



PURCHASE POLICY



**THE INSTITUTE OF
Company Secretaries of India**

भारतीय कम्पनी सचिव संस्थान

IN PURSUIT OF PROFESSIONAL EXCELLENCE

Statutory body under an Act of Parliament

(Under the jurisdiction of Ministry of Corporate Affairs)

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(Purchase Policy was approved by the Council in its 231st meeting held on 3rd - 4th September, 2015)

(Revised Purchase Policy as approved by the Council in its 262nd meeting held on 7th August, 2019 - effective from 1st September, 2019)

CHAPTER

1.1 COMMENCEMENT, APPLICABILITY, DEFINITIONS AND OBJECTIVES

1.1.1 Commencement

This Purchase Policy came into effect from 3rd September 2015 and the revised Purchase Policy has been approved by the Council in its 262nd meeting held on 7th August, 2019. The Purchase Policy will be reviewed by the Council every three years or as and when required.

1.1.2 Applicability

This Purchase Policy shall be applicable to:

1.1.2.1 The Headquarters, Regional Offices, Chapters, ICSI-CCGRT, Centre of Excellences and all other establishments of the Institute; and

1.1.2.2 All kinds of procurement of goods and services excluding:

1.1.2.2.1 Land and Building, construction of new building, addition / alteration / renovation work to existing building, special repairs and installation of new or replacement of old equipment like lifts, DG sets, AC equipment, fire-fighting systems, EPABX etc. during construction of new building or addition / alteration / renovation work to existing building only, which are covered under separate Infrastructure Guidelines.

1.1.2.2.2 Specialized and professional advisory / consultancy services like HR consultants, Media & PR consultants, content writers, Artist for singing/movies/clips/ jingles/acting, legal services, advocates, auditors, tax consultants, reviewers, writers, trainers, examiners, paper setters, architect, valuers or any other specialized or professional services etc. wherein it will be strived off to empanel minimum three consultants in each category.

1.1.2.2.3 Library books which are to be procured as per the Delegation of Financial Power (DOFP).

1.1.2.2.4 Any other goods / services to be provided by the Institute to the students or members with collective bargaining with vendor(s) by a specific Committee constituted by the President without any financial obligation on the part of Institute;

Provided in case of any financial obligation on the part of the Institute, the proposal of the committee shall be placed before the Executive Committee for approval.

- 1.1.2.2.5 Specific items gifts, mementoes, convention bags, hotel, catering etc. for Programmes / Seminars may be procured / availed directly from the supplier / service provider with approval of the competent authority (as per DOFP) / Chairman of the concerned committee like Convention Organising Committee, PCS Conference Committee as the case may be.
- 1.1.2.2.6 The following goods and services pertaining to Dte. of Examinations being confidential and critical nature e.g.
- 1.1.2.2.6.1 Printing of Confidential papers (i.e. Question papers of CS Examinations);
 - 1.1.2.2.6.2 Processing of Results and associated goods and services such as, procurement preparation and attendance sheets, award sheets, absentee list and scanning thereof including Answer Books/ sheets; and
 - 1.1.2.2.6.3 Movement of Examination materials, i.e., Question Papers, Answer Books and other material to/ from Examination Centres and Examiners etc.
 - 1.1.2.2.6.4 Printing, packing, procurement and supply of Answer Books
 - 1.1.2.2.6.5 Pre and Post Examination activities relating to online/ offline examinations including evaluation of answer books through online/ offline mode.
 - 1.1.2.2.6.6 Procurement of confidential/ customized stationery items like Question Paper Envelopes, Result cum mark statements, Rank/ Prize Certificates, customized canvas bags with lock/ rod and other customized stationery item to be used for communicating with various experts viz. examiners/paper-setter/moderator etc.
 - 1.1.2.2.6.7 Development of customized portal/software relating to examination activities
 - 1.1.2.2.6.8 Bulk photocopy from outside vendor before commencement of examination and meetings.
 - 1.1.2.2.6.9 The Secretary be and is hereby authorised to approve the procurement of above items of goods and services and any other items as decided by the Secretary in relation to Dte. of Examination.
- 1.1.2.2.7 Purchase of Multi National Branded Items like AC / Laptop / Mobile through Authorized Dealer / Agent / Shoppe of the OEM in the respective area and Domestic Branded items from Manufacturer / Wholesaler directly on approval of the competent authority.

- 1.1.2.2.8 Specific items e.g. Medals, Trophies, Shields and Souvenirs for Convocation, Programmes / Seminars, ICSI brand store items, New Year diaries, Planners etc. may be procured / availed directly from the supplier / service provider as per customised quality by doing the market survey on recommendation by the user / indenting Directorate and on approval of the competent authority (as per DOFP).

1.3 Definitions

1.3.1 Delegation of Financial Power (DOFP) – means Delegation of Financial Power as approved and amended by the Council of the Institute from time to time given at **Annexure '1'**.

1.3.2 Competent Authority – as per provisions in the DOFP for various purposes;

Provided that in case the competent authority is not defined, then the President, shall be the Competent Authority.

1.3.3 Purchase Committee - means the Committee (by whatever name called) constituted to recommend the Purchase proposals for approval to the Competent Authority;

Purchase Committee meeting will be conducted at least once in a month or in shorter period as per requirement (preferably Purchase Committee meeting will be held on every Wednesday of the week at 3:30 pm unless and otherwise notified by the Dte. of Purchase. If for any reason the meeting is not held, the same may be held on next immediate working day/any other day as and when specified by the Chairman of the Committee).

Provided that the Purchase Committee for various purposes shall be constituted as under:

- 1.3.3.1 Purchase Committee to recommend the purchase of goods / services of the estimated value of more than Rs.50,00,000/- (Rupees Fifty Lakh) shall comprise of not more than five members comprising Chairman of the concerned Committee / Core Group of the Council as the Chairman of the Purchase Committee, Secretary, Heads of Purchase, Finance, and user Directorate who shall be the Secretary of the Committee;

Provided that where any goods / service to be procured do not fall in the domain of any Committee / Core Group of the Council, or in case Chairman of the concerned committee is not available due to pre-occupation or where user department and indenting department are different, then the President shall nominate a Council Member as the Chairman of the Purchase Committee;

Provided further that where any matter is placed before any Committee / Core Group of the Council then the Committee / Core Group may decide that the Chairman of the Committee / Core Group shall be the Chairman of the Purchase Committee even if the estimated value is less than Rs.50,00,000/- (Rupees Fifty Lakh);

Provided also that such Purchase Committee shall be involved for finalization of the terms and conditions of the tender, technical and commercial evaluation of the tender and recommendation of the proposal for approval to the concerned Committee / Executive Committee.

Provided that all such purchases and / or contracts which are indented by the Directorate of IT shall be recommended by the Purchase Committee headed by the Chairman of the IT Committee, Secretary, Head of Finance, Head of IT, Head of Purchase.

- 1.3.3.2 Purchase Committee to recommend the purchase of goods / services of value of not more than Rs.25,00,000/- (Rupees Twenty Five Lakhs) other than what is provided in (3)(i) above, shall comprise of not more than three members comprising Head of Finance, Head of Purchase, and not more than one more member who will be the head of the indenting or user Directorate or as nominated by the Secretary;
- 1.3.3.3 Purchase Committee to recommend the purchase of goods/ services of annual value of more than Rs.25,00,000/- (Rupees Twenty Five Lakhs) but less than Rs.50,00,000/- (Rupees Fifty Lakhs), other than what is provided in (3)(i) and 3(ii) above, shall comprise of Head of Finance, Head of Purchase and not more than two more members as nominated by the Secretary;
- 1.3.3.4 Purchase Committee at the Regional Office level shall be constituted by Regional Council and comprise of the Regional Director and not more than two other members one of whom shall be the Secretary or Treasurer of the Regional Council; senior most member (as per hierarchy) will be the Chairman of the committee.
- 1.3.3.5 Purchase Committee at the Chapter level shall be constituted by Managing Committee and comprise of not more than three members one of whom shall be the Office In charge of the Chapter and one of the members shall be the Secretary or Treasurer of the Managing Committee of the Chapter; senior most member (as per hierarchy) will be the Chairman of the committee.
- 1.3.3.6 Purchase Committee at ICSI-CCGRT and Centre for Excellence shall be constituted by their respective Executive Heads and in case of ICSI-CCGRT, the committee should comprise of Head CCGRT, in-charge of Finance of CCGRT and one member shall be nominated by the Chairman, CCGRT Management Committee who shall be the Chairman of the Committee.

1.3.4 Local Purchase Committee – means a Committee constituted by the Secretary for procurement of goods / services through the mode of Market Survey for any specific item.

1.3.5 Technical Evaluation Committee – in respect of a particular tender means the Committee constituted with the approval of the Competent Authority for technical evaluation of bids received against the tender and to recommend the technically qualified / disqualified bids along with reasons thereof as per the terms of the tender.

1.3.6 Registered Vendor – means a vendor registered with the Institute who shall be eligible for receiving Tender Enquiry for the specified items for which he has been registered by the Institute on his application and payment of prescribed fee.

1.3.7 Empanelled Vendor – means a vendor with whom a Rate Contract has been concluded by the Institute after following the due procurement process.

1.3.8 Capital Goods (items) – means the goods for long term usage and shall include Furniture, Fixtures, Photo-copier, Fax, Mobile, Software, IPR Licenses, Computers, Laptops, UPS, Servers, Printers, Scanners, vehicles, EPABX, CCTV, DG Sets, ACs and all types of Electrical, Mechanical, Information Technology and office equipment of any description.

1.3.9 Revenue Goods (items) – means all movable goods other than capital goods which are meant for consumption or usage in routine activities of the Institute including stationary, sanitary, electrical, mechanical, IT peripherals and consumables, maintenance, house-keeping, spares etc. items;

AMCs of equipment, house-keeping services, security services, repair & maintenance services, hiring of taxi, courier, packing, forwarding, printing, catering, air ticketing etc. services shall also be treated as Revenue item.

1.3.10 Inter-changeability of the terms

The terms 'goods and services', 'supplier and vendor', 'Bid and Tender' 'Performance Security and Performance Guarantee' 'Purchase and Procurement' etc. have been used inter-changeably and therefore the terms may be understood correctly as may be best applicable.

1.4 Objectives of the Purchase Policy

1.4.1 To ensure right item of requisite quality available at right place in right time and quantity and ensure the procurement/purchase at a right price following the laid down administrative and accounting procedures.

1.4.2 To define procedures including authority and responsibilities thereof in such a way that will facilitate the purchasing authority to meet following objectives:-

- 1.4.2.1 To purchase materials for the Institute's use within the sanctioned budget most economically and keeping guard of quality and delivery schedules.
- 1.4.2.2 To ensure proper delegation of responsibility and accountability so as to bring in required efficiency, economy and transparency in procurement.
- 1.4.2.3 To maintain constant touch with the market condition and explore possibilities of identifying new sources of supply at competitive rates.
- 1.4.2.4 To ensure equitable treatment of suppliers and promotion of competition in procurement.
- 1.4.2.5 To process the suppliers bills promptly to ensure correct and timely payment.
- 1.4.2.6 To maintain the records of all procurements that shall be subject to audit.
- 1.4.2.7 To ensure provisioning of goods and services as per the requirement of the user.

CHAPTER

1.2 AUTHORITIES AND THEIR RESPONSIBILITIES

1.2.1 Authority for initiating procurement of goods and services

The procurement process for various goods and services shall be initiated by the following Departments:-

- 1.2.1.1 **Dte. Of Academic / Professional Development / Training** – For Study Material, Research Publications, Journals, Suggested Answers, Guidance Notes and all printed material meant for students, members or for sale to the general public. The Directorate will initiate the process in consultation and coordination with the Dte. of Student Services, Main Stores, Dte. Of Membership or any other concerned Directorate.
- 1.2.1.2 **Stationary Cell** – For all stationary items of common use like photocopy paper, folders, staplers, water jugs, bags, publicity kits, pens, computer stationary, toners, envelopes, note sheets, stamps, consumables for Dte of Examination and all types of other consumables.
- 1.2.1.3 **Printing Cell** – For all printing materials like letter heads, forms, visiting cards, souvenirs and all other printed materials for official use.
- 1.2.1.4 **Administration** – (i) For all types of common services like hiring of vehicles, catering arrangements, AMCs of all equipment other than IT hardware and software materials, maintenance of civil, mechanical, electrical and other items, office equipment and all other office items.

(ii) For all capital items viz. furniture and fixtures, office equipment, mobile, electrical equipment, mechanical equipment, communication equipment, vehicles and any other capital item other than related to Dte. of IT .
- 1.2.1.5 **Dte. Of IT** – For AMC of all the IT hardware and software, IT capital items viz. computers, printers, laptops, UPS, scanners, servers, software, networking items, website maintenance and all other items related to Dte. of IT.
- 1.2.1.6 **Publicity and Advertisement** – For all types of advertisements and publicity services to be availed of for the Institute, students, members or other stakeholders including Designing, Printing, Film-making etc.
- 1.2.1.7 **User Departments** – For all other goods and services which are of specific nature to the concerned department and which are not covered under Point 1 to 6 above.

The request for purchase shall be made in the 'Purchase Requisition Form' provided in Annexure '2'.

This is to clarify that since there may not be separate Departments as stated above at the Regional Offices, Chapters, ICSI-CCGRT, Centre for Excellence, etc. therefore the respective offices thereat shall perform the role of Initiator for procurement of goods and services for their requirement.

1.2.2 Responsibilities of the Department which initiates the procurement process

The Department which initiates the procurement process for goods and services shall be responsible for -:

- 1.2.2.1 Budgetary Control** – ensure that budgetary provision is made in the budget, availability of budget for the proposed procurement and to maintain proper record of the budget availability, expenditure incurred before the proposal and availability of budget for the proposed procurement.
- 1.2.2.2 Administrative approval** – obtain administrative approval of the competent authority for the proposed procurement before the procurement process is initiated. It is to be clarified that provision in the budget is only a pre-requisite for the specific administrative approval. Therefore, specific administrative approval for each item is necessary to be obtained from the competent authority. The approval shall be provided on or attached to the '*Purchase Requisition*'.
- 1.2.2.3 Timing for initiating the procurement process** – The initiating Department shall ensure that:-
 - 1.2.2.3.1 The proposed requirements are accurately worked out based on past consumptions and future anticipation. Over or under procurement must be avoided. The minimum stock level, optimum order quantity and re-order level quantity must be clearly defined as far as possible on the basis of past consumption.
 - 1.2.2.3.2 Procurement process must be initiated timely keeping in view the procurement process and time involved on the tendering process. Generally, the lead time of 45 and 60 days for Limited Tender and Open Tender respectively should be adhered to.
- 1.2.2.4 Fundamental principles** - The initiating Department shall take reasonable care while initiating procurement process as persons of ordinary prudence are expected to do in respect of their own purchases. The proposal for procurement must conform to the following yardsticks:-
 - 1.2.2.4.1 The specifications in terms of quality, type and quantity of the goods to be procured must be clearly spelt out keeping in view the specific needs of the Institute.
 - 1.2.2.4.2 Specifications so worked out should meet the basic needs of the Institute and should not include superfluous and non-essential features, which may result in unwarranted expenditure

1.2.2.4.3 Technical specifications must be generic in nature meeting the requirements of the Institute. Brand or brand specific technical specifications must be avoided.

1.2.2.5 Proprietary / Monopoly items – The initiating department shall certify if any item is proprietary or monopoly item of any vendor / service provider with the reasons/ justification and supporting document / information.

1.2.2.6 Support to the Purchase Department – Initiating department shall provide support regarding potential suppliers, market trends, past experiences, price justification etc.

1.2.2.7 Recommendation / Opinion for Procurement – The initiating Department would provide its recommendation / opinion regarding quality, quantity, specifications, price, extension of contract etc. in respect of the procurement whenever required.

1.2.3 Responsibilities of the Purchase Department

The Purchase Department shall be responsible for:-

1.2.3.1 Registration of vendors for general and routine items of consumption and regular updating of the list of registered vendors by adding new vendors at least once in a six month; the procedure for registration is given in **Annexure - '3'**.

1.2.3.2 Maintenance of rate contract for general and routine item of standard goods / services and timely review thereof as per market conditions;

1.2.3.3 Procurement of goods and services in accordance with the procurement process as given in this purchase policy, financial prudence and common prevailing practices;

1.2.3.4 Obtaining, maintaining and administering the Performance Guarantees as per the terms of the tenders;

1.2.3.5 Refund of EMD to the unsuccessful bidders as per the terms of the Tender;

1.2.3.6 Processing the payments as per the purchase / work order including the levy of penalty wherever applicable;

1.2.3.7 Administration of Warranty / Guarantee in consultation and coordination with the user department;

1.2.3.8 Compliance with the terms and conditions of the Tender and Purchase / Work Order in each case of procurement;

The Purchase Department shall ensure to comply with the budgetary provisions and DOFP while discharging its aforesaid responsibilities.

1.2.4 Responsibilities of the Purchase Committee

The Purchase Committee shall be responsible to –

1.2.4.1 Recommend the procurement of the goods/ services to the competent authority on the basis of:-

- 1.2.4.1.1 Administrative approval of the competent authority for the proposed procurement;
- 1.2.4.1.2 Approval of the concerned committee of the council , wherever applicable/ required ;
- 1.2.4.1.3 Outcome of the tendering process completed as per this purchase policy and submitted to the committee for consideration by the Dte. of Purchase;
- 1.2.4.1.4 Justification for the quality, quantity and price of the proposed procurement keeping in view the overall interest of the institute;
- 1.2.4.2 For the purpose of discharge of its responsibilities, the Purchase Committee may
 - 1.2.4.2.1 Advise the Dte. of Purchase to seek clarification / recommendation from the user department / vendor on proposals placed before it for consideration;
 - 1.2.4.2.2 may obtain expert opinion by engaging independent expert.
 - 1.2.4.2.3 recommend to the concerned authority / department for improvement in the procurement;
 - 1.2.4.2.4 issue advisory to concerned Directorate(s) regarding lapses in procurement process;
 - 1.2.4.2.5 recommend any proposal placed before its consideration to the competent authority / concerned committee of the council for consideration and decision;
 - 1.2.4.2.6 consider and advise on any other matter in the larger interest of the Institute and its stakeholders.

1.2.5 Responsibilities of the Competent Authority

The Competent Authority while approving the initial proposal for procurement or approving the procurement of Goods / Services shall keep in view the -

- 1.2.5.1 proposed procurement is in line with the decisions / policies of the Council / Committees wherever applicable;
- 1.2.5.2 procurement of high value / capital items is properly justified;
- 1.2.5.3 objectives of the procurement are clearly laid down for high value / capital items;
- 1.2.5.4 overall interest of the Institute and stake holders;

CHAPTER

1.3 MODES AND PROCEDURE OF PROCUREMENT

1.3.1 Modes and Procedure of Procurement

Depending upon the total estimated cost involved, urgency and availability of time, the procurement shall be made by following modes given hereunder:-

- 1.3.1.1 Gift item/Reserved/Kendriya Bhandar/GeM/NIC/C-DAC/DAVP/PSU/any other such organizations notified by government (Central/State) time to time
- 1.3.1.2 Purchase without quotation
- 1.3.1.3 Purchase by Local Purchase Committee by market survey
- 1.3.1.4 Purchase under rate contract
- 1.3.1.5 Purchase by obtaining bids

The procedure under each mode is given hereunder:-

1.3.1.1 Reserved / Kendriya Bhandar / GEM / NIC / C-DAC / DAVP / PSU / any other such organizations notified by government (Central/State) time to time/ Gift items

1.3.1.1.1 GeM (Government e-marketplace): Government e-Marketplace (GeM) is a one stop portal to facilitate online procurement of common use Goods & Services required by various Government Departments / Organizations / PSUs. Since, GeM aims to enhance transparency, efficiency and speed in public procurement, it is also included in **Modes and Procedure of Procurement** in **Chapter 3 (1)**. It provides the tools of e-bidding, reverse e-auction and demand aggregation to facilitate the government users achieve the best value for their money.

Advantages:

- (i) Offers rich listing of products for individual categories of Goods/Services
- (ii) Makes available search, compare, select and buy facility
- (iii) Enables buying Goods and Services online, as and when required.
- (iv) Provides transparency and ease of buying
- (v) Ensures continuous vendor rating system
- (vi) Up-to-date user-friendly dashboard for buying, monitoring supplies and payments
- (vii) Provision of easy return policy

- 1.3.1.1.2 The Central Government, through administrative instructions, has reserved all items of handspun and hand-woven textiles (khadi goods) for exclusive purchase from Khadi Village Industries Commission (KVIC). It has also reserved all items of handloom textiles required by Central Government departments for exclusive purchase from KVIC and/or the notified handloom units of ACASH (Association of Corporations and Apex Societies of Handlooms). The Central Government has also reserved some items for purchase from registered Small Scale Industrial Units. Procurement of such items may be made from the reserved sources as per the quoted rate directly on approval of the competent authority as per DOFP;
- 1.3.1.1.3 Procurement from Kendriya Bhandar, GeM, NIC and C-Dac may be made directly as per the quoted rate on approval of the competent authority as per DOFP;
- 1.3.1.1.4 Services for advertisement and publicity may be availed of at approved DAVP rates on approval of the competent authority;
- 1.3.1.1.5 Gift items which may be procured from PSU / government agencies like Central cottage Industries, State Emporiums, KVIC etc.;

1.3.1.2 Purchase without Quotation

Purchase of goods up to the value of Rs.60,000/- (Rupees Sixty Thousand) on each occasion may be made directly from the market without inviting quotations or bids with the approval of the competent authority. However, the demand for goods shall not be divided into small quantities to make piece meal purchases to avoid the necessity of initiating tender process and obtaining the sanction of higher authority required with reference to the estimated value of the total demand.

Provided that the availability of the items as mentioned above has to be checked with GeM / Kendriya Bhandar. If the items are not available at GeM / Kendriya Bhandar, then only the same can be procured from the open market after certification of non-availability of the items at GeM / Kendriya Bhandar by the Head of the Dte. of Purchase. In exigencies and urgent requirement the goods can be procured directly from the open market.

Note : The amount of Rs.60,000/- shall be read as Rs.20,000/- for Chapter offices and Rs.40,000/- for ROs/CCGRT.

1.3.1.3 Purchase by Local Purchase Committee through Market Survey

1.3.1.3.1 Single Purchase

Purchase of goods costing above Rs. 60,000/- (Rupees Sixty Thousand only) and up to Rs.2,00,000/- (Rupees Two Lakh only) shall be made on the recommendations of a duly constituted Local Purchase Committee consisting of officials of appropriate level drawn from user or indenting directorate, Dte. of Purchase and Dte. of F&A as decided by the Competent Authority. The committee will survey the market / consider the recommendation of User Department to ascertain the reasonableness of rate, quality and specifications and identify the appropriate supplier.

The Committee shall ensure to collect rate from at least three service providers/suppliers/vendors of the similar item that the proposed rate is reasonable as prevailing in the market.

Before recommending procurement, the members of the committee will jointly record a certificate as under:-

“Certified that we _____, members of the Local Purchase Committee are jointly and individually satisfied that the goods recommended for purchase are of the requisite specification and quality, rate as per the prevailing market rate and the supplier recommended is reliable and competent to supply the goods in question.”

The recommendation of Local Purchase Committee will be placed along with the recommendation of the user department before the competent authority for approval.

Note: The amount of Rs.2,00,000/- shall be read as Rs.50,000/- for Chapter offices and Rs.1,00,000/- for ROs/CCGRT.

1.3.1.3.2 More than Single Purchase

Where the item to be purchased through Market Survey is of the same and standard type in all respects (like Laptops, Computers, Mobiles, Batteries etc.), in such case the Competent Authority on the recommendation of the Head of the Dte. of Purchase and the indenting/user directorate, may approve procurement of more than one quantity provided the total value of the procurement is not more than Rs. 25,00,000/- (Rupees Twenty Five lakh only) where the procurement through Open & Advertised Tender is applicable.

1.3.1.4 Purchase under rate contract

The Purchase Department shall maintain rate contracts for goods and services of standard types, which are identified as items of common use and are needed on recurring basis by various Departments.

The rate contract shall be concluded either through the Market Survey, Limited Tender Enquiry or Open Tender Enquiry as may be applicable on the basis of estimated cost of procurement in a financial year based on the estimated consumption.

The Dte of Purchase shall prepare and maintain list of items in broad Groups to ascertain the estimated consumption and total estimated cost thereof in a financial year to decide the mode of procurement and maintaining the rate contract. For example – stationery, paper, envelopes, computer stationery, photocopy paper, pens, pencils etc. shall form one Group;

Rates should be finalized at least for one year but the rates should also be monitored for any downward revision. In case of downward revision the rates should be re-decided.

Rates should be compared with GeM / Kendriya Bhandar and generally the rates should not be more than the rates offered by GeM / Kendriya Bhandar.

1.3.1.5 Purchase by obtaining bids

Procurement not covered under the aforesaid modes shall be made through tendering process by obtaining bids as follows:-

1.3.1.5.1 Single Tender Enquiry

1.3.1.5.2 Limited Tender Enquiry

1.3.1.5.3 Open / Advertised Tender Enquiry;

1.3.1.5.4 Swiss challenge bidding process

The process for each mode of procurement through tender is given hereunder:-

1.3.1.5.1 Single Tender Enquiry –

Procurement through a single tender may be resorted to in the following circumstances:-

1.3.1.5.1.1 Proprietary / monopoly items - It is in the knowledge of the Purchase / User Department that only a particular firm is the manufacturer of the required goods and sold through OEM's own or authorized retail showroom a certificate is provided by the head of the Dte. Of Purchase / User Department in Form placed at **Annexure - '4'**.

1.3.1.5.1.2 Emergency - In case of emergency, the required goods are necessarily to be purchased from a particular source and the reasons for such a decision is to be recorded and approval of competent authority be obtained.

1.3.1.5.1.3 Standard / Compatible Goods / Services - Standard / Compatible equipment, machine, spare parts, technical services, maintenance services etc. to the existing sets of equipment (on the advice of a competent technical expert and approved by the competent authority), may be purchased from a particular firm.

1.3.1.5.1.4 New and Innovative Goods / Services – The new and innovative goods / service may be procured / availed of on the recommendation of the Purchase Committee and with the approval of the Executive Committee.

1.3.1.5.1.5 Specific requirement of Dte. of IT (as this domain has specific requirement):

Purchase through Single tender enquiry may also be adopted in exceptional cases only with the approval of the **President/Secretary** in addition to emergency cases or monopolistic cases when:

1.3.1.5.1.5.1 For standardization of machinery or components or spare parts has to be compatible to the existing sets of IT related machinery / equipment (on the advice of a competent technical expert and approved by the competent authority), the required goods can be purchased from a particular authorized/selected vendor.

- 1.3.1.5.1.5.2 Services or equipment can be procured based on single bid on recommendation of the Dte. of IT and approval of the competent authority, when the Institute does not receive sufficient number of bids. At times, in spite of fulfilling all necessary requirements, like, standard tender enquiry conditions, wide publicity, sufficient time for bid preparation, etc. and after analysing the bids received, the institute ends up with one responsive bidder. In such cases, the procurement process can be processed further based on available valid bids without resorting further tender process (even if minimum three bids are not available) after justifying the price quoted by such bidder(s).
- 1.3.1.5.1.5.3 In case of unreasonable rates, retendering may be done. Since re-tendering will lead to longer time to complete the procurement process, the procurement of limited quantity for continuing the operations without interruption may be done from authorized vendor or channel partner of the OEM, on recommendation of the Dte. of IT and approval of the competent authority after doing due diligence.
- 1.3.1.5.1.5.4 In the tendering process, if the lowest bid received is found to be non-workable, Purchase Committee may call for clarification from the bidder and insist on indemnity from the bidder to the effect that in case of non-performance by the lowest bidder as per tender terms, the particular work can be executed through other vendor at the risk and cost of defaulting lowest bidder on approval of the competent authority.
- 1.3.1.5.1.5.5 **AMC Services related to IT Hardware items in the Institute:** For AMC of all IT Hardware items (Server, Storage Device, Printer, Desktops, Laptops, Firewalls, Switches, Routers, Modems, etc.) respective OEMs shall be entrusted the AMC to ensure easy availability of parts and effective support. In case, the OEM does not directly entertain the AMC, the authorized service provider of the OEM should be entrusted to undertake the AMC with back to back support of the OEM. On the expiry of AMC it could be further renewed with OEM/Partner as long as the OEM continues to give support. This is subject to cost benefit analysis with new product cost as recommended by the Dte. of IT.
- 1.3.1.5.1.5.6 **IT enabled critical services for the Institute stakeholders)** e.g. Support-Services / Anti-Virus / Software-tools and Licenses / Networking Services / etc :(.During exigencies or due to any unavoidable reasons if tendering

process for IT enabled critical services is unsuccessful/not complete/expired, that service contract can be renewed further for a time period till tendering process is finalised such that critical services may not be interrupted in the interest of the Institute and the Stakeholders.

1.3.1.5.1.5.7 If any IT Hardware (Desktop / Laptop / Printer / Scanner etc.) and Software arrangement is to be provided to the user directorates as and when required on urgent / immediate basis including arrangements at the time of programmes e.g. National Convention / Council Election / Examination / other Programmes etc. or any other such event, the same can be procured on recommendation of the Dte. of IT and approval of the competent authority.

1.3.1.5.1.5.8 On case to case basis if any Directorate sends any requirement to Dte. of IT, Dte. of IT will provide the Technical Specification and support for required IT Hardware and software. Subsequently the Directorate of Purchase may process the requisition after the approval of Competent Authority to accommodate the required IT Hardware which can be availed on **rental basis**. On recommendation of Dte. of IT, the rental service can be availed on lowest rate basis, by seeking minimum three (3) sealed quotations from service providers available either in the institute and/or in the market. The Dte. of Purchase can issue the order for rental of IT hardware to the firm on approval of the competent authority. This could be followed for the procurement of Software in case of exigencies, if required.

1.3.1.5.1.5.9 All above provisions may be adopted based on the value of the procurement as approved by the Secretary/President.

1.3.1.5.1.6 Exceptional Circumstances - The exceptional conditions for such decisions after recording reasons and approval of the competent authority. Such conditions may be like :-

- i. Emergency situation like Power Failure, Disruption of Drinking water supply, Malfunctioning of Fire Fighting Equipment, malfunctioning of Lift, AC plants, DG etc., law & order problem, fire, flood, earthquake, water logging or any other natural calamities
- ii. Supplier has exclusive right
- iii. No suitable substitute
- iv. Tender held for several dates/ times, but no bidder quoted successfully or no bid is received.
- v. Possibility of a new source is remote

- vi. Readymade Software/ Solutions which are available in the market which can be used for the benefit of the stakeholders.
- vii. For purchasing of any item of specific brand or model, readymade software products with certain specifications as decided by the Executive Committee (procurement value up to Rs.50,00,000/-) and Council (procurement value above Rs.50,00,000/-).

1.3.1.5.2 Limited Tender Enquiry

1.3.1.5.2.1 Procurement through Limited tender enquiry will be adopted when estimated value of the goods to be procured is up to Rs.25,00,000/- (Rupees Twenty Five Lakhs only).

The following points shall be followed while adopting mode of Limited Tender Enquiry:-

1.3.1.5.2.1.1 Copies of the bidding document may be sent to all the following firms:-

- 1.3.1.5.2.1.1.1 Existing suppliers for the goods in question;
- 1.3.1.5.2.1.1.2 Empanelled suppliers for the goods in question;
- 1.3.1.5.2.1.1.3 List of prospective suppliers provided by the user department;
- 1.3.1.5.2.1.1.4 Suppliers list available on the internet;
- 1.3.1.5.2.1.1.5 Any other possible source to identify higher number of bidders.

1.3.1.5.2.1.2 Tender document shall be placed on the website of the Institute in the Tender Section.

1.3.1.5.2.1.3 At least ten days' and maximum fifteen days' time shall be allowed for submission of bids in limited tender enquiry cases unless a shorter duration is approved by the competent authority in case of urgent requirement.

1.3.1.5.2.1.4 The number of qualified bidders shall be not less than three for award of contract to the successful bidder -

Provided that in case of less than three qualified bidders and the estimated value is more than Rs. 25,00,000/- (Rupees Twenty Five Lakhs only) then the items shall be re-tendered through Open Tender once more only;

Provided further that in case of less than three qualified bidders and the estimated value is up to Rs. 25,00,000/- (Rupees Twenty Five Lakhs only) then the items shall be re-tendered through Limited Tender Enquiry once more only;

Provided further that in case of re-tendering either through Open Tender or Limited Tender Enquiry as stated above, the contract may be awarded to the lowest bidder even if the qualified bidders are less than three on the recommendation of the Purchase/ User Department regarding quality of the goods and justification of price.

1.3.1.5.2.2 Purchase through limited tenders may be adopted even where the estimated value of procurement is more than Rs.25,00,000/- (Rupees Twenty Five Lakhs only) but less than Rs.50,00,000/- (Rupees Fifty Lakhs only) under following circumstances:-

1.3.1.5.2.2.1 The competent authority in the Institute approves that the demand is urgent and additional cost involved by not procuring through open tender enquiry is justified in view of urgency. Nature of urgency and reasons why the procurement could not be anticipated needs to be recorded;

1.3.1.5.2.2.2 There are sufficient reasons, to be recorded in writing by the competent authority, indicating that it will not be in Institute's interest to procure the goods through open tender enquiry;

1.3.1.5.2.2.3 The sources of supply are definitely known and possibility of fresh sources beyond those being tapped is remote.

1.3.1.5.3 Open and Advertised Tender Enquiry

1.3.1.5.3.1 Procurement of Goods / Services of more than Rs. 25,00,000/- (Rupees Twenty Five Lakhs only) shall be made through Open and Advertised Tender Enquiry;

1.3.1.5.3.2 Open and Advertised Tender Enquiry may also be adopted in other cases on one or more of the following considerations :-

(i) List of sufficient number of prospective bidders is not available for the Limited Tender Enquiry;

(ii) Source of supply not clearly known;

(iii) Advertising is expected to elicit better response;

(iv) The known supplies are suspected to have formed a ring/ cartel;

(v) Where it is not possible to freeze the technical specifications;

(vi) To generate more competition for quality and price.

(vii) Retendering process in case of less than required bids.

1.3.1.5.3.3 Open Tender Enquiry up to the value of Rs.50,00,000/- (Rupees Fifty Lakhs only) shall be made through hosting the tender in the institute's website and uploading the tender in the Central Public Procurement Portal (CPPP) an initiative of the Government of India maintained by NIC through e-tendering. Tender can also be hosted at Public Tender Sites / or other websites which are publishing tenders at free of cost. Tenders valued more than Rs.50,00,000/- to be advertised through at least two widely circulated newspapers, one in English and another in Vernacular in addition to placing the tender at the Institute's website under the Tender Segment and CPPP – e-tendering process.

1.3.1.5.3.4 At least twenty one days' time shall be allowed for submission of bids unless a shorter duration is approved by the competent authority in case of urgent requirement.

1.3.1.5.3.5 The number of qualified bidders shall be not less than three for award of contract to the successful bidder.

Provided further that in case of less than three qualified bidders, the items shall be re-tendered once more through Open Tender as per guideline mentioned in (iii) (C) above. The contract may be awarded to the successful bidder even if the qualified bidders are less than three in the re-tendering process on the recommendation of the Purchase Committee after obtaining the concurrence of the indenting / User Department regarding quality of the goods and price justification.

1.3.1.5.4 Swiss challenge bidding process

This is a form of public procurement operated in some areas, wherein an unsolicited proposal is received for some innovative product, service or idea as received from a particular bidder for goods or service. The Swiss challenge bid method adopted by ICSI may also allow the entity which submitted the unsolicited bid shall also be called to match or better the best bid which comes out of the Swiss challenge process.

1.3.2 EXPRESSION OF INTEREST

An 'Expression of Interest' (EOI) may be called in case of any new item of procurement where the technical specifications are not available or the sources of supply are not known or any other such justified reason. EOI shall be followed by the procurement process as per aforementioned guidelines.

1.3.3 Timelines

The Purchase Committee shall strive off to complete the procurement process within one month from the last date of submission of Bid.

CHAPTER

1.4 TERMS AND CONDITIONS OF THE TENDER DOCUMENT

IMPORTANT TERMS AND CONDITIONS TO BE INCORPORATED IN THE TENDER DOCUMENT

1.4.1 Single Bid or Two Bid – the Tender document should clearly specify whether the tender is based on single bid or two bid system. Generally, in case of high value items or items of technical nature or technical services or capital goods, the tender should be called on two bid system.

In case of Two Bid System, the financial bids of all the technically qualified bidders shall be opened and the contract shall be awarded to the successful bidder as per tender terms.

Generally, all the bidders who are technically qualified should be treated at par and the decision for awarding of contract should be based on the lowest financial bid. However, in case of tenders for goods / services of highly technical nature where expertise of highest standard are required and tender terms stipulates to follow Quality cum Cost Based System (QCBS), appropriate weightage for technical bid and financial bid may be assigned by the by the indenting / user directorate (ideally 60% and 40% respectively) unless a different weightage to either of the two is approved by the competent authority. Where any such weightage is to be assigned, the same shall be disclosed in the Tender document.

1.4.2 Earnest Money Deposit (EMD)

The EMD is required to ensure that only the genuine supplier submits their quotations to have the competitive rates. Amount of EMD should ordinarily range between two percent to five percent of the estimated value of the goods to be procured and the same will be as under:

Sl. No.	Particulars	Remarks
(i)	For estimated cost up to Rs.50 Lakh	2% of the estimated cost.
(ii)	For estimated cost more than Rs.50 lakh	Rs.1lakh + 1% of the excess of estimated cost of above Rs.50 lakh

The EMD may be accepted either in the form of Account Payee Demand Draft / Banker's Cheque from any of the scheduled bank in favour of the Institute or in Cash against acknowledgement.

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

- 1.4.2.1 the bidder withdraws his bid;
- 1.4.2.2 the bidder does not accept the Purchase / Work Order;
- 1.4.2.3 the bidder fails to supply goods / services as per the terms of the Tender and Purchase / Work Order.
- 1.4.2.4 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.

The EMD to the successful bidder shall be refunded after the receipt of the goods as per the terms of purchase order or receipt of Performance Security whichever is earlier. The EMD to the unsuccessful bidder should be refunded within 30 days after award of the contract / work order.

EMD is not required to be obtained in case of Registration of vendors with ICSI, Single Tender Enquiry and purchase through Market Survey.

The bidders having valid registration and exemption from submission of EMD from NSIC, MSME, CPO, GeM, INS, Prasar Bharti, DAVP etc. may be exempted from submission of EMD and tender fees on their request.

1.4.3 Performance Guarantee / Security

- 1.4.3.1 To ensure due performance of the contract, Performance Security is to be obtained from every successful bidder who has been awarded the contract. The vendors registered with NSIC, MSME, CPO, GeM etc. are also required to submit requisite Performance Security unless and otherwise specified in respective rules/laws.
- 1.4.3.2 Performance Security should be for an amount of not less than five per cent of the value of the contract. Performance Security may be furnished in the form of an Account payee Demand Draft / Banker's Cheque or Bank Guarantee from a Nationalized bank in an acceptable form safeguarding the Institute's interest in all respects.
- 1.4.3.4 Performance Security should remain valid for a period of at least sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.
- 1.4.3.5 EMD should be refunded to the successful bidder on receipt of Performance Security. If desired by the successful bidder in writing, the bid security may be converted into the Performance security and balance amount shall be deposited to complete the Performance Security.
- 1.4.3.5 The Competent authority on the recommendation of the Head of Dte.of Purchase may waive or reduce the amount of Performance Security in certain cases based on the merit.

- 1.4.3.6 Whenever under the agreement, any sum of money is recoverable from and payable by the selected bidder, the ICSI shall have right to recover such sum by appropriating in part or in whole from the Performance Security. In the event of the Performance Security being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the selector bidder or which at any time thereafter may become due to the selector bidder under this or any other agreement with the selector bidder. If this sum is not sufficient to cover the full amount recoverable, the selected bidder pay the ICSI on demand the remaining amount.
- 1.4.3.7 **Forfeiture of Performance Security** - The above said Performance Security shall be liable to forfeiture wholly or in part at the sole discretion of the ICSI if the Contractor fails to carry out the work or perform or discharge its obligation or observe any of the terms/conditions/clauses of the contract or tender document.
- 1.4.3.8 **Interest on the Performance Security** - No interest would be payable by the Institute/ ICSI to the selector bidder on the security held in deposit.

1.4.4 Criteria and Parameters for Tender Evaluation – The Tender document shall contain the criteria and parameters on which the tender shall be evaluated and qualification / disqualification of the bidders shall be decided.

1.4.5 Technical Specifications –The technical specifications for the goods to be procured should be approved by the Head of the User Department. The following points shall be kept in mind in this regard:-

- 1.4.5.1 The specifications in terms of quality, type and quantity of the goods to be procured must be clearly spelt out keeping in view the specific needs of the Institute.
- 1.4.5.2 Specifications so worked out should meet the basic needs of the Institute without including superfluous and non-essential features, which may result in unwarranted expenditure
- 1.4.5.3 Technical specifications must be generic in nature; meeting the requirements of the Institute and brand or brand specific technical specifications must be avoided. In case there is a specific requirement of the user department/indenting department for particular brand then it must be accompanied with proper justification and approval of competent authority.

1.4.6 Delivery Schedule – The Delivery Schedule should be given in the Tender Document as per the requirements of the User Department.

1.4.7 Payment terms

Generally, the payment shall be made after delivery of the goods or completion of the service or installation and testing of the equipment as the case may be. However, advance or part payment may be considered as described below:-

1.4.7.1 Advance Payment

It may become necessary to make advance payments in following type of cases:-

- 1.4.7.1.1 Advance payment demanded by firms holding maintenance contract for servicing of Lifts, AC plants, DG sets, Air Conditioners, Computers, Servers, any monopolistic item and other equipment etc.
- 1.4.7.1.2 Advance payment demanded by firms against fabrication contract, turn-key contracts etc.
- 1.4.7.1.3 Such advance payments should not exceed the following limits:-
 - 1.4.7.1.3.1 Forty percent of the contract value to private firms.
 - 1.4.7.1.3.2 Fifty percent of the contract value to a State or Central Government agency or a Public Sector Undertaking.
 - 1.4.7.1.3.3 In case of maintenance contract, the amount should not exceed the amount payable for twelve months under the contract or the AMC period as the case may be.
 - 1.4.7.1.3.4 Ten percent (10%) of the contracted amount should be retained in case a defect liability period is specified in the contract.
- 1.4.7.1.4 While making advance payment as above, adequate safeguards in the form of Bank Guarantee etc. should be obtained from the firm.
- 1.4.7.1.5 The competent authority may relax the above ceilings (including percentage laid down for Private Firms) and provision of submission of BG against advance payment on case to case basis on the recommendation and justification by the Head of the indenting / user directorate and Dte. of Purchase.
- 1.4.7.1.6 Up to 10% of the Contract value may be released to the contractor/ supplier as mobilization advance against equivalent amount of Bank Guarantee issued by a Scheduled bank as per approved format of the ICSI. The mobilization advance amount paid shall be recovered from each of running bill on prorata basis.
- 1.4.7.1.7 In case of organizing programmes / seminars, the above will be considered on case to case basis subject to approval of organizing committee/ competent authority / Programme Director.

1.4.7.2 Part Payment to Suppliers / Service Providers

Depending upon the terms of delivery incorporated in the contract, part payment to the supplier may be released after receipt of goods or against running bills in terms of the contract.

1.4.8 Extension of the Contract – The Tender document should contain provision for period of contract (generally for 3 years unless and otherwise stipulated for a shorter period by the user/indenting directorate based on requirement) with an option of extension of the Contract at the discretion of the ICSI on the same terms and conditions or at the mutually agreed terms and conditions as may be deemed fit by the Dte. of Purchase based on the recommendation of user / initiator department.

1.4.9 Liquidated Damaged (LD) Clause

While awarding a contract, an LD clause should be included for levying penalty on the Supplier in case of delay in effecting delivery of goods as under:

- 1.4.9.1 ½per cent of total value of contract, for each day of delay, in case of goods are delivered either in full or partly within 7 days after the due date;
- 1.4.9.2 1 per cent of total value of contract subject to maximum 10%, for each day of delay, in case of goods are delivered either in full or partly beyond 7 days but upto 14 days after the due date;
- 1.4.9.3 Even after two (02) weeks of delay, if the vendor fails to deliver the goods and services, ICSI may reject or accept the goods and services at its sole discretion after imposing applicable penalty and decide accordingly on approval of the competent authority.

Competent Authority may relax or waive the penalty in case the delay is due to reasons beyond the control of the supplier or on other justified grounds.

1.4.10 Validity of the Bid – The Bid should be valid for at least 90 days from the last date for submission of the Bid. Provision for extension of validity should be kept in the concurrence of the Bidder for a further period suitably as per requirement of the Institute.

1.4.11 Intellectual Property Rights/Source Code: In case of IT contracts where ICSI pays for development and implementation of particular software (except OEM owned proprietary software e.g. MS Office, Windows, Oracle, etc.), all data, source code, awards, certificates, patent, etc. developed in relation to the particular contract shall be absolute property of ICSI. The vendor will have to transfer and/or relinquish all Intellectual Property Rights to ICSI in the developed Software. The vendor shall have to relinquish source code of the developed portal to ICSI within fifteen (15) days from the date of acceptance of the system. The source code supplied to ICSI shall at all times be a complete, accurate, and up-to-date copy corresponding exactly to the current production release of the software. Any deviation will be treated as violation of the terms of the contract and will attract non-payment of dues and legal consequences.

1.4.12 Indemnity – A specific clause should be incorporated in the Bid document as well as in the Purchase Order that in case of failure to supply the goods / services of the ordered quantity / specifications / quality in the time schedule and at the agreed rates, the Institute shall have right to purchase the same from the market at the prevalent rate and the difference between the agreed price and purchase price would be recovered from the supplier. Further, if the supplied items are not in accordance with the ordered items then the Institute reserves the right to reject the whole lot or accept, whole or part supply, at less than the agreed / market price. Any loss to the Institute on this account shall be recovered from the supplier.

1.4.13 Termination of the Contract

The ICSI without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving 30 days' notice in writing in case successful bidder fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by successful bidder or by its staff or agent.

Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall continue by the successful bidder during the period of termination notice and the same must be satisfied before this agreement is terminated. The Institute/ ICSI may also put in place any other agency for supply of the remaining items and expenditure incurred on same shall be

recovered from the Successful bidder. The Successful bidder shall not have any claim or compensation by reason of any alterations having been made in the original specification.

1.4.14 Defect Liability Period:

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

1.4.15 Compliance with Statutory Regulations & Work Rules:

Selected bidders shall be responsible for complying with the applicable laws/bye laws/Regulations in force from time to time.

1.4.16 Annual Maintenance Contract (AMC) – In case of the tender for supply of equipment where AMC would be required after the expiry of warranty period then the rates for AMC for three years after the warranty should also be obtained in the Tender.

The Institute should have option to include or exclude the amount quoted for AMC for price comparison. Similarly, Institute should have option to take / not take AMC from the bidder at the quoted rates.

1.4.17 Black-Listing –The Tender document should specify that a bidder would be liable to be black-listed under following circumstances:-

- (i) Giving false, misleading or fake information / document in the bid;
- (ii) Withdrawing the bid after opening of the Financial bids;
- (iii) Refusal to accept Purchase Order at the quoted prices;
- (iv) Failure to supply goods of the ordered quantity / quality / specifications at the agreed rates within the time schedule;
- (v) Adoption of any unethical or illegal practices;
- (vi) Any other justified reason;
- (vii) To execute the work order either in part or full.

Where any bidder / supplier has been black-listed, his EMD / Performance Security shall be forfeited after giving him an opportunity of being heard. The decision of the competent authority shall be the final and binding.

A register of such black-listed suppliers should be maintained by the Purchase Department and they should not be issued with any tender document / invitation to quotations subsequently during the period for which they are black-listed.

1.4.18 Arbitration Clause – The Tender document should contain a clause that any dispute arising out of the contract should be referred to an arbitrator appointed by the Secretary of the Institute

1.4.19 Jurisdiction -The Tender document should contain a clause that all the disputes arising out of the contract should be subject to settlement as per Indian Law and within the jurisdiction of the place where the office of the ICSI, which has awarded the contract, is situated.

1.4.20 Declaration – The tender document should contain declaration to be made by the bidder that :

- 1.4.20.1 It has read and understood the terms and conditions given in the Tender Document;
- 1.4.20.2 It is eligible for award of the contract as per the qualification criteria mentioned in the Tender Document;
- 1.4.20.3 It accepts and agrees to all the terms and conditions of the Tender;
- 1.4.20.4 It shall comply with all the terms and conditions of the Tender;
- 1.4.20.5 All the information / documents provided in his bid are true to the best of his knowledge and belief. If at any stage, the information / documents are found to be false, misleading or incorrect then its Bid / Purchase Order shall be cancelled at its cost and risk and it shall indemnify the Institute for the loss caused due to the cancellation and it shall be liable for penal / legal action including black listing.
- 1.4.20.6 It understands that the Institute reserves the right to cancel the Tender at any stage or to cancel / reject any one or more bid without incurring any liability.

CHAPTER

1.5 TENDERING PROCESS

1.5 TENDERING PROCESS

The process of tendering shall comprise the following stages:-

- 1.5.1 Preparation of Bidding Document
- 1.5.2 Inviting Bids
- 1.5.3 Pre-bid Meeting
- 1.5.4 Receiving of the Tender
- 1.5.5 Opening of Bids
- 1.5.6 Technical Evaluation of Bids
- 1.5.7 Opening of Financial Bids
- 1.5.8 Evaluation of Financial Bids
- 1.5.9 Consideration and Recommendation by the Purchase Committee
- 1.5.10 Approval by the Competent Authority
- 1.5.11 Obtaining Performance Security
- 1.5.12 Issue of Purchase / Work Order (contents of work order)
- 1.5.13 Receipt of goods / availing of services
- 1.5.14 Release of payment
- 1.5.15 Enforcement of warranty / guarantee

Each stage is explained hereunder: -

1.5.1 Preparation of Bidding Document

For the purpose of transparent, competitive and fairness in the procurements and to secure best value for money, the following principles shall be followed while preparing the bid document and inviting bids:-

- 1.5.1.1 The bidding document shall contain all the necessary details regarding description of the goods / services, terms , conditions, stipulations, information, price bid format etc.;
- 1.5.1.2 The text of the bidding document should be self-contained and comprehensive without any ambiguities. All essential information, which a bidder needs for sending responsive bid, should be clearly spelt out in the bidding document in simple language;

- 1.5.1.3 The specifications of the required goods should be clearly stated without any ambiguity so that the prospective bidders can send meaningful bids. In order to attract sufficient number of bidders, the specification should be broad based to the extent feasible. Efforts should also be made to use standard and generic specifications which are widely known to the industry.
- 1.5.1.4 Criteria for determining responsiveness of bids, criteria as well as factors to be taken into account for evaluating the bids on a common platform and the criteria for awarding the contract to the responsive successful bidder should be clearly indicated in the bidding documents.
- 1.5.1.5 Bids received should be evaluated in terms of the conditions already incorporated in the bidding documents; no new condition which was not incorporated in the bidding documents should be brought in for evaluation of the bids. Determination of a bid's responsiveness should be based on the contents of the bid itself without recourse to extrinsic evidence.
- 1.5.1.6 Bidders should not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.
- 1.5.1.7 There may be empanelment of parties for providing goods and services of same kind/type. The parties may be empaneled in the L1 rate or in special cases in some other rates as per their quality and market standing.
- 1.5.1.8 Revised Price Bids can also be called in sealed envelopes from all technically and commercially acceptable bidders, as the case maybe, when there is perceptible downward trend in market condition during process of evaluation subject to financial concurrence and approval of the Competent Authority.
- 1.5.1.9 Cancellation of Tender

The provision should be kept in the Tender document that the Tender may be cancelled under the following circumstances;

- 1.5.1.9.1 Where there specifications of the goods is not standard and generic.
 - 1.5.1.9.2 Where tenders received do not fulfill the required specifications laid down in the Tender Notice even after techno-commercial clarification.
 - 1.5.1.9.3 Where the price quoted appears to be unreasonably high or ring prices seem to have been quoted and there is possibility of getting lower rates.
 - 1.5.1.9.4 Where there is sudden slump in the price of material in question after opening of tenders.
 - 1.5.1.9.5 Requirement ceases to exist.
 - 1.5.1.9.6 Any other reason in the interest of the Institute.
 - 1.5.1.9.7 Reasons for cancellation of tender shall be recorded and approval to be taken from the Competent Authority.
- 1.5.1.10 The bidding document should contain, inter alia;

- 1.5.1.10.1 the criteria for eligibility and qualifications to be met by the bidders such as minimum level of experience, past performance, technical capability, manufacturing facilities and financial position etc.;
 - 1.5.1.10.2 eligibility criteria for goods indicating any legal restrictions or conditions about the origin of goods etc. which may require to be met by the successful bidder;
 - 1.5.1.10.3 the procedure as well as date, time and place for sending the bids;
 - 1.5.1.10.4 date, time and place of opening of the bid;
 - 1.5.1.10.5 terms of delivery;
 - 1.5.1.10.6 Special terms affecting performance, if any.
- 1.5.1.11 There shall be a standard tender document which shall be legally vetted by the Dte. of Law. In case of change in standard clauses, the same should be vetted by the Dte. of Law.

A bid document should be in the format as given in **Annexure –‘5’** which can be used as far as practicable / applicable. *Tentative template of the bid document is placed as Annexure – ‘10’.*

1.5.2 Inviting Bids

The bids shall be invited in the following manner:-

- 1.5.2.1 the bids shall be invited as per the mode specified for the Limited Tender Enquiry and Open Tender Enquiry.
- 1.5.2.2 the time for submission of bids shall be as specified for Limited Tender Enquiry and Open Tender Enquiry.
- 1.5.2.3 bid document shall be priced at Rs. 200/- plus applicable GST and Rs.1000/- plus applicable GST for Limited and open tender respectively and normally price for the bid document should not be more than Rs.1000/-plus applicable GST unless higher prices are approved by the competent authority.

In case of inviting quotation or bid from empanelled / registered vendors of ICSI or OEM or its authorized distributor(s)/dealer(s)/partners the price of bid/quotation document shall not be applicable. If for any reason ICSI cancels the tender process at any stage, the price of the bid collected from the bidder(s) shall be refunded.

- 1.5.2.4 the bidders should be given option to buy bid document physically at the counter or to ask bid document by post / courier or to download the bid document from the website of the Institute by paying the cost of the bid document suitably either online or offline and submit proof of payment with the bid.
- 1.5.2.5 the bidder should be allowed to submit the bids in person or by post / courier. For the purpose of submission of bids in person, the time and place should be clearly specified in the bid document. For the purpose of submission of bids by post / courier, the name, designation and address of the person to whom the bids are to be addressed should be given in the bid document.

- 1.5.2.6 there should be clear and bold declaration in the bid document that late bids shall not be entertained and the Institute shall not be responsible for any transit (postal, courier etc.) delay.
- 1.5.2.7 In case of two bid system, it should be clearly and boldly stated that the technical bid and the financial bid should be sealed by the bidder in separate covers duly super-scribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super-scribed.

1.5.3 Pre-bid Meeting

In case of turn-key contract(s) or contract(s) of special nature for procurement of sophisticated and costly equipment, a suitable provision is to be kept in the bidding documents for a pre-bid meeting for clarifying issues and clearing doubts, if any, about the specifications and other allied technical details of the plant, equipment and machinery projected in the bidding document. The date, time and place of pre-bid meeting should be indicated in the bidding document. This date should be sufficiently ahead of bid opening date.

Pre bid query should be replied to the prospective bidders through Purchase Cell only.

1.5.4 Receiving of the tender

The Bids may be required to be submitted by the bidders by placing them in the Tender Box kept at the designated office of Institute, or sent by Registered Post so as to reach before the date and time for opening of the Bids. Tender Box will always be kept locked. Bids received by ordinary/Regd. Post/personally handed over to Purchase Cell shall be dropped in the tender box till the closing date and time of submission. The R&I Section will maintain separate register for the bids received by them through post /handed over to them personally by bidders. The Receiving Section will put date and time of the receipt on each envelope of the bid and hand over the same to Purchase Cell on day to day basis for dropping in the Tender Box. In no circumstances the envelope containing the Bids will be opened or destroyed by Receiving Section. All late bids on receipt will be handed over to the Purchase Cell on day to day basis for necessary action.

1.5.5 Opening of Bids

- 1.5.5.1 The bids should be opened on the last date for submission of the bid after the time for submission of the bid has expired on the day.

Provided that in case it is not possible to open the bids on the same day, as stated above, the bids shall be opened on the next working day with the reasons recorded by the Head of the Purchase Department.

The bidders shall be allowed to be present at the time of opening of quotations.

- 1.5.5.2 The quotations / bids shall be opened in the presence of at least 3 officers drawn from different Directorates. The officers present shall sign each quotation / bids and all the quotations/bids received should be entered in a Register giving date and time of opening of tender, name & address of the party, brief description of item etc. and the same should be signed by the officers in the Register. After signature all the quotations/bids so received should be handed over to the Purchase Department. While signing, members should take care to initial any amendments / corrections in the quotations.

- 1.5.5.3 In case of two bid system, only the technical bids shall be opened on the day of opening of the bid and the envelopes containing the financial bids duly signed by the officers on the envelopes shall be kept safe and secured by the Dte. of Purchase which shall be opened only after technical evaluation is completed.

1.5.6 Technical Evaluation of Bids – In case of two bids system, the technical evaluation of the bids shall be carried out by the indenting/user directorate or by a Technical Evaluation Committee on approval of the competent authority. The Committee shall evaluate and give its recommendations keeping in view the following parameters:-

- 1.5.6.1 The evaluation shall be done on the parameters specified in the tender document and no additional parameter shall be added in the evaluation process;
- 1.5.6.2 The Committee, with the approval of the competent authority, may obtain opinion of an expert regarding the technical aspects of the evaluation in case it is felt necessary;
- 1.5.6.3 The Committee may call the bidders for making presentation before the Committee provided such provision has been made in the tender document and the criteria for presentation and evaluation thereof has been clearly specified therein;
- 1.5.6.4 The Committee may visit premises of the bidder, the clients of the bidder and call further documents / information to verify the claims made by the bidder in its bid;
Provided that where Technical Committee is not required, the User / Initiator Department on the basis of quality check will do the technical evaluation
- 1.5.6.5 The Committee shall clearly mark the technically qualified and disqualified bidders along with reasons for qualification and disqualification in its recommendations.

1.5.7 Opening of Financial Bids – In case of two bids system, the financial bids shall be opened only in respect of the technically qualified bidders. The financial bids shall be opened in the presence of at least three officers drawn from different Directorates and they will sign on each financial bid. Any correction / over-writing in the financial bid shall be certified by the officers.

The technically qualified bidders shall be intimated at least 1 day in advance about the date, time and place for opening of the financial bids. However, in case if all the bidders are not local then a Notice of two days in advance would be sufficient. Such bidders shall be entitled to be present while opening the financial bids.

1.5.8 Evaluation of Financial Bids – The financial evaluation of the bids shall be made by the Dte. of Purchase by preparing a comparative statement. The following points must be kept in mind while preparing the comparative statement for submission to the Purchase Committee:-

- 1.5.8.1 Comparison shall be made between the similar items in terms of quality, size, durability etc.;
- 1.5.8.2 Components (basic price, taxes, duties, etc.) of the final price shall be the same for each bid so that the final prices are comparable;

- 1.5.8.3 Any special condition by the bidder should be clearly highlighted in the comparative statement;
- 1.5.8.4 All material facts that would enable the Purchase Committee to decide the purchase of right quality and quantity at the right price shall be brought out in the comparative statement of quotations;

The Dte of Purchase shall submit the Comparative Statement along with recommendation of the indenting/user directorate to the Purchase Committee in the Format contain in **Annexure-6**.

1.5.9 Consideration and Recommendation by the Purchase Committee– The Purchase Committee shall weigh all the factors and make its recommendations regarding the suppliers to be selected giving due importance to the quality and price of the items / services. The Purchase Committee shall also keep in view the overall interest of the Institute while recommending any procurement.

1.5.10 Approval of the Competent Authority – The comparative statement of quotations / bids and original quotations / bids along with recommendation of the Purchase Committee should be put up to the competent authority by a note for its approval of the rates and supplier.

In case, the successful bidder who has been recommended and /or awarded contract but withdraw at last moment either before execution of the contract or rescinds the contract mid-way of the contract period, on recommendation of the Purchase Committee and with the approval of the competent authority the contract may be awarded to the bidder who is ranked next to the successful bidder either in terms of the total score or lowest price as the case may be. However, before such recommendation and approval of awarding contract to the next bidder, the written communication of denial or rescinding from the successful vendor / successful bidder has to be obtained in writing.

1.5.11 Obtaining Performance Security/ Guarantee

- 1.5.11.1 To ensure due performance of the contract, Performance Security is to be obtained from the each successful bidder who has been awarded the contract. The vendors registered with MSME, NSIC, CPO, GeM etc. are also required to submit requisite Performance Security.
- 1.5.11.2 Performance Security should be for an amount of not less than five per cent of the value of the contract. Performance Security may be furnished in the form of an Account payee Demand Draft / Banker's Cheque or Bank Guarantee from a Scheduled bank in an acceptable form safeguarding the Institute's interest in all respects.
- 1.5.11.3 Performance Security should remain valid for a period of at least sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.
- 1.5.11.4 Bid security should be refunded to the successful bidder on receipt of Performance Security. If desired by the successful bidder in writing, the bid security may be converted into the Performance Security and balance amount shall be deposited to accomplish the Performance Security.

1.5.11.5 The Competent authority on the recommendation of the Head of Dte. of Purchase may waive or reduce the amount of Performance Security in certain cases based on the merit.

1.5.12 Issue of Purchase / Work Order (contents of Purchase / Work order)

1.5.12.1 Purchase Orders shall be placed strictly in accordance with the approval within the validity period.

1.5.12.2 In order to create a valid contract, reference of Tender document, bid and other relevant documents and correspondences shall be embodied / referred in the Purchase Order.

1.5.12.3 On approval of the award of the contract by the competent authority as per provision of DOFP, the Purchase Order shall be signed “for and on behalf of the Institute” by Head of the Dte. of Purchase.

1.5.12.4 The Purchase Order shall be sent to the successful bidder in duplicate advising to return the duly signed second copy confirming acceptance of offer within seven days from the date of the Purchase Order. However, it should be mentioned that even if the same is not received, the Purchase Order will be treated as a Contract.

1.5.12.5 Copies of Purchase Order shall be sent to the Finance, Stores and user Departments.

1.5.12.6 The Purchase Order shall be in the format as per **Annexure –‘7’** as far as applicable. Special terms and conditions wherever required shall be incorporated in the Purchase Order.

1.5.12.7 Amendment to Purchase Orders can be issued if acceptable to both the parties. All amendments involving financial implication shall have to be approved by the Competent Authority.

1.5.12.8 For additional requirement of the materials which has been procured in the recent past (not older than a year), repeat order may be given, if the goods supplied by the vendor are of good quality and meeting the specific requirement.

1.5.12.9 To have more choice with the Institute of multiple vendors, in terms of quality, prompt delivery and responsiveness, in case of rate contracts, if any existing / registered/empanelled vendor express its interest to supply the rate contracted items as per contracted rate, the orders to supply the contracted items as per contracted rate can be placed to such willing existing / registered / empanelled vendors on approval of the competent authority.

1.5.12.10 If a successful bidder(s) walks off from any contract within the contract period, the contract can be awarded to the next ranked bidder on the recommendation of the concerned Purchase Committee and approval of the competent authority without further resorting to the tender process. The Purchase committee will negotiate the price with the next ranked bidder and puts it justification of price to the competent authority in consultation with the user/indenting Dte.

1.5.12.11 Service Level Agreement (SLA) wherever applicable shall be part of work order and SLA should be signed by HOD of the user department.

1.5.13 Receipt of Goods / Availing of Services

1.5.13.1 Receipt of Goods

- 1.5.13.1.1 The dealing official in the goods receiving department, on receipt of goods, shall:-
- 1.5.13.1.1.1 Check / Inspect the goods to ensure that the goods received are of requisite specifications, quality and quantity as per the terms of the Purchase Order;
 - 1.5.13.1.1.2 Certify the Delivery Note regarding receipt of quantity and condition of the goods received along with date of receipt;
 - 1.5.13.1.1.3 Record the item-wise quantity of goods received in the stock Register;
 - 1.5.13.1.1.4 Prepare Goods Receipt Note in triplicate in a Form given in **Annexure – '8'**.
- 1.5.13.1.2 In cases where it is not possible to do counting/verification immediately, a stamp would be put indicating subject to the verification of quantity of goods on the delivery note. Subsequently, the items can be checked and other activities mentioned in point No. a (i) above may be completed.
- 1.5.13.1.3 If the item is of consumable nature and quantity received is more than the purchase order the item received upto variance of 10% may be accepted with the approval of Director concerned and if the variance is more than 10%, specific approval of competent authority should be obtained.

1.5.13.2 Availing of Services

In case of availing of services, the concerned official in the User Department shall certify and confirm that the services provided by the service provider are satisfactory and as per the terms and conditions of the Work Order.

1.5.14 Release of Payment

On receipt of the Bill supported by Delivery Note from the supplier and Goods Receipt Note from Stores / User Department or certification about satisfactory provision of services, the Purchase Department will check the same with reference to the terms in the contract. After entering the details of bill in the relevant records, they should forward the bill along with Goods Receipt Note and Delivery Note to the Dte. of F&A, for arranging its payment at least ten working days before the due date of payment as per the Contract/ Purchase Order. In case any deduction is to be made on account of short delivery, late delivery etc. the same shall be clearly mentioned in the Note forwarded to the Dte. of Finance & Accounts for release of payment.

The Dte. of Finance & Accounts should scrutinize the bill with reference to the rate quoted in the Work Order/ Contract/ Purchase Order, the quantity ordered as per the purchase order and the quantity certified as having been received as per GRN/ Delivery Note and satisfy that these are in order. On being satisfied the correctness, the bills are to be

processed and make the payment to the supplier at least three working days before the date of payment by transferring the payment through banking channels (RTGS/NEFT). On specific request of the supplier in writing, the Institute may entertain request for early payment of bills from the due date of payment as per Contract/Purchase Order.

1.5.15 Enforcement of warranty / guarantee

A warranty clause should be incorporated in every contract, requiring the supplier to, without charge, repair or rectify defective goods or to replace such goods with similar goods free from defect. Any goods repaired or replaced by the supplier shall be delivered at the buyers premises without costs to the buyer.

CHAPTER

1.6 PRINTING JOBS

1.6.1 Special Procedure, Terms and Conditions for Printing Jobs

1.6.1.1 Selection / empanelment of Printing Presses

The printing jobs are to be outsourced on **turnkey basis** i.e. the printing press have to use their own paper for the printing job.

A panel of Printing Presses will be prepared which are capable of undertaking the work relating to the Institute's activities and have the rates for different categories / types of jobs approved three years.

Provided that the Institute reserves the right to terminate the contract with any one or more of the empanelled Press after one year.

Provided further that Institute may revise the prices of the paper upward or downward after a period of not less than six month prospectively from the date of Purchase Order or from the date of previous revision, as may be applicable.

Provided further that the Secretary of the Institute shall constitute a Committee to examine and recommend upon the revision of the paper prices as and when required and the Committee shall take into consideration the information / documents provided by the Press for revision, market conditions and other relevant factors before submission of its recommendation.

Before finalizing the panel of printers and the rates, the Technical Evaluation Committee consisting of one representative each from Dtes.of Academic / Professional Development, Purchase and F&A should visit the Presses who have been shortlisted for empanelment to assess their capabilities to undertake Institute's job's and submit their recommendations. These recommendations are to be taken into consideration before finalization of the printer.

1.6.1.2 Requisition for Printing

The user departments shall submit '**Print Requisition**' in Form provided at **Annexure – '9'** for printing giving details of items, quantity required to be printed and the date by which the item is required along with a specimen copy (wherever applicable). The requisition should be sent to the Printing Department well in advance to enable them to issue Print Order and get the job executed in time.

1.6.1.3 Placing of Print Orders

On receipt of the Print Requisition, on recommendation of the Dte. of Printing & Publication the Directorate of Purchase is to issue the Print Order on the Press in accordance with the contract.

The Print Order should include the following details:

- (i) Name of printer (to whom job is assigned);
- (ii) Items- required to be printed;
- (iii) Quantity to be printed;
- (iv) Rates;
- (v) Date by which the material has to be supplied;
- (vi) Place where the printed material should be sent;
- (vii) If material is to be supplied in parts, it should be specifically mentioned;
- (viii) Terms of payment;
- (ix) Detailed description of items required to be printed with regard to number of plates, negatives, quality of paper, etc.;
- (x) Penalty clause for non-supply of material on time;
- (xi) Any other information;
- (xii) Percentage of waste to be allowed on paper concerned;

1.6.1.4 Register of Print Orders

The Directorate of Printing & Publication should maintain a Register containing the following details to monitor the progress of Print Orders placed and to pursue the same till the material is supplied and their bills are cleared

- (i) Date of issue of print order;
- (ii) Print order number;
- (iii) Items;
- (iv) Quantity in numbers;
- (v) Quality;
- (vi) Date by which the job is to be completed;
- (vii) Approved quantity of paper to be consumed;
- (viii) Date of completion of job;
- (ix) Items received note number;
- (x) Date and value of bills received.

1.6.2 Applicability of all other provisions of this Purchase Policy

In additions to the special procedures, term and conditions as stated under Point 1 above, all other provisions of this Purchase Policy contained in Chapters 1 to 5 shall be applicable for Printing Jobs and selection / empanelment of the Printing Presses.

CHAPTER

1.7 MISCELLANEOUS

1.7.1 Applicability to Regional offices, Chapters, ICSI-CCGRT, Centers of Excellence and other establishments of the Institute

The provisions contained in this Purchase Policy shall apply to the Regional Offices, Chapters, ICSI-CCGRT, Centers of Excellence and other establishments of the Institute *mutatis – mutandis* except where specific provisions have been made for them. In case, ROs/Chapters requires certain Hardware / Software, on approval of the competent authority subject to availability of budget, ROs/Chapters can avail the service of the vendors empanelled at HQ for those services based on feasibility of providing such service by the respective vendor. In case of travel service (e.g. ticketing agency, car hire etc.), if the empanelled agency at HQ can provide the service at ROs/Chapters, the ROs/Chapters can also avail the service (as per agreed rate at HQ) subject to the approval of the competent authority. If ROs/Chapters willing to avail the service, the payment for such availed service has to be made at ROs/Chapters directly to the vendors.

1.7.2 Applicability to disposal of scrap, obsolete / discarded assets, buy-back offers, outsourcing of services etc.

The provisions contained in this Purchase Policy shall apply to disposal of scrap, obsolete / discarded assets, buy-back offers, outsourcing of services etc. *mutantis – mutandis* in the best interest of the Institute. Obsolete, discarded and unused items can be disposed on the basis of fair market value / depreciated value / checking price through new age online sale portal (e.g. Olx, Qikr etc.). On approval of the competent authority, such obsolete, discarded items can be offered to the Employees of ICSI at fair market value / depreciated value.

1.7.3 Removal of Difficulties, relaxations, interpretations etc.

The President of the Institute is authorised to-

- 1.7.3.1 Remove difficulties in implementation of the Purchase Policy;
- 1.7.3.2 Relax any provision in the interest of the Institute;
- 1.7.3.3 Interpret the provisions keeping in view the interest procurement and interest of the Institute;
- 1.7.3.4 Take all necessary steps and measures for effective and efficient procurements in the interest of the Institute.

1.7.4 Special Power of the Council

The Council shall have special power to decide any matter of procurement which is not covered in the Purchase Policy.

1.8 ANNEXURES – ‘1’ TO ‘10’

ANNEXURE – ‘1’

Delegation of Financial Power

Institute of Company Secretaries of India
Delegation of Financial Powers (DOP-F) at Headquarters
(Passed by the Council in its 245th meeting held on 28th July 2017)

Sl.	Nature of Delegation	(Existing) Competent Authority/Delegate	Changes Recommended by the Finance Committee	Proposed (Final) DOP(F)
1	Bank accounts for HQs a. Opening / Closure of bank accounts b. Change in authorised signatories for operation of bank accounts	Council EC	-	Council EC
2	Budget a. Seeking budgetary requirement from ROs, COs, Directorates, and COEs b. Draft budget for consideration of FC c. Recommendation of draft budget to EC d. Recommendation of draft budget to Council e. Recommendation to EC for modification/revision of budget f. Approval for modification up to 20% in an head of the approved budget g. Recommendation for modification in excess of 20%/revision of budget to Council	JD of F&A HOD of F&A FC EC FC EC EC		JD of F&A HOD of F&A FC EC FC EC EC

	<p>h. Approval of budget/modification in excess of 20% / revision in budget</p> <p>i. Estimate for a programme</p>	<p>Council</p> <p>Committee concerned, if any, otherwise concerned HOD</p>	<p>Committee concerned, if any, otherwise Secretary / CE on the recommendations of concerned HOD</p>	<p>Council</p> <p>Committee concerned. In the absence of any Committee, Secretary / CE on the recommendations of the concerned HOD</p>
3	<p>Auditor (internal auditor and statutory auditor)</p> <p>a. Recommendation for appointment of auditor to FC</p> <p>b. Recommendation for appointment of auditor to EC</p> <p>c. Recommendation for appointment of auditor to Council</p> <p>d. Approval of appointment of auditor</p>	<p>HOD of F&A</p> <p>FC</p> <p>EC</p> <p>Council</p>		<p>HOD of F&A</p> <p>FC</p> <p>EC</p> <p>Council</p>
4	<p>Accounts</p> <p>a. Finalisation of the annual accounts</p> <p>b. Recommendation of annual accounts to FC</p> <p>c. Recommendation of annual accounts to Council</p> <p>d. Approval of annual accounts</p> <p>e. Signing of Accounts</p> <p>f. Publication of the annual accounts in the gazette</p>	<p>HOD of F&A</p> <p>HOD of F&A</p> <p>FC</p> <p>Council</p> <p>President, VP, Members of Council, Secretary, CE and HOD of F&A</p> <p>HOD of F&A</p>	<p>HODs of F&A and Council Affairs</p>	<p>HOD of F&A</p> <p>HOD of F&A</p> <p>FC</p> <p>Council</p> <p>President, VP, Members of Council, Secretary, CE and HOD of F&A</p> <p>HODs of F&A and Council Affairs</p>
5	<p>Prescription of fees related to:-</p> <p>a. Registration of students</p> <p>b. Enrolment/Examination of students</p> <p>c. Any other service to students / Members</p>	<p>Council</p> <p>Council</p> <p>CE and ratified by EC within six</p>	<p>Secretary / CE and ratified by EC within</p>	<p>Council</p> <p>Council</p> <p>Secretary / CE and ratified by EC within six months</p>

	d. Membership of Institute e. Programme	months Council Committee Concerned, if any, otherwise concerned HOD	six months Committee Concerned, if any, otherwise Secretary / CE on recommendations of the concerned HOD	Council Committee concerned. In the absence of any Committee, Secretary / CE on the recommendations of the concerned HOD
6	Pricing for a. Prospectus b. Study material c. Text books d. Guidance notes e. Journals f. Other publications	TEFC TEFC TEFC PDC PDC CE	Secretary / CE	TEFC TEFC TEFC PDC PDC Secretary / CE
7	I. Approval for domestic travels of a. President / Vice President b. Council Members c. Secretary d. CE e. HoD f. Other employees g. Outside experts/Committee members in economy	Self President (travel for the meetings of the Council and Committees of the Council shall be deemed to have approval of the President) President Secretary CE HOD concerned Secretary	- Secretary / CE	Self President (travel for the meetings of the Council and Committees of the Council shall be deemed to have approval of the President) President Secretary Secretary / CE HOD concerned Secretary

	<p>class</p> <p>h. Outside experts/Committee members in business class</p> <p>II. Approval for overseas travels</p> <p>III. Approvals for travels (domestic / overseas) where cost is not borne by Institute</p>	<p>President Council Reporting Officer not less than HoD</p>	<p>Executive Committee</p>	<p>President Executive Committee Reporting Officer not less than HoD</p>
8	<p>Engagement of experts/consultants (other than lawyers and examination related experts)</p> <p>a. Per assignment</p> <p>a. Upto Rs.10,000/-</p> <p>b. More than Rs.10,000/-</p> <p>b. Per year on retainer ship</p> <p>a. Upto Rs.1,00,000/-</p> <p>b. More than Rs.1,00,000/-</p>	<p>HOD of HR CE (through HOD of HR)</p> <p>HOD of HR CE (through HOD of HR)</p>	<p>Concerned HOD Secretary / CE on recommendations of concerned HOD</p> <p>Secretary / CE on recommendations of concerned HOD (for any amount)</p>	<p>Concerned HOD Secretary / CE on recommendations of concerned HOD</p> <p>Secretary / CE on recommendations of concerned HOD (for any amount)</p>
9	<p>Engagement of lawyers</p> <p>a. Per assignment</p> <p>a. Upto Rs.10,000/-</p> <p>b. More than Rs.10,000/-</p> <p>b. Retainership per year</p> <p>a. Above Rs.1,50,000/-</p> <p>b. Rs.1,00,001/- to Rs.1,50,000/-</p> <p>c. Upto Rs.1,00,000/-</p>	<p>HOD of LA CE (through HOD of LA)</p> <p>EC President Secretary</p>	<p>Secretary / CE (through HOD-LA)</p>	<p>HOD of LA Secretary / CE (through HOD-LA)</p> <p>EC President Secretary</p>
10	<p>Engagement of paper Setters, Examiners, etc. per assignment</p> <p>a. Upto Rs.10,000/-</p> <p>b. Above Rs.10,000/-</p>	<p>HoD of Exam CE (through HOD of Exam)</p>	<p>Secretary / CE (through HOD of Exam)</p>	<p>HoD of Exam Secretary / CE (through HOD of Exam)</p>

	Engagement of Examination Centre	HOD of Exam	Exam)	HOD of Exam
11	<p>Approval for purchases (other than immovable property)</p> <p>a. Purchases required specifically for Professional Development programmes, National Convention, PCS Conference, Seminars, Workshops, CG Award Function etc. within the approved estimates (Material, kits, venue, food, travel, etc.)</p> <p>b. Purchases for Rs. in lakh</p> <p>a. Above 1000</p> <p>b. From 50 to 1000</p> <p>c. From 30 to 50</p> <p>d. From 05 to 30</p> <p>e. From 02 to 05</p> <p>f. From 0.2 to 02</p> <p>g. Upto 0.2</p> <p>c. Advertising</p> <p>a. Upto Rs.1,00,000/-</p> <p>b. Rs. 1,00,001/- to Rs. 5,00,000/-</p> <p>c. Above Rs. 5,00,000/-</p>	<p>HOD concerned</p> <p>EC Committee concerned Secretary CE JS (SG) of Purchase Deptt.</p> <p>HOD of Purchase Deptt. Director of concerned Directorate</p> <p>HOD of Dte. of Corp. Comm. CE Secretary</p>	<p>Secretary / CE</p> <p>Secretary / CE</p>	<p>HOD concerned</p> <p>EC Committee concerned</p> <p>Secretary Secretary / CE JS (SG) of Purchase Deptt.</p> <p>HOD of Purchase Deptt.</p> <p>Director of concerned Directorate</p> <p>HOD of Dte. of Corp. Comm.</p> <p>Secretary / CE Secretary</p>

12	Approval for purchase of immovable property (Including new/additional construction, renovation/refurbishing / structural repairing) of HQs, COE, RO and CO a. Recommendation for purchase / construction / renovation / refurbishing / structural repairing b. Approval for purchase / construction / renovation / refurbishing / structural repairing c. Taking premises on rent (i) Upto Rs.50,000/- per month upto 11 months (ii) Others	EC Council CE EC	Secretary / CE	EC Council Secretary / CE EC
13	Approval for purchases for students / members, such as, e-library, insurance	Committee concerned		Committee concerned
14	Approval for purchases for Library books (Rs./per book) a. Upto Rs. 5000/- b. Above Rs. 5000/-	HOD of Academics CE	Secretary / CE	HOD of Academics Secretary / CE
15	Approval / Nomination of employees (Per employee) for trainings, seminar, etc. in India i. Upto Rs.10,000/- ii. Above Rs.10,000/-	HOD of HR CE (through HOD of HR)	Secretary / CE (through HOD of HR)	HOD of HR Secretary / CE (through HOD of HR)
16	Approval for honorarium to outside expert (other than those specified elsewhere)for per session/day i. Upto Rs.5,000/- ii. Above Rs.5,000/-	CE (through HOD of HR) CE	HoD of concerned Directorate	HoD of concerned Directorate

			Secretary / CE on the recommendations of the concerned HOD)	Secretary / CE on the recommendations of the concerned HOD)
17	Approval for donations to PM's National Relief Fund or for any other purpose	Council		Council
18	Recommendation to F&A to release payment (Rs. lakh) for purchases, after approval for purchase a. Above 100 b. From 10 to 100 c. From 01 to 10 d. Upto 01	CE JS (SG) of Directorate which placed the PO HOD of Directorate which placed the PO Director of Directorate which placed the PO	Secretary / CE	Secretary / CE JS (SG) of Directorate which placed the PO HOD of Directorate which placed the PO Director of Directorate which placed the PO
19	Recommendation to F&A to release payment related to employment to an employee a. Above Rs. 2,00,000/- b. From Rs. 1,00,000/- to Rs. 2,00,000/- c. From Rs. 50,000/- to Rs. 1,00,000/- d. Upto Rs. 50,000/-	CE HOD of HR Director of HR JD of HR	Secretary / CE	Secretary / CE HOD of HR Director of HR JD of HR
20	Recommendation to F&A for refunds a. Above Rs. 5,00,000/- b. From Rs. 1,00,001/- to Rs. 5,00,000/- c. From Rs. 10,001/- to Rs. 1,00,000/- d. Upto Rs. 10,000/- e. Refund of security deposits / earnest money	Council EC CE HOD HOD	Secretary / CE	Council EC Secretary / CE HOD HOD

	irrespective of the amount f. Refunds to students / members irrespective of the amount	HOD		HOD
21	Recommendation/Release of payment for statutory dues / committed expenses a. Ground rent, property tax, dues to municipal bodies, etc. b. Income Tax, Service Tax, etc. c. Insurance, water charges, electricity bill, telephone, rent, etc.	JD of concerned Directorate JD of concerned Directorate JD of concerned Directorate	HoD of concerned Directorate HoD of concerned Directorate HoD of concerned Directorate	HoD of concerned Directorate HoD of concerned Directorate HoD of concerned Directorate
22	Recommendation/Release of payment for abnormal statutory dues, penalties & fines a. Above Rs. 50,000/- b. From Rs. 10,001/- - Rs. 50,000/- c. Upto Rs. 10,000/-	President Secretary CE	Concerned HoD	President Secretary Concerned HoD
23	Release of payment by F&A to outsiders on the recommendation of competent authority a. Above Rs. 5,00,00,000/- b. From Rs. 1,00,00,000/- to Rs. 5,00,00,000/- c. From Rs. 20,00,000 to Rs. 1,00,00,000/- d. From Rs. 1,00,000 to Rs. 20,00,000/- e. Upto Rs. 1,00,000 /-	Secretary CE JS (SG) of F&A HOD of F&A JD of F&A	Secretary / CE	Secretary Secretary / CE JS (SG) of F&A HOD of F&A JD of F&A
24	Settlement/reimbursement of claims by F&A to employees, on the recommendation of other Directorates or otherwise a. Above Rs. 50,000/- b. Upto Rs. 50,000/-	HOD of F&A DD of F&A		HOD of F&A DD of F&A
25	Approval for write off old debts and unserviceable assets, debts, dues etc.			

31	Expenditure / payment for conducting of Examn. / Result Processing – i. Daily Wages ii. Conveyance for delivery of examn. material and delivery / pick-up of answer sheets locally iii. Payment to General Observers iv. Conveyance / refreshment to daily wage earners for late sitting v. Emergency purchases – ropes, fevicol etc.	HoD of Directorate of Examn.		HoD of Directorate of Examn.
32	Imprest to Directorates	JD - F & A	HoD of F&A on the recommendation of the concerned HoD	HoD of F&A on the recommendation of the concerned HoD
33	Advance (on recommendation of concerned HoD) a. Upto Rs. 50,000/- b. Above Rs. 50,000/-	HoD (F&A) CE	Secretary / CE	HoD (F&A) Secretary / CE
34	Hiring of Vehicles for official purposes - for Council / Council Committees / other Boards, Groups, Committees' meetings (on recommendation of JD of the concerned Directorate) NOTE : In case of exigency, HoD concerned may hire vehicle.	AD (Admn.)		AD (Admn.)
35	Hospitality (Food / refreshment) for official invitees / guests (e.g. examiners, paper setters, consultants, auditors, advocates, reviewers, outside experts etc.)	Concerned HoD		Concerned HoD
36	Miscellaneous Expenses / Contingencies (per month)	Concerned HoD within monthly limit approved by CE for	a. Concerned HoD	a. Concerned HOD

	a. Upto Rs. 2,000 b. Above Rs. 2,000	respective Department.	b. Secretary / CE	b. Secretary / CE
37	Any other, not covered by the above a. Above Rs.1,00,000/- b. Upto Rs.1,00,000/-	EC Secretary		EC Secretary

Note: HOD – Means an Officer of not less than the rank of JD who is heading the Directorate

- a. Proper justification should be made out in a self-contained Note while approving / recommending any proposal highlighting the need for expenditure and its reasonableness.
- b. The due procedure, wherever required, under the Purchase Policy must be followed before approval by the competent authority.
- c. The purchases must be made within the approved budget.

Abbreviations Used :-

EC – Executive Committee, CE – Chief Executive, JS(SG) – Joint Secretary (Senior Grade), JD – Joint Director, HoD – Head of Department, PRCC – Public Relations and Corporate Communication

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DELEGATION OF FINANCIAL POWERS - REGIONAL COUNCILS, A+ & A GRADE CHAPTERS OF THE ICSI

Sl.	Nature of Delegation	Competent Authority/Delegate
1	Bank Accounts: a. Opening / Closure of bank accounts b. Change in authorised signatories for operation of bank accounts	Regional Council / Managing Committee Regional Council / Managing Committee
2	Budget: a. Draft budget for consideration of FC b. Recommendation of draft budget to RC c. Recommendation to Council for Modification/Revision of budget d. Approval of budget/modification in excess of 20% / revision in budget e. Approval of Estimate Budget for a programme	EO / OFFICE IN-CHARGE FC FC Regional Council / Managing Committee Committee Concerned, if any. Otherwise Chairman
3	Auditor (internal auditor and statutory auditor): a. Recommendation for appointment of auditor to FC b. Recommendation for appointment of auditor to Regional Council / Managing Committee c. Approval of appointment of internal auditor / recommendation for the appointment of statutory auditors d. Approval for appointment of Statutory Auditors	EO / OFFICE IN-CHARGE FC Regional Council / Managing Committee AGM of the Regional Council / Managing Committee
4	Accounts: a. Preparation of the annual accounts b. Recommendation of annual accounts to FC c. Recommendation of annual accounts to Regional Council / Managing Committee d. Approval of annual accounts e. Signing of Accounts	EO / OFFICE IN-CHARGE / RD EO / OFFICE IN-CHARGE / RD FC Regional Council / Managing Committee Chairman, Vice-Chairman, Regional Council / Managing Committee Members & EO /

	f. Publication of the annual accounts	OFFICE IN-CHARGE EO / OFFICE IN-CHARGE / RD
5	Fee for : a. Oral Tuition – Fee b. Programs relating to Students: - SIP, EDP, PDP & MSOP c. Library Annual Fee, Security Deposit & Fine etc., d. Purchase of Library Books e. Programmes relating to Members: -	Committee Concerned, if any. Otherwise Regional Council / Managing Committee -do- Library Committee / otherwise Chairman -do- PDPCC, otherwise Chairman
6	Fixing prices of Publications of Regional Council	Research & Publication Committee; otherwise Regional Council
7	Approval for travels: a. Chairman b. Regional Council / Managing Committee Members c. Executive Officer d. Other employees e. Overseas travel of Chairman and Regional Council Member] f. Overseas travel of HOD] g. Overseas travel of other employees] h. Outside experts/Committee members in IIAC/I AC/ economy class i. Outside experts/Committee members in business class	Self as per guidelines of HQ Chairman as per Guidelines of HQ Chairman EO / OFFICE IN-CHARGE /RD Recommendation of Regional Council / Managing Committee and approval by the Central Council. Chairman Regional Council / Managing Committee
8	Engagement of experts/consultants (other than lawyers): a. Per assignment ≤ 5,000 > 5,000 ≤25,000 >25,000 b. Per year	EO / OFFICE IN-CHARGE / RD Chairman Regional Council / Managing Committee Regional Council / Managing Committee

9	<p>Engagement of lawyers:</p> <p>a. Per assignment $\leq 5,000$ $> 5,000 \leq 25,000$ $> 25,000$</p> <p>b. Retainership per year</p>	<p>EO / OFFICE IN-CHARGE /RD Chairman Regional Council / Managing Committee</p> <p>Regional Council / Managing Committee (All litigation matters to be referred to HQ)</p>
10	<p>Approval for purchases (other than immovable property) within the approved budget</p> <p>a. Purchases required specifically for a programme (material, kits, venue, food, travel, etc.)</p> <p>b. Purchases for (Rs.) after the due procedure</p> <p>i. $\leq 50,000$ ii. $> 50,000 \leq 1,00,000$ iii. $> 1,00,000$</p>	<p>Committee / otherwise Chairman</p> <p>EO / OFFICE IN-CHARGE /RD Chairman Regional Council / Managing Committee</p>
11	<p>Approval for purchase of immovable property (Including new/additional construction, renovation/refurbishing / structural repairing) of RO's, after the due procedure and within the approved budget.</p> <p>a. Recommendation for Purchase b. Approval for purchase c. Maintenance d. Taking premises on Rent</p>	<p>Regional Council / Managing Committee Central Council EO / OFFICE IN-CHARGE /RD Regional Council / Managing Committee with the approval of HQ</p>
12	<p>Honorarium to outside expert (other than those specified elsewhere) for per session/day</p> <p>a. $\leq 5,000$ b. $> 5,000$</p>	<p>EO / OFFICE IN-CHARGE /RD Chairman</p>
13	<p>Donations to CSBF /PM's National Relief Fund</p>	<p>Regional Council / Managing Committee</p>

14	Recommendation to Accounts Cell to release payment (Rs.) for purchases, after approval for purchase a. $\leq 50,000$ b. $> 50,000$	EO / OFFICE IN-CHARGE /RD Chairman
15	Recommendation to Accounts Cell for refunds (Rs.) of Fee & Security Deposit a. $\leq 50,000$ b. $> 50,000$	EO / OFFICE IN-CHARGE /RD Chairman
16	Recommendation / Release of payment for normal statutory dues / Committed expenses: a. Ground rent, Property tax, dues to Municipal bodies, etc. b. Income Tax, Service Tax etc. c. Insurance, Water charges, Electricity bill, Telephone, Rent etc.,	EO / OFFICE IN-CHARGE /RD EO / OFFICE IN-CHARGE /RD EO / OFFICE IN-CHARGE /RD
17	Recommendation / Release of payment (Rs.) for abnormal statutory dues, penalties & fines a. $< 10,000$ b. $\geq 10,000 < 25,000$ c. $\geq 25,000$	EO / OFFICE IN-CHARGE /RD Chairman Regional Council / Managing Committee
18	Release of payment (Rs.) by Accounts Cell to outsiders on the recommendation of competent authority a. $50,000$ b. $\leq 50,000$	Chairman EO / OFFICE IN-CHARGE /RD
19	Approval for write off old debts and unserviceable assets, debts, dues etc. (Rs.)	Regional Council / Managing Committee
20	Settlement of disputed claims (Rs.)	Regional Council / Managing Committee
21	Investments of surplus funds (Rs.) a. $\leq 10,00,000$ b. $> 10,00,000$	EO / OFFICE IN-CHARGE /RD Chairman

22	Recommendation & approval to Accounts Cell to release Payments to HQrs / Chapters Release of payment by Accounts Cell to HQrs. / Chapters on the basis of Recommendation	EO / OFFICE IN-CHARGE /RD AD
23	Advance Payment (Other than employees and for programmes) a. <25,000 b. ≥ 25,000 <50,000 c. ≥50,000	EO / OFFICE IN-CHARGE ?RD Chairman Regional Council / Managing Committee
24	Advance Payment for programmes a. < 25,000 b. ≥25,000 <1,00,000 c. ≥1,00,000<2,00,000 d. 2,00,000 or above	EO / OFFICE IN-CHARGE /RD Chairman Concerned Committee Regional Council / Managing Committee
25	Borrowing / Overdrafts	With prior approval Central Council on the recommendation of the Regional Council
26	Any other, not covered by the above	Chairman upto the financial implication of Rs. 50,000 and beyond that Regional Council / Managing Committee

Note:

- a. The powers and functions delegated to an officer / authority under this order can be exercised by any officer / authority of the same / higher in grade, rank or position to it.
- b. The due procedure, wherever required, under the Purchase Manual must be followed before approval by the competent authority.
- c. The purchases must be made within the approved budget.

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DELEGATION OF FINANCIAL POWERS – B, C & D GRADE CHAPTERS OF THE ICSI

Sl	Nature of Delegation	Competent Authority/Delegate
1	Bank Accounts: a. Opening / Closure of bank accounts b. Change in authorised signatories for operation of bank accounts	Managing Committee Managing Committee
2	Budget: a. Draft budget for consideration of FC b. Recommendation of draft budget to Managing Committee c. Recommendation to Managing Committee for Modification/Revision of budget d. Approval of budget/modification in excess of 20% / revision in budget e. Approval of Estimate Budget for a programme-	EO / OFFICE IN-CHARGE FC FC Managing Committee Committee Concerned, if any. Otherwise Chairman
3	Auditor (internal auditor and statutory auditor): a. Recommendation for appointment of auditor to FC b. Recommendation for appointment of auditor to Managing Committee c. Approval of appointment of internal auditor / recommendation for the appointment of statutory auditors d. Approval for appointment of Statutory Auditors	EO / OFFICE IN-CHARGE FC Managing Committee AGM of the Chapter Concerned
4	Accounts: a. Preparation of the annual accounts b. Recommendation of annual accounts to FC c. Recommendation of annual accounts to Managing Committee d. Approval of annual accounts e. Signing of Accounts f. Publication of the annual accounts	EO / OFFICE IN-CHARGE EO / OFFICE IN-CHARGE FC Managing Committee Chairman, Vice-Chairman, Secretary, Treasurer, Managing Committee Members & EO / OFFICE IN-CHARGE EO / OFFICE IN-CHARGE/Chairman

5	<p>Fee for :</p> <ul style="list-style-type: none"> a. Oral Tuition – Fee b. Programs relating to Students: - SIP, EDP, PDP & MSOP c. Library Annual Fee, Security Deposit & Fine etc., d. Purchase of Library Books e. Programmes relating to Members: - 	<p>Committee Concerned Otherwise Managing Committee.</p> <p>-do-</p> <p>-do-</p> <p>-do-</p> <p>PDPCC , otherwise CHAIRMAN</p>
6	<p>Fixing prices of Publications of Chapters:</p>	<p>Research & Publication Committee; otherwise Managing Committee</p>
7	<p>Approval for travels:</p> <ul style="list-style-type: none"> a. Chairman b. Managing Committee Members c. Executive Officer d. Other employees e. Overseas travel of Chairman and Managing Committee Member] f. Overseas travel of HOD] g. Overseas travel of other employees] h. Outside experts/Committee members in IIAC/IAC/ economy class i. Outside experts/Committee members in business class 	<p>Self as per guidelines of HQ</p> <p>Chairman as per Guidelines of HQ</p> <p>Chairman</p> <p>EO / OFFICE IN-CHARGE</p> <p>Recommendation of Managing Committee of the chapters and approval by the Regional Council and HQ</p> <p>Chairman</p> <p>Managing Committee</p>
8	<p>Engagement of experts/consultants (other than lawyers):</p> <ul style="list-style-type: none"> a. Per assignment <ul style="list-style-type: none"> ≤ 2,500 > 2,500 ≤10,000 > 10,000 b. Per year 	<p>EO / OFFICE IN-CHARGE</p> <p>Chairman</p> <p>Managing Committee</p> <p>Managing Committee</p>

9	<p>Engagement of lawyers:</p> <p>a. Per assignment $\leq 2,500$ $> 2,500 \leq 10,000$ $> 10,000$</p> <p>b. Retainership per year</p>	<p>EO / OFFICE IN-CHARGE Chairman Managing Committee</p> <p>Managing Committee (All litigation matters to be referred to HQ through Regional Council)</p>
10	<p>Approval for purchases (other than immovable property) within the approved budget</p> <p>a. Purchases required specifically for a programme (material, kits, venue, food, travel, etc.)</p> <p>b. Purchases for (Rs.) after the due purchase procedure</p> <p>i. $\leq 10,000$ ii. $>10,000 \leq 25,000$ iii. $>25,000$</p>	<p>Concerned Committee / otherwise Chairman</p> <p>EO / OFFICE IN-CHARGE Chairman Managing Committee</p>
11	<p>Approval for purchase of immovable property (Including new/additional construction, renovation/refurbishing / structural repairing) of RO's, after the due procedure and within the approved budget.</p> <p>a. Recommendation to Regional Council for Purchase b. Approval for purchase</p> <p>c. Maintenance d. Taking premises on Rent</p>	<p>Managing Committee Central Council on the recommendation of Regional Council and Managing Committee EO / OFFICE IN-CHARGE Managing Committee with the approval of approval of HQ</p>
12	<p>Honorarium to outside expert (other than those specified elsewhere) for per session/day</p> <p>a. $\leq 1,000$ b. $> 1,000$</p>	<p>EO / OFFICE IN-CHARGE Chairman</p>

13	Donations to CSBF	Managing Committee
14	Recommendation to Accounts Cell to release payment (Rs.) for purchases, after approval for purchase a. $\leq 25,000$ b. $> 25,000$	EO / OFFICE IN-CHARGE Chairman
15	Approval / Recommendation to Accounts Cell for refunds (Rs.) of Fee & Security Deposit a. $\leq 10,000$ b. $> 10,000$	EO / OFFICE IN-CHARGE Chairman
16	Recommendation / Release of payment for normal statutory dues / Committed expenses: a. Ground rent, Property tax, dues to Municipal bodies, etc. b. Income Tax, Service Tax etc. c. Insurance, Water charges, Electricity bill, Telephone, Rent etc.,	EO / OFFICE IN-CHARGE EO / OFFICE IN-CHARGE EO / OFFICE IN-CHARGE
17	Recommendation / Release of payment (Rs.) for abnormal statutory dues, penalties & fines d. $< 1,000$ e. $\geq 1,000 < 5,000$ f. $\geq 5,000$	EO / OFFICE IN-CHARGE Chairman Managing Committee
18	Release of payment (Rs.) by Accounts Cell to outsiders on the recommendation of competent authority a. $> 25,000$ b. $\leq 25,000$	Chairman EO / OFFICE IN-CHARGE
19	Approval for write off old debts and unserviceable assets, debts, dues etc. (Rs.)	Managing Committee
20	Settlement of disputed claims (Rs.)	Managing Committee
21	Investments of surplus funds (Rs.) a. $\leq 1,00,000$	EO / OFFICE IN-CHARGE

	b. >1,00,000	Chairman
22	Recommendation & approval to Accounts Cell to release Payments to HQrs / Regional Council / other Chapters Release of payment by Accounts Cell to HQrs. / Regional Council / Chapters on the basis of Recommendation	EO / OFFICE IN-CHARGE EO / OFFICE IN-CHARGE
23	Advance Payment (Other than employees & for programs) a. < 5,000 b. > 5,000 <25,000 c. >25,000	EO / OFFICE IN-CHARGE Chairman Managing Committee
24	Advance Payment for programs) a. <10,000 b. ≥10,000 <25,000 c. ≥25,000<50,000 d. >50,000 and above	EO / OFFICE IN-CHARGE Chairman Concerned Committee Managing Committee
25	Borrowing / Overdrafts	With prior approval Central Council on the recommendation of the Managing Committee and Regional Council
26	Any other, not covered by the above	Chairman upto the financial implication of Rs. 25,000 and beyond that Managing Committee

Note:

- a. The powers and functions delegated to an officer / authority under this order can be exercised by any officer / authority of the same / higher in grade, rank or position to it.
- b. The due procedure, wherever required, under the Purchase Manual must be followed before approval by the competent authority.
- c. The purchases must be made within the approved budget.

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THE INSTITUTE OF COMPANY SECRETARIES OF INDIA

PURCHASE REQUISITION FORM

Sl. No.

Date

From

To

1. Please arrange to supply us the following items as per particulars given below:-

S.No.	Detailed Specifications	Stock in Hand as on date	Date by which the quantity is required	Likely consumption during the intervening period	Quantity required

2. Justification for the quantity requisitioned _____

3. Name of the Budgetary Head to which the amount is to be booked -----

Budget provision as per the approved budget -----

Less :

Amount utilized (prior to instant proposal) -----

Balance Available -----

Expenditure as per the instant proposal -----

NET BALANCE AVAIALBLE -----

4. Competent authority as per DOFP for approval of the aforesaid procurement -----

5. Approval of the competent authority attached or approval is obtained on the Purchase Requisition.

Signature of the Competent Authority

Signature of the Departmental Head

REGISTRATION OF VENDORS

1. A standard procedure will be followed to register capable and reputed vendors / manufacturers of common user items and various service providers generally engaged by the Institute. The procedure to be followed is as given below:-
 - a. Categorize all the common user items in broad groups based on their commonality and nature.
 - b. Ascertain the approximate quarterly/yearly consumption of these based on past consumption patterns.
 - c. Invite request for Registration through advertisement at least once in a six months and the advertisement should be placed on the website of the Institute also suitably.
 - d. The advertisement should contain the details about description of the items, estimated quantum and other relevant details to attract reputed and capable vendors / manufacturers. A draft advertisement and form for application is placed at **Annexure – B-1**.
 - e. Efforts should be made to forward advertisement through e-mail to as many firms as possible to target maximum number of firms to ensure better competition and services.
 - f. All required conditions which a firm must fulfill before it is considered for registration must be spelled out clearly.
 - g. A minimum of 21 days' time should be given to the bidders to respond from the date of publication of advertisement.

2. The Dte. of Purchase shall examine and verify the requisitions received for Registration and submit to the Purchase Committee with details of:-
 - (a) All the applications received;
 - (b) Applications rejected with reasons;
 - (c) Applications recommended for registration.

The recommendations of Purchase Committee shall be placed before the competent authority for approval.

3. Vendors will be registered for a fixed period between 1 to 3 years depending on the nature of the goods.
4. At the end of this period, the registered vendors willing to continue with the registration are to apply afresh for renewal of registration.
6. New vendor (s) may also be considered for Registration at any time, provided they fulfill all the requisite conditions.

7. This panel of registered suppliers will be tapped for all types of purchases except when going in for open tender or single tender process due to the nature of items.

The registered vendors will be exempted from submission of tender fees / quotation fees for all tenders / RFQs which they submit during the validity period of their registration. However, as per terms of the tender / RFQ, the registered vendors also will be required to submit the requisite EMD / performance security.

(DRAFT ADVERTISEMENT FOR REGISTRATION)

Registration of Vendors for Supply of ----- items

The Institute of Company Secretaries of India herein after referred as “Institute” is a statutory body constituted under an Act of Parliament, i.e. the Company Secretaries Act, 1980. It is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India having its Headquarters at “ICSI House”, 22 Institutional Area Lodi Road, New Delhi-110 003 and ‘**ICSI House**’, **C-36, NOIDA, Sector 62, NOIDA 201309**. The Institute has its headquarters at New Delhi, Regional Offices at Kolkata, Delhi, Chennai & Mumbai, Centre for Corporate Governance, Research & Training Centre at Navi Mumbai, COE at Hyderabad and 77 Chapters pan India.

The Institute invites expression of interest from the interested parties for Registration for supply of various ----- items to the Institute. The last date of receipt of application is on or before _____.

The interested vendors / manufacturers may submit the application in the format enclosed to this Notice in a sealed envelope super scribing “**Registration for Supply of ----- Items**” addressed to:-

**The Secretary The Institute of Company Secretaries of India
‘ICSI House’, C36, NOIDA
Sector 62, NOIDA 201309**

The above may be submitted / dropped in a sealed cover in the tender box kept at _____ or the same may be sent by post at the above address.

The Institute shall not be liable for any transit delays what so ever in receipt of the applications and the applications received after the stipulated date and time shall not be entertained. Incomplete application received shall be summarily rejected.

The Institute reserves the right to accept or reject any or all applications without assigning any reason at its sole discretion.

(Head of Purchase Cell)

APPLICATION FOR REGISTRATION OF VENDORS

1 Description of Items for which Registration is requested

Sr. No.	Items
1	
2.	

2 Interested parties / agencies should apply for Registration with the Institute by furnishing following details:

- a. Name of the party
- b. Address (Please enclosed a copy of the address proof)
- c. Contact Numbers (M) _____ / e-mail ID _____
- d. PAN Number
- e. GSTNo.
- f. Other Registrations (NCCF / GeM etc.)
- g. Area of interest for rendering/supplying various items
- h. Details of existing clients
- i. Date of Establishments / incorporation
- j. Copy of audited annual accounts / ITR, if available
- k. Whether trader or manufacturer
- l. An undertaking that the firm has never been blacklisted by any of the client(s) on any of the reasons whatsoever
- m. Any other information, the party/agency desires to share with the Institute

3 The agency / vendor can submit application for registration for supply of single or more items in one application;

4 The short listed/successful parties / agencies will be communicated regarding registration with the Institute;

5 The applicant shall have to deposit a non-refundable fee of Rs. 3000/- by way of DD in favour of 'The Institute of Company Secretaries of India' payable at New Delhi with the application;

6 For any clarification, the vendors may contact Mr. _____, Assistant Director , ICSI (Phone No.: 011 – _____);

7 The registered vendor may be required to deliver goods at Institute's offices at Lodi Road & NOIDA (Sector 62);

8 Institute reserves the right to reject or accept the application for registration without assigning any reason;

9. Mere registration shall not entitle vendor to receive order for supply. Registration is only for the purpose of sending Tender enquiry;

PROCUREMENT OF PROPRIETARY / MONOPOLY ITEMS

This is to certify that the following items are required to be purchased from M/s. _____

- (i) Items to be procured - _____
- (ii) Quantity to be procured – _____
- (iii) Estimated Cost of the procurement – _____
- (iv) Details of previous procurements, if any (quantity, date of procurement and the price) – _____
- (v) No other make or model is acceptable for the following reasons:

- (vi) Approval of the competent authority vide _____

The budget is available for the aforesaid procurement and the rates are justified.

Signature of the Head of the Purchase / User Department

DATE : _____

FORMAT OF BID DOCUMENT

CONTENTS OF THE TENDER DOCUMENT

1. General Instructions to the bidders

- (i) Brief Introduction of ICSI
- (ii) Details / Description of goods / services
- (iii) Single / Two Bid
- (iv) Availability of Bid Document
- (v) Cost of Bid Document
- (vi) Date, Time & Place for submission of Bid including Mode of submission
- (vii) Earnest Money Deposit (EMD) – Amount, Mode and Refund of EMD
- (viii) Security deposit & forfeiture
- (ix) Validity of Tender
- (x) Signing and Sealing of Tender
- (xi) Late Tender
- (xii) Alternation and Withdrawal of Tender
- (xiii) Opening of Tender
- (xiv) Contact details of the Tender
- (xv) Dispatch & transit insurance
- (xvi) Quality assurance

2. Special Conditions of the Tender

- (i) Eligibility / Qualification for the Bidder
 - (ii) Technical / Financial / other criteria for scrutiny and evaluation of the bids
 - (iii) Right to accept / reject all or any of the Bid / Tender
 - (iv) Performance Guarantee
 - (v) Issue of Purchase / Work Order
 - (vi) Extension of Contract
 - (vii) LD Clause
 - (viii) Indemnity Clause
 - (ix) Black-Listing Clause
 - (x) Compliance of statutory rules & laws
 - (xi) Resolution of Disputes i.e. Arbitration Clause
 - (xii) Jurisdiction
 - (xiii) Force Majeure Clause
- 3. Schedule of requirements and terms of delivery
 - 4. Technical and Quality specifications
 - 5. Price Schedule
 - 6. AMC Clause and Rates
 - 7. Warranty / Guarantee
 - 8. Penalty
 - 9. Termination of Agreement
 - 10. Payment Terms
 - 11. Contract form
 - 12. Other standard forms, if any
 - 13. Declaration by the Bidder

NOTE : The contents under each Clause may be included as given in the Purchase Policy at appropriate place.

Comparative Statement of the Financial Bid

1. **Details of the Tendered Items** (Name, Qty. Estimated Cost, Place of Requirement etc)

2. **Details of the Requisition & Tender**

- User / Initiator Dte
- Date of Receipt of Purchase Requisition from the User / Initiator Dte.....
- Tender No. & Date
- Last date for submission of Tender.....

3. **Details of Technical Evaluation –**

- Date of constitute of the Technical Evaluation Committee
- Date of submission of Report by the Technical Evaluation Committee
- **Recommendation of the Technical Evaluation Committee (Report may be attached)**

A. Qualified Bidders-

SI No.	Name of the Technically Qualified Bidders	Marks, if applicable
1		
2		
3		

B. Disqualified Bidder -

SI No.	Name of the Technically Disqualified Bidders	Reasons for Disqualification
1		
2		

4. **Comparative Financial Statement of the Qualified Bidders**

SI. No.	Name of the Bidder	Price Quoted (Rs.)	Ranking	Last Purchase Price	Remarks
1					
2					

5. **Recommendations of the User / Initiator Dte, –**

6. **Special consideration for the Purchase Committee to be considered before submission of its recommendation –**

7. **This is to confirm that the all the comparative statement has been prepared as per the terms & conditions of the Tender, Report of the Technical Evaluation Committee and all the material facts have been included in this Statement which may affect the decision of the Purchase Committee.**

Dealing Officer

Head of the Dte of Purchase

FORMAT OF PURCHASE / WORK ORDER

S.No.	Particulars
1	Name of the Party
2	Subject
3	Reference of tender / enquiry and correspondence exchanged
4	Scope of supply / work of the party
5	Scope of supply / work /approval of sample by the ICSI
6	Contract price with break-up of price as annexure
7	Taxes
8	Delivery / completion period
9	Place of delivery
10	Payment terms
11	Security Deposit / Performance Guarantee
12	Warranty / Defect Liability Period
13	Penalty / Bonus
14	Breakdown Response
15	AMC charges after defect liability period
16	Indemnity Clause
17	Statutory compliance
18	Force majeure
19	Arbitration
20	Jurisdiction

NOTE : Purchase Order shall have five copies for distribution to (i) the Supplier (ii) Dte. of Finance & Accounts (iii) Receiving / User Department (iv) Purchase Department and (v) Master Copy

ANNEXURE – '8'

GOODS RECEIVED NOTE

S.No.

Date

The following materials have been received from (name of the vendor) against their Challan / Bill No. datedand our Purchase Order No.

S.No.	Description of the Goods	Quantity as Per Purchase Order	Net Quantity Received	Short / Excess received	Whether Goods are in good condition (YES / NO)	Remarks

We hereby certify that the above items have been taken into our stock and have been entered on Page No. of the Stock ledger. A sample copy is sent herewith for verification / information please.

Section Officer

Dealing Assistant

Copy to :

1. Dte. of Purchase
2. Dte. of Finance & Accounts
3. Indenting Department

PRINT REQUISITION

Date

Please arrange to print and deliver the following material:

SI No.	Item Details	Qty.	Date by which it is required	Stock in Hand	Remarks

This is to certify that:

1. the quantity available in the stock has been verified and this Requisition is placed after taking into account the available stock;
2. the above requisitioned quantity is justified keeping in view the requirements;
3. the above items are required for

..... (give justification)

Dealing Officer

Departmental Head

ANNEXURE – ‘10’

Tender Template
(can be suitably modified as per requirement of the contract type, local condition etc.)



**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)

Address: <<<‘ICSI HOUSE’, C-36, SECTOR-62, NOIDA -201309>>>

Tender No:

Date: -----

Sub: <<< Tender Name >>>

Tender Fee	Rs. -----/(Rs. ----- + 18%GST) (Rupees ---- ----- only)
Earnest Money Deposit (EMD)	Rs. -----/- (Rupees -----only)
Tender Publish Date	-----, 2019
Last Date and Time for Submission of Bids	-----, 2019 by ----- PM
Address for submission of Bids	The Institute of Company Secretaries of India ICSI House, C-36, (5th Floor: tender box) Sector-62, Noida – 201309
Venue, Date and time of opening of Technical Bids.	Address as above. Date: -----, 2019 at ----- PM
Bid Validity	90 days after the date of opening of Technical Bids
Contact details (Name & contact details)	_____, _____



**THE INSTITUTE OF
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IN PURSUIT OF PROFESSIONAL EXCELLENCE

Statutory body under an Act of Parliament

(Under the jurisdiction of Ministry of Corporate Affairs)

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

Tender No:

Date: -----

Sub: <<< Tender Name >>>

About ICSI:

The Institute of Company Secretaries of India (ICSI) is a statutory body constituted under an Act of Parliament i.e. the Company Secretaries Act, 1980 (herein after referred as ICSI / Institute). ICSI is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India and having its head office at 22, Institutional Area, Lodi Road, New Delhi. The Institute has another office at C 36, Sector – 62, Noida. ICSI is the only recognized professional body in India to develop and regulate the profession of Company Secretaries in India.

Sealed tenders are invited for _____ as per the details given in the Part 'A', 'B' & 'C' of the Tender Document. The terms and conditions governing the instant Tender are as under:

PART 'A'

I: Instruction to Bidders

1. The tender document may be obtained during working hours from -----, 2019 to -----, 2019 (till ----- PM) on all ICSI-HQ working days on payment of Rs. -----/- (----- + 18% GST) from the Reception Counter of the Institute on cash payment or by submitting a demand draft in favour of "The Institute of Company Secretaries of India", payable at New Delhi. The tender document can also be downloaded from the website of the Institute (www.icsi.edu) for which bidders would be required to enclose a demand draft of Rs. -----/- (----- + 18% GST) towards the cost of the tender document

along with their quotes, failing which the tender shall be out rightly rejected. If any discrepancies found in the downloaded version of the tender, the version of the tender document kept at Purchase cell of the Institute will be treated as authentic and correct.

2. The sealed tenders are to be submitted in prescribed format on the bidder's business letter head duly stamped, signed and dated on each page of Part 'A' & 'B' and 'C' as a token of the bidder's unconditional acceptance to the terms prescribed by the Institute. Details/supporting documents wherever applicable, if attached with the tender must be duly authenticated by the bidder. No over-writing shall be accepted unless authenticated with full signature of the bidder.
3. **Bid Submission:** Each bidder shall submit the tender in three separate sealed envelopes, (i) EMD & Tender Fee is to be put in **envelope No. 1** (please mark the envelope as "**No.1 – EMD & Tender Fee**), (ii) Part 'A' & 'B' including Form I (Annexure A), Form II (Annexure B and Form III (Annexure C), 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' 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 Tender Fee & EMD but must enclose valid NSIC / MSME certificate/document in envelope No. 1 instead of Tender Fee & EMD demand draft).

4. The sealed tender envelope duly super scribed, "**Tender for -----**" due on ----
----, **2019**" should be addressed by name to **Secretary**, ICSI and sent at the Institute's address given below either by registered post/speed post/courier or by dropping in the tender box placed at 5th floor of Institute's Headquarter at its Noida office address as mentioned below & should reach on or before **2.00 PM on -----, 2019**.

Address:

Secretary
The Institute of Company Secretaries of India
ICSI House, C-36, (**Floor : Tender Box**)
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.

5. The **Technical Bid shall be opened on -----, 2019 at ----- PM** in the Institute of Company Secretaries of India at ICSI House, C-36, Sector-62 Noida 201309 in the presence of those bidder(s), who wish to be present. No separate communication will be sent in this regard. In the event of due date being a closed holiday or declared Holiday for ICSI-HQ / Central Government offices, the due date for opening of the bids will be the following working day at the appointed time and venue.
6. **Earnest Money Deposit (EMD)**
- i. The Earnest Money Deposit (EMD) of **Rs. -----/-** (Rupees ----- only) in the form of Demand Draft/pay order of any scheduled bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi only is to be submitted along with the bid.
 - ii. Tenders received without the prescribed Earnest Money Deposit (EMD) shall not be entertained and shall be rejected summarily.
 - iii. The EMD of the successful bidder can either be converted as part of the performance security on request of the bidder or will be refunded after receipt of Performance Guarantee/Security. In case the selected bidder/vendor opts to convert the EMD to be part of the performance security, balance amount towards the performance security will be recovered from the payable amount to the vendor. 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.

Forfeiture Of EMD:

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

- i. the bidder withdraws its bid;
 - ii. the selected bidder does not accept the Purchase / Work Order;
 - iii. the selected bidder fails to supply goods / services as per the terms of the Tender and Purchase / Work Order.
 - iv. any other unjustified reasons e.g. misleading or wrong information in the Bid, violation of the terms and conditions of the Tender, involvement in forming ring/cartel, submission of multiple bids in different names etc.
7. 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 able to participate in any tender of this Institute. Any offer received from the bidder without GST registration details will be summarily rejected.
8. 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 shall be opened those who qualify

in the technical scrutiny. Time and date for opening the financial bid shall be intimated separately through website notification at www.icsi.edu and/or email communication as furnished by the bidder in the bid document.

9. 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.

10. **Bid Validity:** Price quoted must be valid for at least 90 days from the date of opening of bid and same may be extended for further period of ____ days after taking consent of the bidder

11. Bid Evaluation:

ICSI shall have the right to assess the competencies and capabilities of the Tenderer by going through the credentials given in the Technical Bid and on the basis of such credentials, ICSI may reject the candidature of the Tenderer without assigning any reason. In such case(s) the Financial Bid shall not be opened for that particular Tenderer. The Financial Bid of only those parties who qualify in the technical scrutiny shall be opened and time and date for opening the financial bid shall be intimated separately.

The selection process shall consists of two phase's viz., i) Technical Evaluation and ii) Commercial Evaluation. Evaluation Criteria would be based on Quality cum Cost Based System (QCBS) where 60% weight-age would be given to technical and 40% weightage to commercial bid only.

Opening and Evaluation of Commercial Bids

(i) Commercial bids of only those Bidders will be opened who qualify in the technical and infrastructure bids evaluation process.

Evaluation of Commercial Bids:

Scores of the Financial evaluation would be weighed pro-rata on a scale of 100 with the BIDDER with the lowest financial quote getting 100 (as per below mentioned formula). These Financial scores would then be added up with the score of the technical evaluation as per below mentioned formula and the Bidder getting the maximum total score out of 100 would be considered as the successful BIDDER and called for discussion, if required.

Formula for Final Bid Evaluation is

$$Bm = .6 (TM) + .4 (Fn)$$

$$Fn = (Fmin / Fb) * 100$$

Where

Bm is total marks of the BIDDER in consideration

TM is Technical Marks of the BIDDER in consideration

F_n is Normalized financial score of the BIDDER in consideration
F_b is Evaluated Price of BIDDER under consideration
F_{min} is Minimum evaluated price of any BIDDER

12. The Institute reserves the right to accept or reject any or all the tenders including the lowest tender(s) without assigning any reason at its sole discretion and the decision of the Institute will be final and binding on all concerned. The Institute also reserves its rights to cancel the whole tender process at any stage without assigning any reason whatsoever.

13. Eligibility Criteria

- (i) Average Annual Turnover in immediately preceding three consecutive financial years ended as on 31.03.20____ must not be less than Rs._____ per annum. (Please attach copy of Audited P&L accounts and balance sheet of three preceding consecutive financial years ending as on 31st March, 20__ of the bidding firm in support of the bidder's submission).
- (ii) Bidders must have GST registration and PAN. (Please attach self-attested photocopy of the documents)
- (iii) The bidder must have valid ISO-20000-1:2011 OR equivalent Certificate, for providing Maintenance and facility management services for information technology infrastructure. (Please attach self-attested photocopy of the document)
- (iv) The bidder must have their own service center set up in Delhi/NCR and they should have complete tools for support /repair of computers and peripherals. (Physical inspection to be done by officials).
- (v) The firm having at least _____ year experience in the field of _____. (Please attach self-attested photocopy of the documents)
- (vi) The bidder/ Contractor who has served/ worked for the ICSI by executing any Contract through Tender/ RFP shall not be eligible to participate in another similar Tender/ RFP floated by ICSI within _____ months of virtual completion /conclusion/termination/end of its of work/ Contract or during the concurrence of defect liability period of such Contract”.
- (vii) The vendor who has not performed as per terms & conditions of the ICSI contract in respect of any earlier contract at ICSI, may not be considered for participation in this tender.
- (viii) *The bidder/ Contractor who has served/ worked for the ICSI by executing any Contract through Tender/ RFP shall not be eligible to*

participate in another similar Tender/ RFP floated by ICSI within _____ months of virtual completion /conclusion/termination/end of its of work/ Contract or during the concurrence of defect liability period of such Contract”.

The bidder must comply the above mentioned eligibility conditions, if any bidder does not fulfill the same, its bid will be technically rejected.

II: Special Terms and Conditions

<<< to be inserted by the user directorate as per requirement of the tender >>>

III: General Terms and conditions

1. Contract Period: _____ shall be for a period of one (01) / two (02) or three (03) year(s). However, Institute at its discretion, can terminate the contract without citing any reason at any point of time by giving three (03) months' notice. In case of termination, Institute will be liable to pay pro-rate amount to the vendor only for the period for which the _____ services availed by the Institute. Contract may be extended for a further period of one year / two years / three years on the same rates, terms and conditions as mutually agreed upon.
2. The successful bidder has to submit the security deposit /performance guarantee from scheduled bank of equivalent amount of 5% of the contract value on awarding the contract within 10 days of issue of order but before execution of the agreement, to cover any loss or damage caused to or suffered by the Institute due to acts of commission and omission by the successful bidder or any failure on the part of the successful bidder in fulfillment of terms and conditions of the contract and conditions contained in the agreement. The Bank Guarantee shall have to remain valid for the entire duration of the Contract plus three months beyond the completion of contract period. The successful bidder shall not be entitled to any claim or receive any interest on the amount of performance guarantee. The EMD of the successful bidder will be refunded after submission of the performance Guarantee/Security Deposit.

The successful bidder having valid registration with NSIC/MSME on the date of submission of tender, are also required to submit requisite security deposit / performance guarantee.

3. Kindly submit duly filled in and signed Declaration & Acceptance of Terms and Conditions, as per Performa enclosed in **Annexure – C**

4. The quantities indicated in Part –“C” is 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 volume of business.
5. Secretary of the Institute reserves the right to accept or reject any or all tender/s received and such decision shall be final.

6. General:

(a) Law, governance and jurisdiction:

- i. **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 contract, or the breach, termination, effect, validity, interpretation or application of this contract or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorized official of the parties. If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall be referred to the Sole Arbitrator to be appointed be the Secretary of the Institute of Company Secretaries of India or any other person appointed by him as Sole Arbitrator. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force will be applicable to the arbitration proceedings. The venue of the arbitration shall be at New Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The language of the arbitration and the award shall be English. The decision / award of the arbitrator shall be final and binding on parties to the arbitration proceedings.
- ii. **Law:** This Tender shall be governed in accordance with the laws of Republic of India. These provisions shall survive the Contract
- iii. **Jurisdiction:** The courts of India at Delhi have exclusive jurisdiction to determine any proceeding in relation to this Tender. These provisions shall survive the Contract.

- (b) CONFIDENTIALITY:** The successful bidder acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to ICSI will all times be held by it in strictest confidence and it shall not make use thereof other than for the

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

- (c) **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.

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

(d) **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, 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.

- (e) **Indemnity Clause:** The successful bidder 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.

- (f) **TERMINATION:** The ICSI without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving one (01) months' notice in writing in case the successful bidder fails to discharge its obligation under this agreement/contract without sufficient ground or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or due to any other type of misconduct by the successful bidder or by its staff or agent.

Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall be continued by the successful bidder during the period of the termination notice and the same must be satisfied / completed before this agreement/contract 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 successful bidder.

For any further details/clarifications, Mr/Ms. _____, Directorate of _____ may be contacted at Tel.No. _____, E-mail- _____

Date: -----, 2019

()

Name & Designation of issuing authority

(Annexure A)

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA
ICSI HOUSE, C-36, SECTOR-62, NOIDA -201309

Tender No: _____

Date: -----

Sub: Tender for _____

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 _____

(Limited Co./ LLP /Partnership/ Proprietorship)

(Enclose self attested copy of document)

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

2. Postal Address _____

3. Telephone No. / Mobile No. for communication _____

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

(b) Website address (if available) _____

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

(a) Tender Fees _____

(b) EMD _____

(c) MSME/NSIC Regn. No. (if applicable) & its valid period _____

(Enclose self-attested certificate photocopy)

6. Name of the Banker, Branch Name, A/c No. and IFS Code

(for e-payment purpose) _____

7. PAN (Enclose self-attested photocopy) _____

8. GSTIN Code (Enclose self-attested photocopy) _____

9. Lab. Licence/EPF/ESIC Reg. No. (if applicable) _____

(Enclose self-attested photocopy)

11. Trade License/Business License/CIN (if applicable) _____

(Enclose self-attested photocopy)

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

Signature _____

(Authorized signatory of the agency)

Name of the bidder _____

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.**

(Annexure B)

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA
ICSI HOUSE, C-36, SECTOR-62, NOIDA -201309

Tender No: _____

Date: -----

Sub: Tender for _____

Form II: Eligibility Criteria Details

S. No.	Particulars	Response Yes/No	Supporting Document Reference with Page No.
a)	Average Annual Turnover in immediately preceding three consecutive financial years ended as on 31.03.20__ must not be less than Rs._____ per annum. (Please attach copy of Audited P&L accounts and balance sheet of three preceding consecutive financial years ending as on 31 st March, 20__ of the bidding firm in support of the bidder's submission).		
b)	Bidders must have GST registration and PAN. (Please attach self-attested photocopy of the documents)		
c)	The bidder must have valid ISO-20000-1:2011 OR equivalent Certificate, for providing Maintenance and facility management services for information		

	<p>technology infrastructure.</p> <p>(Please attach self-attested photocopy of the document)</p>		
d)	<p>The bidder must have their own service center set up in Delhi/NCR and they should have complete tools for support /repair of computers and peripherals.</p> <p>(Physical inspection to be done by officials).</p>		
e)	<p>The firm having at least 3 year experience in the field of _____. (Please attach self-attested photocopy of the documents)</p>		
f)			
g)			

The bidder must comply the above mentioned eligibility conditions and if any bidder does not fulfill the same, they will be technically rejected.

Date:

Signature _____

(Authorized signatory of the agency)

Name of the bidder _____

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

Sub: Tender for _____

Sir,

This is with reference to the **Tender No:** _____ due on _____.
We are interested to participate in the _____ **dated** _____. We declare that:

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

Date:

Signature _____

(Authorized signatory of the agency)

Name of the bidder _____

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA

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

Tender No: _____

Date: _____

Sub: Tender for _____

PART 'C' (FINANCIAL BID)

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

(figure in Rs.)

S. No.	Item Description	Qty. (no s.) (a)	SAC* (b)	Unit Rate (c)	Total (d=a*c)	GST % (e)	GST amount (f =d*e)	Total (All Inclusive) (g=d + f)
	Total Amount (in Words) ----- -----							

* SAC : Services Accounting Codes

Date:

Signature _____

(Authorized signatory of the agency)

Name of the bidder _____