



**THE INSTITUTE OF
Company Secretaries of India**

भारतीय कम्पनी सचिव संस्थान

IN PURSUIT OF PROFESSIONAL EXCELLENCE
Statutory body under an Act of Parliament



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

ICSI/Admin/Courier/2018-19

April 10, 2018

SUB: TENDER FOR EMPANELMENT OF AGENCIES FOR PROVIDING COURIER SERVICES AT ICSI-HQ, LODI ROAD, NEW DELHI AND NOIDA OFFICE

Tender Notice

Sealed tenders are invited from resourceful firms for 'TENDER FOR EMPANELMENT OF AGENCIES FOR PROVIDING COURIER SERVICES AT ICSI-HQ, LODI ROAD, NEW DELHI AND NOIDA OFFICE'.

The detailed terms & conditions are available at tender page of the Institute's website i.e. www.icsi.edu. All further communication for this tender will be notified only at ICSI website.

Cost of Tender	Rs.590/- (Rs. 500 + GST18%) (Rupees Five Hundred & Ninety Only)
Earnest Money Deposit	Rs.50,000/- (Rupees Fifty Thousand only)
Tender Publish Date	April 10, 2018
Last Date and Time for Submission of Bids	May 1, 2018 by 2:00 PM
Address for submission of Bids	The Institute of Company Secretaries of India ICSI House, C – 36 (5 th Floor: Tender Box) Sector 62, Noida – 201309
Venue, Date and time of opening of Technical Bids.	Address as above. Date: May 1, 2018 at 3:00 PM
Bid Validity	90 days after the date of opening of Technical Bids
Contact details	1. Mr Jalad Agarwal, Assistant Director (Admin) ICSI-HQ: 22, Institutional Area, Lodi Road, New Delhi. Tel: 011-45341023; E-mail: jalad.agrawal@icsi.edu 2. Ms. Vandana Mohindroo Assistant Director (Admin) ICSI Noida Office : C-36, Sector 62, Noida Tel: 0120-4522015, Email: vandana.mohindroo@icsi.edu
Institute's Website	www.icsi.edu



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About ICSI:

The Institute of Company Secretaries of India (ICSI) is a statutory body constituted under an Act of Parliament i.e. the Company Secretaries Act, 1980 (herein after referred as ICSI / Institute). ICSI is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India and having its head office at 22, Institutional Area, Lodi Road, New Delhi. The Institute has another office at C-36/37, Sector – 62, Noida. ICSI is the only recognized professional body in India to develop and regulate the profession of Company Secretaries in India.

The Institute of Company Secretaries of India ("ICSI") proposes to empanel agencies for providing courier services to the Institute. Sealed tenders are invited from experienced and reputed parties having offices in Delhi / NCR areas for providing courier services to The Institute of Company Secretaries of India ("ICSI"), hereinafter referred to as "The Institute". Interested parties (hereinafter referred to as "The Service Provider") may apply for above bid having good reputation and experience in providing Courier services to Professional/Educational/PSUs Organisations as per the details given in Part 'A', 'B' & 'C' of the Tender Document. The terms and conditions governing the instant Tender are as under:

PART 'A'

A: Instruction to Bidders

1. The tender document may be obtained during working hours from **April 10, 2018 to May 1, 2018 (till 01.00 PM) on all ICSI-HQ working days on payment of Rs.590/- (500 + 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 bidder would be required to enclose a demand draft of **Rs.590/- (500 + 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 final.
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. 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.

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 Annexure A, B, C and D, 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 as mentioned above are to be put in main envelop i.e. Envelope No. 4.

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

4. The sealed tender envelope duly super scribed, “**Tender for empanelment of agencies for providing Courier services at ICSI-HQ, Lodi Road, New Delhi and Noida Office**” due on **May 1, 2018**” should be addressed by name to **Shri Dinesh C Arora, Secretary**, The 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 May 1, 2018**.

Address:

Shri Dinesh C Arora
Secretary
The Institute of Company Secretaries of India
ICSI House, C-36, **(5thFloor : 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 Bids shall be opened on May 1, 2018 at 3:00 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. The information contained in this Tender Document or subsequently provided to Bidder(s) / Applicants whether verbally or in documentary form by or on behalf of Institute of Company Secretaries of India (hereinafter “ICSI”) or by any of their employees or advisors, shall be subject to the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided. The purpose of this Tender

document is to provide the Bidder(s)/Applicants with information to assist the formulation of their proposals. This Tender Document does not purport to contain all the information each Bidder/Applicant may require. This Tender document may not be appropriate for all persons, and it is not possible for the ICSI, their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder/Applicant who reads or uses this Tender document. Each Bidder/Applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. ICSI, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. ICSI may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.

7. The rates should be mentioned in figures as well as words and GST if applicable shall be mentioned separately. If bid is not submitted as per instruction as mentioned above, will not be considered or evaluated.
8. Self-Certificate on the letter head the firm has not been blacklisted by any of its client should be enclosed.
9. **Earnest Money Deposit (EMD)**
 - i. The Earnest Money Deposit (EMD) of Rs.50,000/- (Rupees Fifty Thousand only) in the form of Demand Draft/pay order 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.

10. 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.
11. 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.
12. Tender can be submitted only on Tender form and annexure prescribed by ICSI. Tender submitted on any other form shall be rejected and declared invalid. Bidder may attach separate annexure in Annexure-“A” for additional profile/information etc. if required.
13. The Institute reserves the right to reject the lowest and /or all other offers or accept any bid without assigning any reason and the decision of the Institute shall be final. Institute reserves the right to amend/ modify the tender document.
14. Conditional tenders will not be accepted and will be summarily rejected.

15. Mandatory Eligibility Criteria:

- i. Average Annual Turnover in immediately preceding three consecutive financial years ended as on 31.03.2017 must not be less than Rs.1.25 Crore per annum. (Please attach copy of Audited P&L accounts and balance sheet of three preceding consecutive financial years ending as on 31st March, 2017 of the bidding firm in support of the bidder's submission).
- ii. The bidders must have experience in similar business not less than Three (03) years ended as on December 31, 2017. (Please attach copy of work order/completion certificate in support of the bidder's submission).
- iii. Bidders must have clients like Professional/Educational/PSUs Organisations. The clientele list should include at least 3 major clients as aforesaid. (Please attach copy of work order /performance satisfactory letters from atleast three clients).
- iv. Bidders must have GST registration and PAN. (Please attach self-attested photocopy of the documents).
- v. The bidder must have full fledged operational office in Delhi/NCR (please attach documentary proof such as business license, electricity bill or any other document issued by authority which establishes claim of the bidder)
- vi. 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.
- vii. Submission of requisite Tender Fee & EMD amount or submission of copy of valid registration with NSIC/MSME to avail exemption for the same.

16. The bidder should have adequate Infrastructure including trained/experienced personnel and manpower to carry out this activity.
17. The track record of the bidder should be clean and it should not have any involvement in dispatch of illegal articles or frauds. Tenders without declaration on letter head to this effect would not be considered.
18. Bidder has to quote rate inclusive of all charges except GST as applicable as per Bid format.
19. A Bidder having been awarded contract in the past by the Institute but terminated during the contract period due to unsatisfactory performance will not be eligible /considered for empanelment. A bidder who was awarded the contract earlier but refused to continue the contract/refused to sign the agreement as given by the Institute will also be not eligible for empanelment.
20. The bidder should have email setup and/or online customer care service in their offices/ hub to resolve complaints/queries over internet or email.
21. The bidder must have its unique full-fledged operational website/web-portal in their name. Websites only with home/index page will not be treated as genuine website. Website must be able to offer online tracking facility.
22. The bidder should have proper licenses from appropriate Authority / under the applicable Law and other required licenses and documents to carry out this activity. Bidder must be able to provide all documents to Institute on demand as and when required.
23. The bidder should have establishment in Delhi / NCR working 6 am to 11 pm on all 365 days in a year to facilitate dispatch of deliverables on Institute holidays as well as late hours in the night.
24. Provision of Reverse Auction:
 - a) The Institute reserves the right to benchmark the rates and offer the contract to the lowest bidder. The Institute reserves the right to reject any bid and to resort to Reverse Auction if found necessary, the Institute may at its sole discretion decide the bidders to be invited for such reverse auction . Decision of ICSI shall be final.
 - b) The Institute also reserves the right to resort to Reverse Auction if found necessary for single or multiple deliverables to finalize the rates to be fixed for any of the items or the entire item listed at Annexure– “C”.
 - c) Short-listed bidders will be apprised and trained on the Reverse Auction process free of cost by the Institute before the actual bidding process. The exact date and time of the Reverse Auction will be intimated to the short-listed Bidders. No travel/conveyance expenses for training or for participating in Reverse Auction will be paid by the Institute.

25. Scope of Work:

- i. The Service Provider should have establishment in Delhi/ NCR working 24 hours a day to facilitate dispatch of deliverables on Institute's holidays and late hours at night.
- ii. The Service Provider should have internet site/website and should be able to offer on-line tracking facility for the consignments of the Institute. Website should contain all branch address, name of the contact person and their contact numbers for the use of the Institute.
- iii. Service Provider has to be able to provide MIS in excel format for deliverables for returned/delivered/undelivered etc.
- iv. **Institute reserves the right to offer the same type of job/services to more than one Service Provider.**
- v. The Service Provider shall arrange to collect the documents/deliverables at their own expenses on daily/weekly/monthly basis or as advised by Institute from time to time from offices of the Institute and other printers/Service Providers situated nearby.
- vi. Timing for pickups to be decided by the Institute on mutual consultation and convenience.
- vii. The Service Provider shall be responsible for loss of documents sent through them and shall be liable to compensate the Institute in monetary terms as may be decided by the Institute. Compensation, if any, will be recovered from the bills of the Service Provider and also by forfeiture of EMD.
- viii. Service Provider shall make arrangement for Transit insurance for transporting important docs/parcels/boxes of the Institute to their chapters/members/students and vice-versa. The Institute will not reimburse such cost.
- ix. Service Provider should meet the personnel of the Institute periodically or as and when called upon to review its performance.
- x. Service Provider should provide the Proof of Pickup/ POD in Institute's premises. No parcels/ packets will be allowed to be taken out of Institute's premises without POD/ pickup challans.
- xi. Institute shall arrive at a benchmark rates (operative rates) which will be derived based on the L1 rates quoted by the bidders for each category/items. Institute shall offer this benchmark rates (operative rates) to all empaneled service providers. The empaneled service providers who ever accept this benchmark rates (operative rates) shall be entrusted to provide the service to the Institute. However Institute reserves the right to alter the allocation of quantum of business among various empaneled service providers at its discretion.
- xii. Service Providers should confirm that it holds all valid licenses, registration and permissions that are required under the applicable laws for carrying out the activity as outlined in the 'scope of work'.

- xiii. Service Provider should comply with applicable Union, State and local laws, ordinance, regulations in performing its obligations including the procurement of licenses, permissions, certificates, etc. payment of taxes, if required.
- xiv. The Institute reserves the right to terminate the contract any time during the currency of the contract period without assigning any reason thereof.
- xv. The Service Provider should agree to indemnify and hold the Institute harmless from all losses, claims, damages, costs, taxes, duties, additions, penalties, interest charges and expenses of any kind to which the Institute may be subjected to on account of any proven warranty representations, unauthorized acts, fraud, deed or thing done by Service Provider & its employees, officers, agents and Service Provider will be liable for consequent damages that the Institute may suffer.

26. Bid Validity:

The offer shall be valid for 90 days from the date of opening Technical bid. The Institute also reserves the right to extend the validity period of the Tender.

27. Bid Evaluation: The technical bids will be evaluated based on the bid eligibility criteria and those who qualify in the technical evaluation process shall be declared as technically qualified eligible bidder for financial bid. On evaluation of financial bids, the lowest bidder rates will be derived for each category and will be treated as benchmark rates. The bidders who agree to get empaneled for this service with the Institute have to operate at the benchmark rates. Any bidder who puts any condition in the financial bid will be disqualified from the bidding process without any further reference to the bidder. Financial bid submitted in unsealed cover along with technical bid in violation of bid submission process will also attract disqualification of the bidder from the bidding process. Indication of price anywhere in the technical bid also will disqualify the bidder. In both the cases the EMD amount will be forfeited.

28. 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 tender process either in whole or in part at any stage without assigning any reason whatsoever. The Institute also reserves its right to modify the tender at any stage but not later than opening of the price bid by issuing addendum and/or corrigendum by notifying at its website. The Institute also reserves its right to withdraw the tender at any stage without assigning any reason whatsoever.

B: Terms and Conditions of the Contract:

- 1. The tenure of the contract will be for a period of Two (02) years from the date of execution of the Agreement subject to quarterly appraisal and review by ICSI and in case the jobs performed are not found to be satisfactory, the contract shall be terminated by giving notice of one month by ICSI.. The service provider will be kept under probation for a trial period of 3 months and if found satisfactory the contract will be continued for the balance period of 2 years thereafter.

2. Since this contract is intended to be awarded through this tender, is empanelment of service providers hence, on unsatisfactory performance of any of the Service Provider, , the Institute may offer the contract to any other empaneled service provider. Contract may be extended for a further period of one year on the same rates, terms and conditions as mutually agreed upon beyond initial two years.
3. On awarding the contract the service provider has to sign an agreement with the Institute within ten days of submission of performance security deposit as per tentative format provided as Annexure D.
4. **Institute reserves the right to offer the same type of job/services to more than one Service Provider.**
5. Institute will issue offer letter to successful service provider(s) which needs to be accepted within seven (07) days from the date of issue of the offer. Failure to accept the offer within this period will result in forfeiture of the EMD.
6. Applicable Fuel surcharges would be paid only in respect of consignments sent by Air mode. In respect of consignments sent by surface (land) mode no fuel surcharge would be paid.
7. Prompt delivery of the consignment is of prime importance and penalty will be levied for delay. Delay in delivery beyond certain time will attract penalty @ 2% per week or part thereof subject to a maximum of 25 % of the total bill against particular consignment.
8. In the event the service provider agrees to the places of delivery and if the dispatches made to these places are received with a reason “ Non-Service Area or Could Not locate” and subsequently it is found that the dispatch through other modes like Regd Post, Speed Post or any other appropriate means of service could be delivered to the beneficiary, then the Institute reserves the right to impose heavy penalty, in addition to the penalty as described above, on the vendor and also have the right to discontinue the services of the concerned vendor and assign the same to other empanelled vendors.
9. 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.
10. 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.

11. The rate quoted by the firm will be valid for the entire contract period and request for revision of rate shall not be entertained under any circumstances during the period of contract.

12. **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 who would 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 contract 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 contract 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 contract 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.
- (d) **Statutory Compliance:** The successful bidder will be required to comply with all statutory obligations from time to time applicable to this contract.
- (e) **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.
- (f) **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.
- (g) **TERMINATION:** The ICSI without prejudice to any other remedy, reserves the right to terminate the contract 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 contract without sufficient ground or found guilty for breach of condition(s) of the contract , negligence,

carelessness, inefficiency, fraud, mischief and misappropriation or due to any other type of misconduct by the successful bidder or by its staff or agent. The contract can also be terminated at the request of agency, with an advance notice of three months, on failing the agency is liable, to pay liquidity damages besides forfeiture of security deposit/ Performance guarantee.

The service provider(s) will be bound to continue the service notwithstanding to any pending or unresolved operational issues, performance, unpaid fees and any other remedies during the period of the termination notice and the same must be satisfied / completed before this 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 service provider.

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

For any details / clarifications, bidders may contact Mr Jalad Agarwal **Assistant Director**, Tel: 011-45341023, E-mail: Jalad.agrawal@icsi.edu or Ms. Vandana Mohindroo Assistant Director, ICSI Noida Office : C-36, Sector 62, Noida, Tel: 0120-4522015, Email: vandana.mohindroo@icsi.edu.

Date: April 10, 2018

(A K Ghosal)
Director (Purchase & Administration)

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

ICSI/Admin/Courier/2018-19

April 10, 2018

Tender for empanelment of agencies for providing Courier services at ICSI-HQ, Lodi Road, New Delhi and Noida Office

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. Trade License/Business License/CIN (if applicable) _____
(Enclose self-attested photocopy)
10. Any other Relevant Information _____

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

Signature _____
(Authorized signatory of the agency)
Name of the bidder _____
Official seal of bidder _____

Date _____

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

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA
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ICSI/Admin/Courier/2018-19

April 10, 2018

Tender for empanelment of agencies for providing Courier services at ICSI-HQ, Lodi Road, New Delhi and Noida Office

Form II: Mandatory Eligibility Criteria Details

S. No.	Particulars	Response Yes/No	Supporting Document Reference with Page No.
1.	Average Annual Turnover in immediately preceding three consecutive financial years ended as on 31.03.2017 must not be less than Rs.1.25 Crore 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, 2017 of the bidding firm in support of the bidder's submission).		
2.	The bidders must have experience in similar business not less than Three (03) years ended as on December 31, 2017. (Please attach copy of work order/completion certificate in support of the bidder's submission).		
3.	Bidders must have clients like Professional/Educational/PSUs Organisations. The clientele list should include at least 3 major clients as aforesaid. (Please attach copy of work order /performance satisfactory letters from atleast three clients).		
4.	Bidders must have GST registration and PAN. (Please attach self-attested photocopy of the documents).		
5.	The bidder must have full fledged operational office in Delhi/NCR (please attach documentary proof such as business license, electricity bill or any other document issued by authority which establishes claim of the bidder)		
6.	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.		
7.	Submission of requisite Tender Fee & EMD amount or submission of copy of valid registration with NSIC/MSME to avail exemption for the same.		

NOTE:

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

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

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 empanelment of agencies for providing Courier services at ICSI-HQ, Lodi Road, New Delhi and Noida Office.

Sir,

This is with reference to the tender no **ICSI/Admin/courier/2018** due on May 1, **2018**. We are interested to participate in the **Tender for empanelment of agencies for providing Courier services at ICSI-HQ, Lodi Road, New Delhi and Noida Office dated April 10, 2018**.

We declare that:

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

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

DRAFT AGREEMENT

THIS AGREEMENT is made on ----- day of ----- Two thousand Eighteen between has one part hereinafter called The Institute of Company Secretaries of India (“ICSI”), 22, Institutional Area, Lodi Road, New Delhi - 110003 and M/S -----, having its registered office at ----- hereinafter called the “Agency” for courier service on the other part. WHEREAS the ICSI is desirous to engage the Agency for courier service for The Institute of Company Secretaries of India (“ICSI”), 22, Institutional Area, Lodi Road, New Delhi – 110003 and ICSI, C-36/37, Sector-62, Noida - 201309 on the terms and conditions stated below:-

1. The Agency shall be solely responsible for compliance to provisions of various laws and all statutory/ obligations. The ICSI shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident/medical/Health related liability/ compensation. The ICSI shall have no liability in this regard.
3. Penalty: In case of non-compliance with the contract, the ICSI reserves its right to: -
 - a) Cancel/ revoke the Contract; and/or
 - b) To impose penalty up to maximum 10 % of the total value of contract during the period of operation or forfeit the security deposit/Performance guarantee whichever is higher.
4. Termination: The Contract can be terminated by giving one month’s notice, in case the Agency:
 - a) Assigns or sub-contracts any of this service.
 - b) Violation/Contravention of any other terms and conditions mentioned herein. \
 - c) Does not improve the performance of the services in spite of instruction.
 - d) Any violation of instructions/agreement or suppression of facts.
5. On termination of the contract, it shall be the responsibility of the agency to discontinue the services immediately. ICSI shall not indemnify any loss caused to the agency by such termination, whatsoever it may be.
6. Agency has submitted Security deposit/ Performance guarantee vide _____ and will be refunded/returned without interest after three months of termination or completion of the contract.
7. There would be no increase in rates payable to the agency during the contract period.
8. The Agency also agrees to comply with annexed terms and conditions and amendments thereto from time to time.
9. Jurisdiction.
10. Decision of ICSI in regard to interpretation of the terms & conditions and the Agreement shall be final and binding on the Agency.

THIS AGREEMENT will take effect from ----- day of ----- Two thousand Eighteen and shall be valid for _____ year which may be extended by _____, if the services are found to be satisfactory on the same terms and conditions and at the discretion of Authority of the "ICSI".

IN WITNESS WHERE OF both the parties have set and subscribed their respective hands with their Seal in New Delhi in the presence of the witness: -

For **Agency**

For **ICSI**

Witness

Witness

1.

1.

2.

2.

Signature

Signature

Agency

ICSI

Name of Representative

Name:

Designation

Designation

Date

Date

Seal

Seal

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

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PART 'C' (FINANCIAL BID)

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

[A] Rate for Domestic (Document / Letters)

(figure in Rupees)

	Delhi NCR (Next day delivery)	Metros and other cities directly connected with air (Next day delivery)	Rest of India (48 hrs-72 hrs)
Per Letter / Article Up to 250 gms.			
Every additional 250 gms and part thereof up to 5 kg			
FUEL Surcharge (in %) if any			
GST (%) if any			

[B] Rate for Domestic (Parcel more than 5 Kg)

(figure in Rs)

	Delhi NCR	Metros and other cities directly connected with air (Next day delivery)	Rest of India
By Train (surface) (per Kg)			
By Air (per Kg)			
FUEL Surcharge (in %) if any			
GST (%) if any			

Signature of the authorized signatory of the agency

Official seal/ stamp

Contd....

[C] Rate for International

(figure in Rs)

	Asia continent	Gulf countries	Europe Continent	African continent	American continent	Australia continent
Per Letter / Article Up to 250 gms						
Every additional 250 gms and part thereof up to 5 kg						
Expected Delivery Time						
Fuel Surcharge						
GST (%) if any						

Signature of the authorized signatory of the agency

Official seal/ stamp