event of any requirement of additional manpower by the ICSI, the same will be provided by the Vendor within specified period of the receipt of the intimation from the authorized officer of Directorate of HR, at ICSI who shall be the sole contact person under the Contract. The ICSI reserves its rights to instruct the vendor to replace / remove any manpower at any point of time and the vendor will be bound to comply the same without assigning any reason/notice thereof. The ICSI reserves the right to ask and require the Vendor to remove any manpower deployed by the Vendor,

vi.	The Vendor shall be fully responsible and liable for any kind of accident / mishap to the manpower deployed at ICSI, while working in the ICSI Offices or otherwise. Adequate and appropriate insurance coverage for each of the manpower so deployed at ICSI, must be arranged by the vendor at its own cost and risk to make good of any disability and/or loss of life.
vii.	The Vendor shall be responsible for the action and behavior of the manpower deployed by the Vendor and shall ensure that the manpower deployed in the offices of the ICSI maintains office decorum and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work or any other unlawful activities. If any of the manpower deployed by the Vendor contravenes any of the aforesaid conditions or is found misbehaving with the supervisory staff or any other staff member / student / member or with any stakeholder of the ICSI, the Vendor shall, on receipt of instructions from the ICSI, replace such manpower, without asking for any reasons.
viii.	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. Those people must have a valid contract of employment with the vendor.
ix.	The Vendor shall pay to the manpower deployed at ICSI of 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 manpower deployed by the Vendor would be less than the applicable Minimum Wages and also the amount agreed by the ICSI and the Vendor. That no right, much less a legal right shall vest in the manpower of the vendor to claim or have employment or otherwise seek absorption in the ICSI nor the manpower of the vendor 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 Vendor shall be responsible to submit a copy of the Notification issued by the respective State Governments /UTs time to time in respect to the Minimum Wages applicable in the State(s)/UT where the ICSI Offices are located, within 30 (Thirty) days of issuance of the said Notification.
x.	<p>a. The Vendor 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.</p> <p>b. The vendor to obtain Workman Compensation policy at its own cost and risk for the manpower those who are not covered under ESIC because of the upper ceiling as applicable under ESIC. The vendor has to ensure that same policy remains in force during whole tenure of the contract and also updated periodically as and when new manpower gets inducted/replaced in that particular category.</p> <p>c. The Vendor 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; medical fitness certificate; copies of the Appointment Letter as issued to its manpower by the vendor, who are deployed at the ICSI Offices and recent passport size photograph.</p> <p>d. A police verification of such manpower shall be provided by the vendor.</p> <p>e. The vendor shall issue identity card to all the manpower mentioning their employee id ; Date of Joining ;correspondence address; Designation etc</p> <p>f. The contractor shall issue identity card to all the casual employees mentioning their employee id; Date of Joining; Correspondence address; Designation etc</p> <p>g. Any other related as information asked by the ICSI.</p>
xi.	If any dispute arises from any of the manpower deployed by the Vendor at ICSI Office(s), the same shall be dealt with solely by the Vendor at its 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.

xii.	All the manpower deployed by the Vendor at the ICSI Office(s) will have to carry Identity Cards which will be issued by the Vendor. Any negligence/offence on their part will attract immediate removal from the ICSI Office.
xiii.	<p>Manpower deployed by the Vendor at ICSI Office(s) for carrying out the work are strictly prohibited of being associated with any other work in the ICSI Office.</p> <p>The vendor shall replace immediately any of its manpower found unacceptable to ICSI because of but not limited to security risks, incompetence, conflict of interest, improper conduct etc., upon receiving a notice from ICSI.</p> <p>The vendor shall provide a substitute within 7 days in the event of any manpower leaving the job due to his/her personal reasons. The delay by the vendor in providing a substitute beyond 7 working days will attract pre-agreed liquidated damages @1000/- per day.</p> <p>The manpower 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 conduct shall make the vendor as well as the manpower concerned liable of penal action under criminal laws or any other relevant provisions besides action for breach of conduct.</p> <p>It shall be the responsibility of vendor to maintain the Muster Roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act, 1970 or any other provisions of any other Act or Rules, as applicable.</p>
xiv.	<p>The manpower deployed at ICSI by the vendor 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).</p> <p>The vendor shall deploy such manpower who are capable to take proper care of the various documents/ equipment 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 vendor or manpower of the vendor, the vendor shall be liable to indemnify ICSI for such loss, which will be determined by the ICSI whose decision will be final and binding on the Vendor.</p> <p>Without limiting the generality of the conditions herein, if any of the manpower of the vendor prefer claim for employment with the ICSI, the vendor 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.</p> <p>In the event an manpower of the vendor is required to work beyond the specified working hours or on holidays, in such a case:-</p> <p>(i) Compensatory off can be availed, provided the Manpower has worked for full day and observed normal working hours.</p> <p>The ICSI shall have the right to inspect & call for the records/ registers maintained in respect of the manpower deployed by the vendor in various offices of the ICSI.</p>

6. The vendor must have an organized and established command structure including escalation matrix up to the level of CEO to be provided, which can respond immediately as per requirements of the Institute (the vendor has to submit organizational structure on its letterhead with specific name, designation and contact details as soon as the contract is awarded by ICSI).

7. Labour Laws:

The Vendor 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 vendor. 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 vendor, the vendor shall be liable to indemnify the ICSI for the same. Under no circumstances the ICSI will be liable for the same.

The vendor shall abide by all applicable laws and shall adopt all required welfare measure for the manpower deployed at ICSI and discharge all other obligations concerning thereto. The vendor shall furnish adequate proof to the ICSI in this regard as and when instructed by authorized official of ICSI. It is again clarified that all such responsibilities and obligations, whether specified herein or not, shall be the exclusive responsibility and obligations of the vendor, and the ICSI shall not be held liable for such responsibilities / obligations in any manner, whatsoever.

The vendor shall pay the bonus to the employees (deployed at ICSI) in accordance with the payment of Bonus Act, 1965 as amended from time to time.

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

8. The vendor shall always act as an independent party. The contract to be entered shall not create relationship of Principal and an Agent between ICSI and the vendor with whom the contract will be entered. Further, the vendor 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.
9. The contract to be entered shall not create a master and servant relationship between the personnel to be deputed at ICSI by the vendor at ICSI and ICSI. Under no circumstances, the personnel to be deputed by the vendor shall be considered as employees of ICSI nor shall such relationship be considered to exist.
10. The personnel to be deputed shall be engaged for a period of eleven (11) months or as per requirement and their tenure of deployment may be extended in writing by similar period(s) depending upon the satisfactory performance of the personnel deputed. The vendor 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.
11. The Institute reserves the right to cancel/modify/amend the terms and conditions for outsourcing for providing Manpower without assigning any reason thereof.

12. Payment Terms:

(a)	Payment will be made on monthly basis within 07 (Seven) working days after approval of submitted bills subject to deduction of applicable taxes. However, in case of delay in any particular month due to valid reasons, the Vendor shall ensure that the payment to its employees who are deployed at ICSI Offices are made by 7 th 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 vendor for failure to meet this deadline. <u>Vendor must be capable to pay monthly wages up to 1-2 months from his own resources in case of delay in payment by ICSI due to unavoidable circumstance.</u>
(b)	For processing and releasing the payment, the vendor shall submit the bill every month along with the following:

	<ol style="list-style-type: none"> 1. Copy of Monthly Attendance Sheet of each of the manpower deployed by the vendor at the ICSI Offices. 2. Self-attested copy of the ECR & P.F. Challan of previous month along with a declaration that both the contributions of PF have been deposited. 3. Self attested copy of the ECR & ESI Challans along with a declaration that both the contributions of ESI have been deposited and a copy of WC Policy wherever applicable. 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 /UT and is in conformity with the Statutory Provisions and that all the conditions as per the laws in force have been complied with.
(c)	First payment to the vendor shall be released after furnishing Security deposit.
(d)	Documents of Group Health Insurance policy confirming the facility being offered to the Eligible casual manpower deployed at ICSI

13. Payment of Taxes

The vendor shall be responsible for and shall pay all taxes, duties, assessments or other charges of any kind or nature whatsoever levied by any government or governmental body on or in connection with the Services including without limitation all statutory levies, taxes, fee, duties, rate, charges, surcharges etc. and any other tax ("taxes") levied on service provided by the Service Provider. ICSI may withhold from payments due to the vendor any amounts required with respect to the aforementioned taxes and to remit the same with the relevant authorities, in case of failure on the part of the Service Provider.

The ICSI may withhold Income Tax at Source under the Income Tax Act, 1961 or any other tax as may be applicable time to time under any provisions of any Act or Rules from the payments made to the Vendor.

14. Penalty Terms:

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

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

15. In case any work for which there is no specification in the tender but required to be carried out for successful implementation, commissioning and delivery of the contracted work to its entirety, as per scope of work mentioned in the tender/ work order, such work shall be carried out by the vendor in accordance with the directions of the ICSI without any extra cost to the Institute.

16. In case of any damage or loss caused to the Institute due to breach of term or condition of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the bidder(s)/ vendor or its employees, the vendor shall be liable to compensate the loss cause to ICSI and to pay damages. The Institute shall have right to adjust the damage / loss suffered by it from the security deposit / earnest money deposit / bank guarantee and / or to charge penalty as decided by the Institute. The Contractor shall be given fair opportunity to be heard and represent. Decision of the ICSI shall be final & binding on the Vendor.

17. Whenever under this tender / contract /order any sum of money is recoverable from and payable by the bidder(s)/ vendor, the Institute shall be entitled to recover such sum by appropriating in part or in whole from the security deposit / bank guarantee / earnest money deposit of the bidder(s)/ vendor. In the event of the security deposit / bank guarantee / earnest money deposit being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the bidder(s)/ vendor, or which at any time thereafter may become due to the bidder(s)/ vendor, under this or any other tender / contract with the Institute. If this sum is not sufficient to cover the full amount recoverable, the bidder(s)/ vendor, shall pay the Institute on demand the remaining balance.

18. Termination of Contract

- i. Either party may terminate the contract, by assigning sufficient reason, by giving ninety (90) days' notice in writing to the other. In case the vendor fails to give the advance notice of ninety (90) days, its Security Deposit / Performance Guarantee shall be forfeited.
- ii. The ICSI without prejudice to any other remedy reserves the right to terminate the contract without assigning any grounds or found guilty, unsatisfactory performance of the vendor or Non- compliance of the statutory requirements etc.

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

- iii. In the event of termination of contract as per clause no. i & ii, all the manpower deployed at ICSI shall automatically stand withdrawn by the vendor 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 and/ or performance security as bank guarantee or additional amount deposited as security deposit, after receipt of copy of all the documents from the vendor relating to the disbursements made to the manpower deployed at the ICSI Offices along with the copies WC Policy and all other Statutory Deductions / Deposits / Challans / ECR towards PF, ESI, GST, etc. The decision of the Secretary, the ICSI in this regard shall be final and binding.
- v. Any pending or unresolved issues, compliances, unpaid payment and any other remedies shall be continued by the vendor during the period of notice of termination and the same must be satisfied before the contract is terminated.

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 agency for carrying out the remaining work and expenditure incurred on same shall be recovered from the Service Provider.

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

19. GENERAL:

- i. **Modification/variation in Terms of Contract:** ICSI reserves the right to modify or may bring some variation in the terms and conditions of the contract on mutually agreed terms, if it is found necessary due to any operational difficulty or any other genuine reasons.
- ii. **Recovery:** Whenever under the contract through this tender, any sum of money is recoverable by ICSI from the party or / and payable by the party to ICSI, the ICSI shall be entitled to recover such sum by appropriating in part or in whole from the security deposit of the party. In the event of the security being insufficient or if no security has been taken from the party, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the party or which at any time thereafter may become due to the party under this or any other contract with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the party shall pay the ICSI on demand the remaining balance due along with penalty.
- iii. **Dispute Resolution:** Any dispute, difference, controversy or claim (“Dispute”) arising between the successful bidder and ICSI hereinafter jointly to be called “parties” and singularly as “party” out of or in relation to or in connection with the agreement/contract, or the breach, termination, effect, validity, interpretation or application of this agreement/contract or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorized official of the parties.
- iv. **Arbitration:** If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall be referred to the Arbitration process. In the event of any dispute arising between ICSI and the vendor in any matter covered/ touched by this contract or arising directly or indirectly there from or connected or concerned with the said contract, the matter shall be referred to the sole arbitrator appointed by the mutual consent of both the parties. The decision / award of the Arbitrator shall be final and binding on the parties. Cost of Arbitration will be shared equally by the parties.
 - i. The place of the arbitration shall be at The ICSI, 22, Institutional Area, Lodi Road, New Delhi.
 - ii. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.
 - iii. The proceedings of arbitration shall be in English language.
 - iv. The parties are not entitled to approach any court of law without resorting to arbitration approach.
 - v. The decision / award of the arbitrator shall be final and binding on parties to the arbitration proceedings.
- v. **Jurisdiction:** In respect of any dispute arising between ICSI and the vendor in any matter covered / touched this tender / contract or arising directly or indirectly there from or connected or concerned with the said contract, the courts at Delhi shall only have the jurisdiction.
- vi. **Right to Blacklist:** ICSI reserves the right to blacklist a party / bidder for a suitable period in case such party / bidder
 - fail to honour his bid without sufficient grounds or found guilty for breach of condition /s of the contract or guilty of fraud and mischief and misappropriation or any other type of misconduct on the part of party(s) / bidder(s).
 - Giving false, misleading or fake information/ document in the bid;
 - Withdrawing the bid after opening of the Financial bids;
 - Refusal to accept Purchase/ Work Order at the quoted prices;

- Failure to supply goods of the ordered quantity/ quality/ specifications at the agreed rates within the time schedule;
- Adoption of any unethical or illegal practices;
- Any other justified reason.

vii. **Confidentiality:**

1. The bidder(s)/ vendor shall not use or disclose any Confidential Information of the Institute except as specifically contemplated herein. For purposes of this tender / contract "Confidential Information" means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.
2. The successful bidder acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to ICSI will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The successful bidder agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to ICSI in divulging the information by the employees of the successful bidder, the ICSI shall be indemnified. The successful bidder agrees to maintain the confidentiality of the ICSI's information after the termination of the contract also. The successful bidder will treat as confidential all data and information about the ICSI /Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

viii. **Sub-Contracting:** The successful bidder will not assign or transfer and sub-contract its interest / obligations under this contract to any other concern / individual without the prior written consent of the ICSI.

ix. **Statutory Compliance:** The successful bidder will be required to comply with all statutory obligations from time to time applicable to this contract.

x. **Force Majeure**

- i. For the purpose of this Article, Force "Majeure" means any cause, which is beyond the successful bidder control or that of the Institute, as the case may be, which both could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the order, such as:-
 - War / hostilities
 - Riot or civil commotion
 - Earth Quake, Flood, Fire, Tempest, Epidemics, Pandemic, Lightning or other natural physical Disaster, Quarantine restricts and Freight embargoes
 - Restrictions imposed by the Government or other statutory bodies, which is beyond the successful bidder control or of the Institute, which prevent or delay the execution of the order either by the successful bidder or by the Institute.
- ii. If a Force Majeure situation arises, the successful bidder are required to promptly notify ICSI in writing of such condition and the cause thereof within a period of three (3) days from the date of happening of such an event requiring invocation of this force majeure

article. Unless otherwise directed by the ICSI in writing, the successful bidder will continue to perform its obligations under this order as far as is reasonably practical and shall seek all reasonable alternative means for performances of this order.

- xi. **Indemnity Clause:** The Service Provider will indemnify ICSI against all statutory liabilities present and future arising out of this contract. In the event of violation of any contractual or statutory obligations, the successful bidder will be fully and solely responsible for the same. Further, in the event of any action, claim, damages, suit initiated against ICSI by any individual, law enforcement agency or government authority due to acts and omissions, the successful bidder will be liable to make good/compensate such claims or damages to the ICSI. As a result of the successful bidder action, inaction or any omissions, if ICSI is required to pay any damages to any individual, law enforcement agency or government authority, the successful bidder would be required to reimburse to ICSI such amount along with other expenses incurred by ICSI or ICSI reserves the right to recover but not limited to such amount from the payment(s) due to the successful bidder while settling its bills or from the amount of security deposit lying with ICSI. However, ICSI reserves its right to take legal recourse as permitted under law of the land. In case of any damage caused to the institution due to negligence, carelessness or inefficiency of employee of the vendor, the vendor shall be responsible to make good the loss. The ICSI shall have right to adjust the damage / loss suffered by it from the security deposit or / and to charge penalty as decided by the Institute. Decision of the ICSI in this respect shall be final & binding on the vendor.

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

For any details / clarifications, Ms. Preeti Kaushik Banerjee, JS(HR), ICSI, Tel.No.:011-45341022 / 1071, Email Id: Preeti.banerjee@icsi.edu / Sajeewan.p@icsi.edu may be contacted.

Date: **April 18, 2025**

(S K Sharma)
Director (Purchase & Stores)

SECTION – 4

(Annexure-D)

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

PC: ICSI/PC/Manpower/2025-26/105

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Tender for providing various types of Manpower Services on Outsource Basis at various offices of the ICSI at different places in India.

PART 'C' (FINANCIAL BID)

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

PRICE SCHEDULE (The tenders will be evaluated on the prices quoted). The following is to be filled up without any cutting/overwriting/smudging of ink/erasing or by putting correction fluid.

(Amount in Rupees)

S. No.	Category	Educational Qualification with Minimum Experience of 1 to 3 Years	Wages / Remuneration (#) (1)	PF (2)	ESI (3)	Bonus (*) (4)	Service Charges (Percentage basis only) (5)	GST (6)
1.	Clerk (Accounts / Administration)	Graduate (Commerce / Admin) or equivalent	Minimum Wages as notified by respective State					
2.	Receptionist/ Tele Caller /	Diploma in reception operation and services / Diploma in Front Office / Graduate and having good written and verbal English communication skills. Well versed with Microsoft Office and excellent interpersonal skills.	Governments / Union Territories (UTs) as applicable to the Categories of Personnel and for other categories					
3.	Electrician	12 th pass (having valid license/diploma or ITI certificate with Electrician License						

4.	Multi-Tasking Attendant	12 th Standard						
5.	Peon	8 th Standard						
6.	Driver	10 th Pass (Possession of a valid driving license for motor cars) Knowledge of motor mechanism. Experience of driving a motor car for at least three years.	Minimum wages as notified by Delhi Government from time to time.					
7.	Accountant / Executive	Member of ICSI / ICAI / ICMAI or M. Com / LLB / MCA / MBA or equivalent	Gross Salary of Rs.33,000/- per month for experience up to 1 year.					
7.	Executive (HR) (To be deployed at Delhi / Noida Office)	MBA (HR) or equivalent	Gross Salary of Rs.36,500/- per month for experience from one to two year.					
8.	Site Engineer	B.Tech (Civil Engineering)	Gross Salary of Rs.40,000/- per month for experience more than 2 year.					
9.	IT Engineer/ Executive	B. Tech (Computer Science / IT / Electronics)	(Above monthly gross salary shall include employee & employer PF and ESIC contribution, if any.					

			Service charge & taxes as applicable shall be paid extra.)					
--	--	--	--	--	--	--	--	--

- (#) In case where particular employment falling under schedule of employment notified by the Central Government, the minimum wages as notified by the Central Government will be followed.
- (* Minimum Bonus shall be claimed by the vendor from the ICSI, only once in year, as and when it is due for payment to the outsourced persons as per Bonus Act, 1965.

Note:

1. All rates to be quoted in Indian Rupees only
2. No column should be left blank
3. In case the gross total is wrong the bid shall be treated as non-responsive

Date:

Name and Signature of bidder
with Organisation Seal

SECTION-5

(Annexure A)

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

PC: ICSI/PC/Manpower/2025-26/105

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Tender for providing various types of Manpower Services on Outsource Basis at various offices of the ICSI at different places in India.

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 _____
(Pvt. Ltd./Limited Co./LLP)
(Enclose self-attested copy of document)
 - (c) Name of CEO/Directors (bio data to be enclosed) _____
2. Registered and Corporate office Address _____

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

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

Signature _____
(Authorized signatory of the bidder)

Name of the bidder _____

Date _____

Official seal of bidder _____

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

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

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Tender for providing various types of Manpower Services on Outsource Basis at various offices of the ICSI at different places in India.

Form II(a): Eligibility Criteria Details

S. No	Particulars	Response Yes/No	Supporting Document Reference with Page No.
1.	The bidder shall be a company/LLP having their registered office in India and must be incorporated or registered either under relevant Act or any of the following Acts – the Indian Companies Act, 1956 or The Indian Companies Act, 2013 or the LLP Act 2008. The bidder has to ensure that the Object Clause of its MOA must have mention of the subject services explicitly. Please attach self-attested copy of Certificate of Incorporation / Copy of Registration Certificate (s) and copy of MOA and AOA.		
2.	Board Resolution certified by the CEO/MD or Company Secretary of the bidder or Power of Attorney issued by the CEO/MD of the bidder in favour of the Authorized Signatory of the bid on behalf of the Bidder. Please attach Original Power of Attorney or certified copy of the board Resolution.		
3.	Bidder must have registration under Employee Provident Fund and Miscellaneous Provisions Act, 1952. (Please attach self-attested photocopy of the certificate)		
4.	Bidder must have registration under Employees State Insurance Act., 1984. (Please attach self-attested photo copy of the certificate)		
5.	Bidder must have office establishment, preferably in Delhi/NCR for liaisoning/coordination. Please attach self-attested copy of supporting documents.		
6.	Bidder must have all India operation. Please attach declaration on business letter head from the authorized signatory.		
7.	The bidders must have an organized and established command structure, which can respond immediately as per requirements of the Institute (Please enclose organizational structure on bidder's letterhead with specific name, designation and their qualification).		
8.	Average of the annual turnover of the bidder for last 3 years (FY 2021-22, 2022-23 and 2023-24) must be minimum Rs. 10 crore. Please attach self-attested copy of Audited financial P&L statements and Balance Sheet.		
9.	The Bidder should have at least five years of experience and satisfactory performance of providing various types of manpower (Academic, Administrative, Accounts, etc.) to		

	Central Govt Ministries / Departments/ Public Sector Undertakings/ Universities / Autonomous Institute / Statutory Bodies/ Banks/ Multinational Companies / Private Organisation etc. The reputation / track record of the bidder will be subject to verification by ICSI. Please provide details regarding the Name of the Organizations to whom services were provided; Type (Academic, Administrative, Accounts, etc.) of manpower provided; Number of manpower and Duration of deployment for the financial years 2021-22, 2022-23 and 2023-24 as per format enclosed at (Annexure -H) .		
10.	Bidder should have deployed minimum 100 number of similar manpower on an average per year in one or more Govt. / Semi Government / PSU / Autonomous / Statutory Organizations Banks, Multinational Companies / Private Organisation in the last three consecutive financial years. Please provide details on bidder's business letterhead signed by the authorized signatory.		
11.	The bidder must have at least Five (5) clients, out of which minimum two (2) should be Central Government/State Government/ Public Sector organizations /Autonomous Bodies/ Statutory Bodies, Business house, Multinational Companies, Private Organisation. Please attach Self-attested copy of the contract or work order, completion certificate.		
12.	Please provide Self-attested latest PF statement downloaded from the EPFO website showing deposit of PF for full month in the respective accounts.		
13.	Bidder must not have defaulted on any bank / financial institute loans in the past. There should not be any statutory dues or undisputed liability. Please enclose undertaking on bidder's business letterhead signed by the authorized signatory.		
14.	Submission of Tender Fee		
15.	Submission of EMD or valid NSIC / MSME certificate/document.		
16.	PAN (Please attach self-attested photocopy of the documentary proof to be submitted)		
17.	GSTIN Code (Please attach self-attested photocopy)		
18.	Escalation matrix up to the level of CEO to be provided. Please attach details on business letter head of the bidder.		
19.	Bidder should not have been blacklisted by any Firm/Organization/School/Board/University/Institution or any Government organization and no litigation is pending in the court of law against the bidder. Bidder also should not be under any legal action or not declared ineligible to participate for unsatisfactory past performance by the Government of India for indulging in corrupt, fraudulent, coercive, undesirable or restrictive practices or 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. Please attach declaration from Authorized Signatory on the Bidder's Business Letter Head to be enclosed		
20.	The Bidder who has refused to continue or sign the agreement in past for any contract awarded by ICSI, will not be eligible to participate in this tender. The Bidder who 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.. Please attach declaration from Authorized Signatory on the Bidder's Business Letter Head.		

NOTE:

- i. Tender document each and every page has to be signed and stamped by bidder.
- ii. Conditional bids will be summarily rejected.

Date:

Name and Signature of Bidder
with Corporate Seal

ICSI HQ: ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003 ICSI
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PC: ICSI/PC/Manpower/2025-26/105

April 18, 2025

Tender for providing various types of Manpower Services on Outsource Basis at various offices of the ICSI at different places in India.

Form II(b): List of Mandatory and Supporting Documents and Page No. along with all details as per Tender Instructions

S. No	Description	Yes/No	Relevant number of the document	Page of
(i)	Tender Fee			
(ii)	EMD (Enclose self-attested certificate photocopy of MSME/NSIC Regn. No. (if applicable) & its valid period)			
(iii)	Form I (Annexure "A")			
(iv)	Form II (a) & II (b) (Annexure "B1" & "B2")			
(v)	Form III (Annexure "C")			
(vi)	Self-attested copy of GST Certificate			
(vii)	Duly filled Annexure H			
(viii)	Self-attested copy of PAN			
(ix)	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			
(x)	Self-attested copy of Certificate of Incorporation.			
(xi)	Self-attested copy of Audited P&L Account and Balance sheet for FY 2021-22, 2022-23 and 2023-24			
(xii)	Self-attested copy of Income Tax for AY 2021-22, 2022-23 and 2023-24			
(xiii)	Self-attested copy of proof of having office at Delhi & NCR			
(xiv)	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)			
(xv)	Self-attested copy of work order/completion certificate of having provided similar service in preceding three calendar years of which minimum two (2) should be from Central Government/State Government/Public Sector organizations /Autonomous Bodies/ Statutory Bodies, Public Listed Company / Multi National Company.			
(xvi)	Name of bidder's 3 (three) largest clients to whom bidder provides similar services (Attach Documentary Proof).			
(xvii)	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		
(xviii)	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.		
(xix)	Certified copy of the statement of Bank A/c for the last six months duly attested by the Bankers/ Company Secretary/ Chartered Accountant.		
(xx)	Copy of complete tender document along with all annexures sealed & signed on each page(including the blank price bid format without any price details)		
(xxi)	The bid document should be paginated.		
(xxii)	Financial bid enclosed and sealed in separate envelope		

Note: The bidder who submits the above documents along with the information of Technical Bid as per the proforma given at Form I (Annexure "A") will only be technically evaluated subject to the satisfaction of ICSI.

(Annexure C)

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

PC ICSI/PC/Manpower/2025-26/105

April 18, 2025

Tender for providing various types of Manpower Services on Outsource Basis at various offices of the ICSI at different places in India.

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

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

Sir,

This is with reference to the **Tender No.: : ICSI/PC/Manpower/2025-26/105 due on March 18, 2025**. 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 **February 25, 2025** We declare that:

- i) We have read and understood the terms and conditions given in the quotation / tender Document;
- ii) We are eligible for award of the contract as per the qualification criteria mentioned in the 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 :

(Annexure D)

The bidder should have an experience of providing various types of manpower minimum 100 nos. (Academic, Administrative, Accounts, etc.) certified by Company Secretary/ Chartered Accountant. Please give details as per the below format:

Financial Year	Type of manpower provided	Name of the Organization (s) to whom services are provided	Number of manpower provided	Duration of service
2021-22				
2022-23				
2023-24				
2024-25				

Format- Performance Bank Guarantee from a Nationalized Bank

FOR PERFORMANCE GUARANTEE

Format- Performance Bank Guarantee from a Nationalized Bank

FOR PERFORMANCE GUARANTEE

Ref. No.

Bank Guarantee No

Dated

To,
The Secretary
Institute of Company Secretaries of India
ICSI House, 22, Institutional Area,
Lodi Road, New Delhi-110003

1. Against contract vide Advance Acceptance of the Tender covering “RFP for” (hereinafter called the said 'contract') entered into between the Institute of Company Secretaries of India, (hereinafter called the Purchaser) and _____ (hereinafter called the Contractor) this is to certify that at the request of the Contractor we _____ Bank Ltd., are holding in trust in favour of the Purchaser, the amount of Rs _____/- (Rs.----- only) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Contractor and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Contractor i.e. till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the _____ consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any

court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
6. We _____ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Contractor and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance by the Purchaser to the said Contractor or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

WITNESS NO. 1

Authorised Bank Representative

- (Signature)
Full name and official
Address (in legible letters)

(Signature)
Full name, designation and
address (in legible letters)
with Bank stamp

WITNESS NO. 2

(Signature)
No..... Full name and official
Dated..... Address (in legible letters)

Attorney as per power of
Attorney

TENTATIVE FORMAT OF AGREEMENT
(To be on the non-judicial stamp paper of an appropriate value)

(This will be finalised after award of the contract based on the tender terms and conditions and work order)

This Agreement is made on this _____ day of _____ 2025 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 – 110 003, of the one part,

AND

M/s _____ (hereinafter referred to as "Vendor"), 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 Vendor has been declared successful bidder and ICSI is desirous of availing the service of the vendor 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 vendor.

AND WHEREAS the Vendor 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. SCOPE OF WORK:

Services to Be Provided by the vendor:

The scope of work shall cover daily operation which includes providing suitable candidates as per the requirement of the Institute time to time; the candidate should be at par of the requirement of the Institute; issuing appointment letter confirming the designation; duration of services; pay structure etc; maintaining attendance records of the manpower deployed at the Institute; preparation of monthly salary and released the salary latest by 06th of every month; handle all the statutory compliances / obligation and responsible to follow the same in true and letter spirit, issue experience and termination letter as and when required and all routine / specialized work as assigned by the ICSI from time to time.

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)
Agra	Bhubaneswar	Amaravati	Ahmedabad
Ajmer	Dhanbad	Belagavi	Aurangabad
Alwar	Guwahati (NE)	Bengaluru	Bhayander
Amritsar	Hooghly	Coimbatore	Bhopal
Bareilly	Jamshedpur	Hyderabad	Dombivli
Bhilwara	Patna	Kochi	Goa
Bikaner	Ranchi	Kozhikode	Indore
Chandigarh	Siliguri	Madurai	Kolhapur
Dehradun		Mangaluru	Nagpur
Faridabad		Mysuru	Nasik
Ghaziabad		Palakkad	Navi Mumbai
Gorakhpur		Salem	Pune
Gurugram		Thiruvananthapuram	Raipur
Jaipur		Thrissur	Rajkot
Jalandhar		Visakhapatnam	Surat
Jammu			Thane
Jodhpur			Vadodara
Kanpur			Chhatrapati Sambhajinagar
Karnal			GIFT CITY (Gujarat)
Kota			
Lucknow			
Ludhiana			
Meerut			
Modinagar			
Panipat			
Patiala			
Prayagraj			

Shimla			
Srinagar			
Udaipur			
Varanasi			

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

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 above and an approximate 100 nos. of manpower under the various category may be required by the ICSI. The manpower may be required by the ICSI on yearly / half-yearly / quarterly basis. The details are as under:

Sl. No	Type of Manpower / Nature of Duties	Educational Qualification with Minimum Experience of 1 to 3 Years (*)	Tentative No. of personnel required (**)	Tentative remuneration (***)
1.	Clerk (Accounts / Administration)	Graduate (Commerce / Admin) or equivalent	45	Minimum Wages as notified by respective State Governments / Union Territories (UTs) from time to time.
2.	Receptionist/ Tele Caller /	Diploma in reception operation and services / Diploma in Front Office / Graduate and having good written and verbal English communication skills. Well versed with Microsoft Office and excellent interpersonal skills	As per requirement	Minimum Wages as notified by respective State Governments / Union Territories (UTs) from time to time.
3.	Electrician	12 th pass (having valid license/diploma or ITI certificate with Electrician License	As per requirement	Minimum Wages as notified by respective State Governments / Union Territories (UTs) from time to time.
4.	Multi-Tasking Attendant	12 th Standard	50	Minimum Wages as notified by respective

				State Governments / Union Territories (UTs) from time to time.
5.	Peon	8 th Standard		Minimum Wages as notified by respective State Governments / Union Territories (UTs) from time to time.
6.	Driver	10 th Pass (Possession of a valid driving license for motor cars) Knowledge of motor mechanism. Experience of driving a motor car for at least three years.	As per requirement	Minimum wages as notified by Delhi Government from time to time.
7	Executive (HR) (To be deployed at Delhi / Noida Office)	MBA (HR) or equivalent	01	Gross Salary of Rs.33,000/- per month for experience up to 1 year.
8	Accountant / Executive	Member of ICSI / ICAI / ICMAI or M. Com / LLB / MCA / MBA or equivalent	As per requirement	Gross Salary of Rs.36,500/- per month for experience from one to two year. Gross Salary of Rs.40,000/- per month for experience more than 2 year.
9	Site Engineer	B.Tech (Civil Engineering)	As per requirement	(Above monthly gross salary shall include employee & employer PF and ESIC contribution, if any. Service charge & taxes as applicable shall be paid extra.)
10	IT Engineer/Executive	B. Tech (Computer Science / IT / Electronics)	As per requirement	

(*) The educational qualification/experience can be relaxed with the approval of the Secretary, ICSI, in case the candidate is well experienced.

(**) The number may vary as per requirement.

(***) In case where particular employment falling under schedule of employment notified by the Central Government, the minimum wages as notified by the Central Government shall be followed.

- That the Vendor 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.

3. That the Vendor shall abide the terms & conditions of the Tender during the contractual period.
4. The Service Charge quoted by the Vendor shall remain firm during the entire period of the Contract and shall not be subject to variation on any account, whatsoever.
5. That the Vendor 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 Vendor by a letter from the designated officer of the ICSI.
6. The Vendor to appoint a Executive (under skilled category) based at ICSI HQ, Lodi Road, New Delhi or Noida Office (as directed by ICSI) to manage the manpower deployed at different ICSI office locations pan India and to ensure that salary attendance is vetted with ICSI locations in-charges/officials concerned and provide all relevant documents as required by the HR Directorate. The leave record of all outsourced manpower to be maintained by the supervisor and the same to be submitted to HR on monthly basis along with salary attendance. Ensuring timely deployment/replacement of manpower in the various offices as per requirement. Checking of minimum wages of respective State Governments/Union Territories (UTs) time to time.
The Executive (under skilled category) shall also confirm that the contractor is performing all the statutory compliances in respect of the manpower deployed at ICSI in letter and true spirit.
7. The vendor must have an organized and established command structure including escalation matrix up to the level of CEO to be provided, which can respond immediately as per requirements of the Institute (the vendor has to submit organizational structure on its letterhead with specific name, designation and contact details as soon as the contract is awarded by ICSI).
8. The Service Provider shall nominate a Coordinator at its Office who would be responsible for immediate interaction with ICSI so that optimum services of the persons deployed by the vendor could be available without any disruption.
9. That the Vendor has given the interest free Security Deposit for an amount of Rs. 35,00,000/- (Rupees Thirty Five Lakh Only) vide Demand Draft/ pay order No. _____ dated _____ drawn on _____ payable at New Delhi or by Bank Guarantee. The ICSI shall have the right to forfeit the Security Deposit / Performance Guarantee, if the Vendor fails to commence the work or commits any breach of the Tender Conditions.

That the Vendor, in case on an average if monthly billing goes more than Rs. 35,00,000/- (Rupees Thirty Five Lakh Only) the vendor shall furnish the difference amount as Security Deposit by way of Bank Guarantee to The ICSI, if the vendor fails to submit the same, the said difference in amount shall be recovered from the monthly bill(s) of the vendor as Security Deposit. The Bank Guarantee shall be valid for the entire duration of the Contract plus three months extra.

10. 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.

11. 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.

12. Duration of Contract

The period of contract will be initially for a period of two (02) years from the date of award of contract subject to review of performance every Three (3) Months. The contract may be extendable at the discretion of ICSI subject to the satisfactory performance of the Vendor. The contract within 2 years if not discontinued after review of performance on every three months shall be deemed to be in continuance. However, the ICSI at its sole discretion may extend the Contract on existing terms or mutually agreed terms only in writing for a further period of two years subject to evaluation of the performance on yearly basis on the same rate, terms and conditions. However, ICSI can terminate the contract on unsatisfactory performance of the Vendor by giving thirty (30) days' notice. Service Provider shall have no right or claim for the extension of the contract in any circumstances and decision of the ICSI shall be final and absolute.

13. Security Deposit/performance guarantee

The vendor shall deposit an amount equivalent to one month billing as Security Deposit / performance guarantee in form of a Bank Guarantee from any Nationalized bank (format enclosed as Annexure E) to cover any loss or damage caused to or suffered by the Institute due to acts of commission and omission by the by the vendor or any failure on the part of the successful bidder in fulfillment of terms and conditions of the contract and conditions contained in the contract 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 I of Section-5 but before execution of the contract. No interest will be payable on the said deposit to the vendor by ICSI. The Bank Guarantee shall have to remain valid for the entire duration of the Contract plus three months beyond the completion of contract period. In case the vendor fails to deposit the Security Deposit / performance guarantee, the EMD amount if any deposited along with the bid, the same shall be forfeited and the LOI may be withdrawn by the ICSI.

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

The EMD of the successful bidder can also be converted as part of the performance security on request of the bidder or will be refunded after receipt of Performance Guarantee/Security. In case the selected bidder/vendor opts to convert the EMD to be part of the performance security, balance amount towards the performance security is to be submitted by the selected bidder / vendor with the ICSI in the form of bank guarantee from scheduled bank in favour of the "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi. The balance of the performance security amount can

also be submitted through demand draft issued from any of the scheduled bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi.

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

FORFEITURE OF SECURITY DEPOSIT AND INVOKING OF BANK GUARANTEE: -

ICSI shall have the right to invoke the Bank Guarantee and to forfeit the security deposit if vendor contravene or breach any of the terms and conditions of this Service Level Agreement (SLA) or if the Vendor withdraws or amends, impairs or derogates from Work Order / Service Level Agreement (SLA) or fails to execute the work as per the Work Order / Service Level Agreement (SLA) or fails to deliver the satisfactory performance during the period of contract.

ICSI shall also have the right to invoke the Bank Guarantee and to forfeit the security deposit and to adjust the damage or loss caused to the ICSI due to the negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the Vendor or its staff / employee / agent / representative.

Whenever under Work Order / Service Level Agreement (SLA), any sum of money is recoverable from and payable by the Vendor, the ICSI shall have right to recover such sum by appropriating in part or in whole from the security deposit / bank guarantee of the Vendor. In the event of the security deposit / bank guarantee being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Vendor or which at any time thereafter may become due to the Vendor under this or any other agreement with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the Vendor shall pay the Institute on demand the remaining amount.

14. Compensation:

In case of any damage or loss caused to the Institute due to breach of term or condition of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the Vendor or its employee, the bidder(s)/vendor shall be liable to compensate the loss cause to ICSI and to pay damages. The Institute shall have right to adjust the damage / loss suffered by it from the security deposit / earnest money deposit / bank guarantee and / or to charge penalty as decided by the Institute. Decision of the Institute in this respect shall be final & binding.

15. Working Hours

The manpower deployed at ICSI by the vendor would work as per the working hours of the ICSI. In case of any office exigency, the manpower deployed at ICSI by the vendor 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. The vendor will allow its manpower to avail one (1) day paid leave per month. No Leave encashment is allowed and un-availed leave shall lapse.

16. Deployment of Manpower

i.	The vendor shall deploy Trained, Qualified and Experienced manpower as per the requirement of the ICSI anywhere in India and more specifically in places mentioned above at Clause 2 (II) - Scope of Work. For all intents and purposes, the vendor shall be the “Employer” within the meaning of different labour legislations in respect of the manpower deployed for the outsourced services.
ii.	The vendor shall pay the salary every month to the manpower deployed by them at the ICSI Offices by 7 th day of every following month. There shall be no Master and Servant relationship between the manpower so deployed by the vendor 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 or any other Act or Rules as applicable. To this effect, undertaking from every manpower deployed at ICSI will be required to be submitted by the vendor as and when instructed by ICSI. The manpower of the vendor will remain employees of the vendor and it shall be the sole responsibility of the vendor to inform and clarify it to its manpower before deploying them on work at any of the ICSI Offices.
iii.	The manpower deployed by the vendor at ICSI have to work as per the directions/instructions given to the Vendor in this regard. The Vendor has to ensure that these directions / instructions are strictly adhered to by the manpower deployed at the ICSI Offices. Further, the manpower so deployed shall adhere to the Dress Code as informed to the vendor by ICSI.
iv.	The manpower proposed to be deployed by the Vendor 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.
v.	The manpower deployed by the Vendor 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 Vendor. In the event of any requirement of additional manpower by the ICSI, the same will be provided by the Vendor within specified period of the receipt of the intimation from the authorized officer of Directorate of HR, at ICSI who shall be the sole contact person under the Contract. The ICSI reserves its rights to instruct the vendor to replace / remove any manpower at any point of time and the vendor will be bound to comply the same without assigning any reason/notice thereof.
vi.	The Vendor shall be fully responsible and liable for any kind of accident / mishap to the manpower deployed at ICSI, while working in the ICSI Offices or otherwise. Adequate and appropriate insurance coverage for each of the manpower so deployed at ICSI, must be arranged by the vendor at its own cost and risk to make good of any disability and/or loss of life.
vii.	The Vendor shall be responsible for the action and behavior of the manpower deployed by the Vendor and shall ensure that the manpower deployed in the offices of the ICSI maintains office decorum and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work or any other unlawful activities. If any of the manpower deployed by the Vendor contravenes any of the aforesaid conditions or is found misbehaving with the supervisory staff or any other staff member / student / member or with any stakeholder of the ICSI, the Vendor shall, on receipt of instructions from the ICSI, replace such manpower, without asking for any reasons.
viii.	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. Those people must have a valid contract of employment with the vendor.

ix.	<p>The Vendor shall pay to the manpower deployed at ICSI of 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 manpower deployed by the Vendor would be less than the applicable Minimum Wages and also the amount agreed by the ICSI and the Vendor. That no right, much less a legal right shall vest in the manpower of the vendor to claim or have employment or otherwise seek absorption in the ICSI nor the manpower of the vendor shall have any right whatsoever to claim the benefits and/ or emoluments that may be permissible or paid to the employees of the ICSI.</p> <p>The Vendor shall be responsible to submit a copy of the Notification issued by the respective State Governments /UTs time to time in respect to the Minimum Wages applicable in the State(s)/UT where the ICSI Offices are located, within 30 (Thirty) days of issuance of the said Notification.</p>
x.	<ul style="list-style-type: none"> a. The Vendor 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 vendor to obtain Workman Compensation policy at its own cost and risk for the manpower those who are not covered under ESIC because of the upper ceiling as applicable under ESIC. The vendor has to ensure that same policy remains in force during whole tenure of the contract and also updated periodically as and when new manpower gets inducted/replaced in that particular category. c. The Vendor 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; medical fitness certificate; copies of the Appointment Letter as issued to its manpower by the vendor, who are deployed at the ICSI Offices and recent passport size photograph. d. A police verification of such manpower shall be provided by the vendor. e. Any other related as information asked by the ICSI.
xi.	<p>If any dispute arises from any of the manpower deployed by the Vendor at ICSI Office(s), the same shall be dealt with solely by the Vendor at its 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.</p>
xii.	<p>All the manpower deployed by the Vendor at the ICSI Office(s) will have to carry Identity Cards which will be issued by the Vendor. Any negligence/offence on their part will attract immediate removal from the ICSI Office.</p>
xiii.	<p>Manpower deployed by the Vendor at ICSI Office(s) for carrying out the work are strictly prohibited of being associated with any other work in the ICSI Office.</p> <p>The vendor shall replace immediately any of its manpower found unacceptable to ICSI because of but not limited to security risks, incompetence, conflict of interest, improper conduct etc., upon receiving a notice from ICSI.</p> <p>The vendor shall provide a substitute within 7 days in the event of any manpower leaving the job due to his/her personal reasons. The delay by the vendor in providing a substitute beyond 7 working days will attract pre-agreed liquidated damages @1000/- per day.</p> <p>The manpower 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 conduct shall make the vendor as well as the manpower concerned liable of penal action under criminal laws or any other relevant provisions besides action for breach of conduct.</p>

	It shall be the responsibility of vendor to maintain the Muster Roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act, 1970 or any other provisions of any other Act or Rules, as applicable.
xiv.	<p>The manpower deployed at ICSI by the vendor 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).</p> <p>The vendor shall deploy such manpower who are capable to take proper care of the various documents/ equipment etc, including the premises of the ICSI. In the event of any loss being caused to the ICSI on account of negligence/derelection of duties or performance of their obligations by the vendor or manpower of the vendor, the vendor shall be liable to indemnify ICSI for such loss, which will be determined by the ICSI whose decision will be final and binding on the Vendor.</p> <p>Without limiting the generality of the conditions herein, if any of the manpower of the vendor prefer claim for employment with the ICSI, the vendor 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.</p> <p>In the event an manpower of the vendor 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 attending office on holidays, either OTA can be claimed or a Compensatory off can be availed, provided the Manpower has worked for full day and observed normal working hours.</p> <p>The ICSI shall have the right to inspect & call for the records/ registers maintained in respect of the manpower deployed by the vendor in various offices of the ICSI.</p>
xv.	The contractor shall issue identity card to all the casual employees mentioning their employee id; Date of Joining; Correspondence address; Designation etc

17. The vendor 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.

18. Labour Laws:

The Vendor 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 vendor. 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 vendor, the vendor shall be liable to indemnify the ICSI for the same. Under no circumstances the ICSI will be liable for the same.

The vendor shall abide by all applicable laws and shall adopt all required welfare measure for the manpower deployed at ICSI and discharge all other obligations concerning thereto. The vendor shall furnish adequate proof to the ICSI in this regard as and when instructed by authorized official of ICSI. It is again clarified that all such responsibilities and obligations, whether specified herein or not, shall be the exclusive responsibility and obligations of the vendor, and the ICSI shall not be held liable for such responsibilities / obligations in any manner, whatsoever.

The vendor shall pay the bonus to the manpower (deployed at ICSI) by the vendor in accordance with the payment of Bonus Act, 1965 as amended from time to time

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

19. The vendor shall always act as an independent party. The contract to be entered shall not create relationship of Principal and an Agent between ICSI and the vendor with whom the contract will be entered. Further, the vendor 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.
20. The contract to be entered shall not create a master and servant relationship between the personnel to be deputed at ICSI by the vendor at ICSI and ICSI. Under no circumstances, the personnel to be deputed by the vendor shall be considered as employees of ICSI nor shall such relationship be considered to exist.
21. The personnel to be deputed shall be engaged for a period of three (3) months/ six (6) months / eleven (11) months or as per requirement and their tenure of deployment may be extended by similar period(s) depending upon the satisfactory performance of the personnel deputed. The vendor 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.
22. The institute reserves the right to cancel/modify/amend the terms and conditions for outsourcing for providing Manpower without assigning any reason thereof.

23. Payment Terms:

(a)	Payment will be made on monthly basis within 07 (Seven) working days after approval of submitted bills subject to deduction of applicable taxes. However, in case of delay in any particular month due to valid reasons, the Vendor shall ensure that the payment to its manpower who are deployed at ICSI Offices are made by 7 th 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 vendor for failure to meet this deadline. <i>Vendor must be capable to pay monthly wages up to 1-2 months from his own resources in case of delay in payment by ICSI due to unavoidable circumstance.</i>
(b)	For processing and releasing the payment, the vendor shall submit the bill every month along with the following:
	<ol style="list-style-type: none"> 1. Copy of Monthly Attendance Sheet of each of the manpower deployed by the vendor at the ICSI Offices. 2. Self-attested copy of the ECR & P.F. Challan of previous month along with a declaration that both the contributions of PF have been deposited. 3. Self-attested copy of the ECR & ESI Challans along with a declaration that both the contributions of ESI have been deposited and a copy of WC Policy wherever applicable. 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 /UT and is in conformity with the Statutory Provisions and that all the conditions as per the laws in force have been complied with.
(c)	First payment to the vendor shall be released after furnishing Security deposit.

24. Payment of Taxes

The vendor shall be responsible for and shall pay all taxes, duties, assessments or other charges of any kind or nature whatsoever levied by any government or governmental body on or in connection with the Services including without limitation all statutory levies, taxes, fee, duties, rate, charges, surcharges etc. and any other tax ("taxes") levied on service provided by the Service Provider. ICSI may withhold from payments due to the vendor any amounts required with respect to the aforementioned taxes and to remit the same with the relevant authorities, in case of failure on the part of the Service Provider.

The ICSI may withhold Income Tax at Source under the Income Tax Act, 1961 or any other withhold tax as may be applicable time to time under any provisions of any Act or Rules from the payments made to the Vendor.

25. Whenever under this Agreement any sum of money is recoverable from and payable by the Vendor, the ICSI shall have right to recover such sum by appropriating in part or in whole from the bank guarantee of the Vendor. In the event of the security deposit /bank guarantee being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Vendor or which at any time thereafter may become due to the Vendor under this or any other agreement with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the Vendor shall pay to the ICSI on demand the remaining amount.
26. The contract shall be interpreted in accordance with and governed by the laws of India.
27. 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.
28. This contract between the ICSI and Vendor is a non-exclusive agreement. The ICSI shall be free to enter into any such agreement with any other Vendor during currency or the extended currency of this contract.
29. 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.

30. Penalty Terms:

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

31. All such penalties shall be limited to 10% of the contract value and may be recovered from the payment dues or the security amount / Bank Guarantee / EMD of the vendor as felt appropriate by the ICSI. In case of repeated penalties on the vendor, the ICSI shall have right to terminate the contract by giving one month notice and such decision of the ICSI shall be final.
32. In case any work for which there is no specification in the tender but required to be carried out for successful implementation, commissioning and delivery of the contracted work to its entirety, as per scope of work mentioned in the tender/ work order, such work shall be carried out by the vendor in accordance with the directions of the ICSI without any extra cost to the Institute.
33. In case of any damage or loss caused to the Institute due to breach of term or condition of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the vendor or its employee, the vendor shall be liable to compensate the loss cause to ICSI and to pay damages. The Institute shall have right to adjust the damage / loss suffered by it from the security deposit / earnest money deposit / bank guarantee and / or to charge penalty as decided by the Institute. The Vendor shall be given fair opportunity to be heard and represent. Decision of the ICSI shall be final & binding on the Vendor.
34. Whenever under this tender / contract /order any sum of money is recoverable from and payable by the bidder(s)/ vendor, the Institute shall be entitled to recover such sum by appropriating in part or in whole from the security deposit / bank guarantee / earnest money deposit of the bidder(s)/ vendor. In the event of the security deposit / bank guarantee / earnest money deposit being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the bidder(s)/ vendor, or which at any time thereafter may become due to the bidder(s)/ vendor, under this or any other tender / contract with the Institute. If this sum is not sufficient to cover the full amount recoverable, the bidder(s)/ vendor, shall pay the Institute on demand the remaining balance.

35. Termination of Contract

- i. Either party may terminate the contract, with assigning sufficient reason, by giving ninety (90) days' notice in writing to the other. In case the vendor fails to give the advance notice of ninety (90) days, its Security Deposit / Performance Guarantee shall be forfeited.
- ii. The ICSI without prejudice to any other remedy reserves the right to terminate the contract without sufficient grounds or found guilty on unsatisfactory performance of the vendor as mentioned below by giving written notice, thirty days (30) days in advance to the vendor on the following grounds:
 - For breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct

by the vendor or by its manpower deployed at ICSI or agent or in case there are more than 3 penalties on the vendor in any month.

- 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 vendor.
- Non- compliance of the statutory requirement(S).
- Becomes incapable of or unable to perform the Contract; dissolution of the vendor or commencement of liquidation or winding up proceedings or appointment of a Receiver or insolvency of the vendor;
- Vendor assigns or sub-lets the work under the contract without the prior written permission from the ICSI;
- Vendor violating any of the terms and conditions of the contract;
- Vendor commits breaches (maximum three times) in disbursing the salary to its manpower deployed at ICSI by the date specified herein.

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

vi. In the event of termination of contract as per clause no. i & ii, all the manpower deployed at ICSI shall automatically stand withdrawn by the vendor and no liability whatsoever shall exist on the part of ICSI on account of the termination of the contract.

vii. Upon termination of the Contract, the ICSI shall release the Security Deposit and/ or performance security as bank guarantee or additional amount deposited as security deposit, after receipt of copy of all the documents from the vendor relating to the disbursements made to the manpower deployed at the ICSI Offices along with the copies WC Policy and all other Statutory Deductions / Deposits / Challans / ECR towards PF, ESI, GST, etc. The decision of the Secretary, the ICSI in this regard shall be final and binding.

viii. Any pending or unresolved issues, compliances, unpaid payment and any other remedies shall be continued by the vendor during the period of notice of termination and the same must be satisfied before the contract is terminated.

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 agency for carrying out the remaining work and expenditure incurred on same shall be recovered from the Service Provider.

The Service Provider shall have no claim to any payment or compensation/ damage whatsoever on account of any loss suffered by the way of profit or advantage by reason of termination of this contract by the ICSI, 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.

36. GENERAL:

- i. **Modification/variation in Terms of Contract:** ICSI reserves the right to modify or may bring some variation in the terms and conditions of the contract on mutually agreed terms, if it is found necessary due to any operational difficulty or any other genuine reasons.
- ii. **Recovery:** Whenever under the contract through this tender, any sum of money is recoverable by ICSI from the party or / and payable by the party to ICSI, the ICSI shall be entitled to recover such sum by appropriating in part or in whole from the security deposit of the party. In the event of the security being insufficient or if no security has been taken from the party, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the party or which at any time thereafter may become due to the party under this or any other contract with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the party shall pay the ICSI on demand the remaining balance due along with penalty.
- iii. **Dispute Resolution:** Any dispute, difference, controversy or claim (“Dispute”) arising between the successful bidder and ICSI hereinafter jointly to be called “parties” and singularly as “party” out of or in relation to or in connection with the agreement/contract, or the breach, termination, effect, validity, interpretation or application of this agreement/contract or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorized official of the parties.
- iv. **Arbitration:** If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall be referred to the Arbitration process. In the event of any dispute arising between ICSI and the vendor in any matter covered/ touched by this contract or arising directly or indirectly there from or connected or concerned with the said contract, the matter shall be referred to the sole arbitrator appointed by the mutual consent of both the parties. The decision / award of the Arbitrator shall be final and binding on the parties. Cost of Arbitration will be shared equally by the parties.
 - The place of the arbitration shall be at The ICSI, 22, Institutional Area, Lodi Road, New Delhi.
 - The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.
 - The proceedings of arbitration shall be in English language.
 - The parties are not entitled to approach any court of law without resorting to arbitration approach.
 - The decision / award of the arbitrator shall be final and binding on parties to the arbitration proceedings.
- v. **Jurisdiction:** In respect of any dispute arising between ICSI and the vendor in any matter covered / touched this tender / contract or arising directly or indirectly there from or connected or concerned with the said contract, the courts at Delhi shall only have the jurisdiction.

- vi. **Right to Blacklist:** ICSI reserves the right to blacklist a party / bidder for a suitable period in case such party / bidder
- fail to honour his bid without sufficient grounds or found guilty for breach of condition /s of the contract or guilty of fraud and mischief and misappropriation or any other type of misconduct on the part of party(s) / bidder(s).
 - Giving false, misleading or fake information/ document in the bid;
 - Withdrawing the bid after opening of the Financial bids;
 - Refusal to accept Purchase/ Work Order at the quoted prices;
 - Failure to supply goods of the ordered quantity/ quality/ specifications at the agreed rates within the time schedule;
 - Adoption of any unethical or illegal practices;
 - Any other justified reason.
- vii. **Confidentiality:**
- a) The bidder(s)/ vendor shall not use or disclose any Confidential Information of the Institute except as specifically contemplated herein. For purposes of this tender / contract "Confidential Information" means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.
 - b) The successful bidder acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to ICSI will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The successful bidder agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to ICSI in divulging the information by the employees of the successful bidder, the ICSI shall be indemnified. The successful bidder agrees to maintain the confidentiality of the ICSI's information after the termination of the contract also. The successful bidder will treat as confidential all data and information about the ICSI /Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.
- viii. **Sub-Contracting:** The successful bidder will not assign or transfer and sub-contract its interest / obligations under this contract to any other concern / individual without the prior written consent of the ICSI.
- ix. **Statutory Compliance:** The successful bidder will be required to comply with all statutory obligations from time to time applicable to this contract.
- x. **Force Majeure**
- a) For the purpose of this Article, Force "Majeure" means any cause, which is beyond the successful bidder control or that of the Institute, as the case may be, which both

could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the order, such as:-

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

b) If a Force Majeure situation arises, the successful bidder are required to promptly notify ICSI in writing of such condition and the cause thereof within a period of three (3) days from the date of happening of such an event requiring invocation of this force majeure article. Unless otherwise directed by the ICSI in writing, the successful bidder will continue to perform its obligations under this order as far as is reasonably practical and shall seek all reasonable alternative means for performances of this order.

- xi. **Indemnity Clause:** The Service Provider will indemnify ICSI against all statutory liabilities present and future arising out of this contract. In the event of violation of any contractual or statutory obligations, the successful bidder will be fully and solely responsible for the same. Further, in the event of any action, claim, damages, suit initiated against ICSI by any individual, law enforcement agency or government authority due to acts and omissions, the successful bidder will be liable to make good/compensate such claims or damages to the ICSI. As a result of the successful bidder action, inaction or any omissions, if ICSI is required to pay any damages to any individual, law enforcement agency or government authority, the successful bidder would be required to reimburse to ICSI such amount along with other expenses incurred by ICSI or ICSI reserves the right to recover but not limited to such amount from the payment(s) due to the successful bidder while settling its bills or from the amount of security deposit lying with ICSI. However, ICSI reserves its right to take legal recourse as permitted under law of the land. In case of any damage caused to the institution due to negligence, carelessness or inefficiency of employee of the vendor, the vendor shall be responsible to make good the loss. The ICSI shall have right to adjust the damage / loss suffered by it from the security deposit or / and to charge penalty as decided by the Institute. Decision of the ICSI in this respect shall be final & binding on the vendor.

37. 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.

38. 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.

39. 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 or by email to the addresses indicated in this contract. Any change of Address should be notified to each other.
40. 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.
41. 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

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 Vendor

The Institute of Company Secretaries of India

By

By

Name & Designation

Name

Witnesses:

1.

2.

TENTATIVE FORMAT OF NON-DISCLOSURE AGREEMENT

Non-Disclosure Agreement

THIS NON-DISCLOSURE AGREEMENT (this “Agreement”) is entered into on this _____ day of _____ 2025 by and between THE INSTITUTE OF COMPANY SECRETARIES OF INDIA (ICSI) having its head office at :
ICSI House, No. 22 Institutional Area, Lodi Road, New Delhi – 110003
(hereby referred to as “**Disclosing Party**”)
AND

M/s _____ with and address at _____ (hereby referred to as “**Recipient**” or the “**Receiving Party**”).

AGREEING TO THE FOLLOWING POINTS
POINT 1

Recipient Party agree to the following clause :

The confidential information shared, as mentioned above, cannot be shared with any other third party in any circumstances whatsoever. The confidential information is the property of the Disclosing Party and it cannot be used for any other purpose other than the agreed purpose without the consent of the Disclosing Party.

The Recipient hereto is assigned contract of _____ / entered into the Service Level Agreement dated _____ during said contract / agreement, Disclosing Party may share certain confidential information / data pertaining to its Stakeholders with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Confidential Information.

For purposes of this Agreement, “**Confidential Information**” means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

- (i) Any confidential information or proprietary information (i) identified in written or oral format by the Disclosing Party to the Receiving Party to this Agreement with a competitive advantage, including trade secrets, data and know-how, copyrightable materials, , timetables, and stakeholders lists as related to the products and services (current and prospective) of each of the parties.(ii) or the Receiving Party knows or has reason to know the disclosed information is confidential, or proprietary information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great

efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as Stakeholders secrets

2. Disclosure of Confidential Information.

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party.

The Receiving Party agrees to hold in confidence and trust and to maintain as confidential all Confidential Information of Disclosing Party. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively “**Representatives**”) who have a need to know such Confidential Information in connection with the current or contemplated assignment / contractual relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential; and (d) shall not use or disclose, directly or indirectly, the Confidential Information, or any information derived there from, to any third person without prior written approval from the Disclosing Party. The Receiving Party shall be responsible for any breach of this Agreement by any of its representatives, Employees, Staff and Agent.

3. Use of Confidential Information.

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated assignment / contractual relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. The parties agree that all Confidential Information shall be and remain the sole property of the Disclosing Party. The Disclosing Party shall be the sole owner of all rights, and other proprietary rights in connection therewith and that no license is granted, assigned or implied to be granted to Receiving Party hereby. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party.

4. Compelled Disclosure of Confidential Information.

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Receiving Party’s business (not targeted at Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party give (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving

Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. Term.

This Agreement shall remain in effect perpetually. Notwithstanding the termination or expiration of the Agreement, the obligations of the Receiving Party not to disclose any Confidential Information to third party pursuant to this Agreement shall remain in effect perpetually.

6. Remedies.

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that without prejudice to any other legal rights the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. Return of Confidential Information.

Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the assignment / agreement executed between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

8. Notice of Breach.

Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

9. No Binding Agreement for Transaction.

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. This Agreement does not create a joint venture or partnership between the parties. If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

10. Arbitration:-

If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall be referred to the Arbitration process. In the event of any dispute arising between ICSI and the vendor in any matter covered/ touched by this contract or arising directly or indirectly there from or connected or concerned with the said contract,

- The place of the arbitration shall be at The ICSI, 22, Institutional Area, Lodi Road, New Delhi.
- The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.
- The proceedings of arbitration shall be in English language.
- The parties are not entitled to approach any court of law without resorting to arbitration approach.
- The decision / award of the arbitrator shall be final and binding on parties to the arbitration proceedings.

In case of any dispute, difference, claims and demands arising in relation or pursuant or touching to the meaning or interpretation of this agreement, the authorised official of the Disclosing Party will address the disputes/differences for mutual resolution and failing which the matter shall be referred to the sole arbitrator appointed by the mutual consent of both the parties. The decision / award of the Arbitrator shall be final and binding on the parties. Cost of Arbitration will be shared equally by the parties. 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 ICSI HOUSE, 22, Institutional Area, Lodi Road, New Delhi. All disputes arising out of this tender are subject to the jurisdiction of Courts in New Delhi.

11. Miscellaneous.

(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

(b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the applicable laws of land.

(c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(d) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by

certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.

(e) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Disclosing Party

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA (ICSI)

Address :

Authorized Signatory : _____

Receiving Party

(Annexure-I)

(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 purposes 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 7th of the following month to the manpower deployed by the vendor 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.