TENDER DOCUMENT

FOR

OUTSOURCING THE STORAGE, SECONDARY PACKING AND DISTRIBUTION OF ICSI STUDY MATERIAL TO THE STUDENTS AND OTHERS WHICH INCLUDE DISTRIBUTION TO REGIONAL COUNCILS, CHAPTERS AND COUNSELLORS OF THE ICSI AS PER DETAILS MADE AVAILABLE BY ICSI ON PAN INDIA BASIS.

Tender No. PC: 2012-13(DSM)

(General Conditions of Contract)

Issued by

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

Fax: 011 – 24626727
Tel: 011 – 45341015

E-Mail: info@icsi.edu

Visit us at http://www.icsi.edu
Sub: TENDER FOR OUTSOURCING THE STORAGE, SECONDARY PACKING AND DISTRIBUTION OF ICSI STUDY MATERIAL TO THE STUDENTS AND OTHERS WHICH INCLUDE DISTRIBUTION TO REGIONAL COUNCILS, CHAPTERS AND COUNSELLORS OF THE ICSI AS PER DETAILS MADE AVAILABLE BY ICSI ON PAN INDIA BASIS.

Tender No. : PC: 2012-13 (DSM)     Date: 27/11/2012

PART ‘A’

Sealed tenders are invited by the Secretary & CEO, The Institute of Company Secretaries of India (“ICSI”), ICSI HOUSE, 22 Institutional Area, Lodi Road, New Delhi from Logistic and Distribution Service providers having National/International presence for outsourcing the storage, secondary packing and distribution of ‘ICSI’ study material to the students of CS Foundation, Executive and Professional Program of the Company Secretaryship Course respectively.

The terms and conditions governing the instant Tender are as under:

1. The tender document may be obtained during working hours from November 27, 2012 to December 12, 2012 (till 1:00 PM) on all working days (except Saturdays, Sundays & Gazetted Holidays) on payment of Rs. 1,000/- (Rupees One Thousand Only) from the Reception Counter of the ICSI 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 ICSI (www.icsi.edu) for which parties would be required to enclose a demand draft of Rs. 1,000/- (Rupees One Thousand Only) as mentioned above towards the cost of the tender document along with their quotes, failing which the tender shall be summarily rejected.

2. The sealed tenders are to be submitted in prescribed format on business letter head of the Bidder/s duly stamped and signed and dated on each page of Part ‘A’, Annexure A and Annexures BI & BII as unconditional acceptance to the terms prescribed by the ICSI. Details/supporting documents wherever applicable, if attached with the tender should be dully authenticated by the Bidder/s. No over-writings shall be accepted unless authenticated with full signature of the Bidder/s.
3. Each Bidders shall submit the tender in two separate sealed envelopes, **Annexure A** along with EMD should be put in envelope No. 1 (Please mark the envelope as "**No. 1 – Technical Bid**"). Envelope No. 2 will contain **Annexures B(I)& B(II)** (Please mark the Envelope as "**No.2 – Financial Bid**"). Both the sealed envelopes bearing No. 1 and 2 are to be put in main envelop i.e. Envelope No. 3.

4. The sealed tender duly superscribed, **Tender for outsourcing the storage, secondary packing and distribution of ICSI study material to the students and others which include distribution to Regional Councils, Chapters and Counsellors of the ICSI due on December 12, 2012**”, should be addressed by name to **Shri N.K. Jain, Secretary & Chief Executive Officer**, The ICSI and sent at the Institute’s address given below either by registered post/speed post/or by dropping in the tender box placed at 3rd floor of Institute’s Headquarter & should reach on or before **3.00 PM by December 12, 2012**.

Address:
Shri N.K. Jain  
Secretary & CEO  
The Institute of Company Secretaries of India  
ICSI House, 22, (3rd Floor: Tender Box)  
Institutional Area, Lodi Road  
New Delhi-110003.

Tenders received after the stipulated date and time shall not be entertained. The ICSI shall not be liable for any postal delays what so ever and tender received after the stipulated date and time will be rejected summarily without giving any reason.

5. Secondary packing means putting the study material set in corrugated sheet carton (to be made available by the Bidder as per the size of each study material set) taped and nylon strapped properly packed so as to reach the students in a safe condition from outside with the address of the addressee student and the address of the sender(the ICSI) pasted on top of the box for safe delivery. Where only a set of few books and not the complete set is required to be sent, the Bidder has also to ensure delivery of the same in the same mode.

6. **The Technical Bid shall be opened on December 13, 2012 at 11:30 AM** in the Institute of Company Secretaries of India at ICSI House, 22 Institutional Area, Lodi Road, New Delhi 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 close holiday or declared Holiday for Central Government offices, the due date for opening of the bids will be the following working day at the appointed date, time and venue.

7. ICSI shall have the right to assess the competencies and capabilities of the Bidder/sby going through the credentials given in the Technical Bid and on the basis of such credentials, ICSI may reject the candidature of the Bidder/swithout assigning any reason. In such case(s) the Financial Bid shall not be opened for that particular Bidder/s. The Financial Bid of only those Bidder/s who qualify in the technical scrutiny shall be opened and time and date for opening the financial bid shall be intimated separately.
8. The Bidder/s are required to deposit an earnest money of Rs. 2,00,000 (Rs. Two Lakhs) by way of demand draft drawn in favour “The Institute of Company Secretaries of India”, payable at “New Delhi”. The tender not accompanied with earnest money shall be rejected summarily. The earnest money of unsuccessful tenderers will be refunded without any interest/bank commission/collection charges within 30 days after the order has been issued in favour of successful Bidder.

9. The rates quoted should be valid for at least 90 days from the date of opening of quotations.

GENERAL:

a) All disputes, differences, claims and demands arising under or pursuant to or touching the tender /contract shall be referred to the sole arbitrator to be appointed by the Secretary & CEO of the Institute of Company Secretaries of India, New Delhi or his nominee. The award of the arbitrator shall be final and binding on both the parties under provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force. Place of such arbitration proceedings shall be at Delhi.

b) The ICSI reserves the right to postpone or accept or reject any or all tenders including the lowest tender/s without assigning any reason at its sole discretion and the decision of the ICSI will be absolute, final and binding on all concerned.

c) For any details/clarifications, S/ShriHarish Joshi/A K Pahwa on telephone No. 0120-4522016 may be contacted.

Date: 27/11/2012 (P K GROVER )
DIRECTOR
MANDATORY TERMS AND CONDITIONS

1. The Bidder/sshould have the experience of safekeeping and distribution of various publications. It is preferred that the Bidder/shas got experience of executing similar type of work of storing, packing and distribution of study material.

2. The Bidder/sshould have PAN India serviceability i.e. it can dispatch and got the study material made available to the students dispersed throughout the country within a period of three working days from the time of instruction received from Institute.

3. The Bidder/s’s turnover should not be less than Rs. 10/-crore (Rupees Ten crore only) in the last three Financial Years in India and it should preferably be a profitable company.

4. The Bidder/s should have the standing in Indian Market at least for last 5 years with registered office in India and having offices in all regions of India so as to ensure the proper storage, distribution support for smooth execution and maintenance of operations.

5. The Bidder/sshould be financially strong to undertake the kind of Projects, which is the subject matter of this tender and should furnish the documents called for accordingly.

6. The Bidder/s should have the valid Licenses and Certificates for the said work.

7. There should be Insurance Cover to be borne by the bidder for the premises where the stocks of ICSI is to be stored and the place where it should be secondary packed for distribution.

8. The Bidder/s should have the following infrastructure:
   1) Storage facility to keep at least 2000 sets of Foundation, 2500 sets of Executive and 1000 sets of Professional Programme study material (the Bidder can have the size of the study materials from ICSI HQ)
   2) Strong Distribution Network
   3) Strong Customer Care for giving pre and post-delivery information.
   4) On line tracking system for movement of study material.

The Bidder/s should provide following documents with the technical quotation:

1. Solvency Certificate from a Bank
2. Organisation Structure
3. Last Three Years audited Financial Statement
OTHER TERMS AND CONDITIONS

1. All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns. Such separate documents shall be chronologically placed at the end of the prescribed application. If information is ‘nil’ it should also be mentioned as ‘nil’. If, any particulars/query is not applicable in case of the applicant, it should be stated as ‘not applicable’. However, the applicants are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making changes in the prescribed forms or deliberately suppressing the information may result in the applicant being summarily disqualified. Applications made by Fax and those received after the prescribed time will not be entertained.

2. The application should be type-written. The applicant should sign each page of the application. Overwriting should be avoided. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. All pages of the Tender document shall be numbered and submitted as a package with signed letter of transmittal.

3. The experienced Bidder/s having Rs. 10 Crores (Rs. Ten Crores) as turnover may quote their rates for Storage, Secondary Packaging and Distribution of the study material of CS Foundation, Executive and Professional Programs of Company Secretarship Course to the student as per details made available by ICSI on PAN India Basis. Rates are to be quoted on the assumption that every year approximately 55,000, 65,000 and 15,000 students are registered for CS Foundation, Executive and Professional Programs respectively.

4. While submitting the quotations, indicate the rate inclusive of all statutory levies, taxes, charges and cartage etc. No component of cost would be paid unless the same is included specifically in the quotations.

5. References, information and certificates from the respective clients certifying suitability or capability of the applicant should be signed by an officer not below the rank of Director/General Manager/Company Secretary/Chief Financial officer or of equivalent position.

6. The Bidder/s must be having the ISO Certificate and other applicable Certification from a reputed certifying Agency.

7. The contract would initially be for two years which may be extended further on the same terms and conditions including commercials if agreed by both the parties.

8. For the successful bidder, Earnest Money deposited will be kept as Security Deposit. Non-performance of services as agreed as per the time schedule or default in performing services as agreed shall entail forfeiture of Security Deposit.
9. ICSI shall make available or will make arrangement for supply of the information as required for storage, secondary packaging and distribution of study material.

10. Applicant is required to submit the Information on any litigation in which the applicant was involved during the last Five years, including any current litigation.

11. Authorization for ICSI to seek detailed references should also be given in the application along with details and designation of person to whom reference can be made by ICSI.

12. The applicant will give a certificate of solvency and will also authorize ICSI approach the Bank issuing the solvency certificate to confirm the correctness thereof.

13. A certificate of transmittal is also to be given by applicant in the format as given in the tender document.

14. The successful bidder would be required to execute Bank Guarantee of Rs. 10,00,000/- (Rupees Ten Lakhs Only) and also execute an agreement with the ICSI containing the detailed terms and conditions on a non-judicial stamp paper of Rs. 100/-.

15. The ICSI reserves the right to cancel/modify/amend the terms and conditions for outsourcing the storage, packing and distribution of ‘ICSI’ study material to the students of Foundation, Executive and Professional Programs of the Company Secretaryship Course or any other course which may be introduced by the Institute during the currency of the Agreement respectively without assigning any reason thereof.
SCOPE OF WORK

1. To receive the Study Material from ICSI empaneled/designated Printer(s).

2. To maintain stock of study material at the point of distribution for dispatch to students.

3. Based on dispatch advice generated under online registration system of ICSI or otherwise in physical mode, to ensure that study material reaches at the address given in the dispatch advice within a specified time period of 3 working days from the time of generation of dispatch advice.

4. The Bidder/sshould provide online tracking information regarding exact position of the study material in transit to the Institute which can be integrated in the students/members portal, so that the students/addrressee can directly get information without intervention of ICSI.

   In case Bidder/s is not capable of extending the facility at all the destinations they should ensure dispatch of study material at those destinations through their own logistics network within a reasonable time frame say 7 working days from the generation of dispatch advice.

5. Stock Reconciliation with distribution advices of the ICSI.

6. To safe keep the publications till the entire lot is distributed. Insurance coverage to be borne by the Bidder for the stored publications of the Institute (covering the cost of the printed price of publication at the ICSI)

7. The Bidder/sshall be responsible for any loss in transit.
Annexure - A

1 GENERAL INFORMATION
A Name of organization with complete address, Telephone No, Fax No, Contact Person Name and His Mobile No.
B Business Profile – Covering information about the organization in terms of capabilities, experience, spread, key clients, services, infrastructure etc in the fields of Distribution.
C Legal status i.e. whether public ltd. / Pvt. ltd. co / Partnership / Proprietorship / any other
   Attach documentary evidence
D Details of Board of Directors etc.(including organization structure /PARTNERS ETC.
   Give as an annexure
E Income Tax Regn. No, Sales Tax Regn No, Work Contract Regn No
   Attach documentary evidence
F Average Turnover on the basis of last 3 years certified Balance sheets,
   Submit three Years Certified Financial Statement

2 INFRASTRUCTURE AVAILABLE
A Storage Capacity (area in sqft)
B 1. List of Serviceable areas
   2. Whether Serviceable area covers at least all Distt. Headquarters

Date: Name and Signature of Bidder with Corporate Seal
FINANCIAL BID
Quotation for Storage, Secondary Packing and Distribution of ‘ICS’ Study Material

Annexure – B(I)
Storage Charges per set per day

<table>
<thead>
<tr>
<th>Programme</th>
<th>No of Books</th>
<th>Weight of Books (Kg)</th>
<th>Volume of books $L\times B\times H$</th>
<th>Rate per day (Rs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foundation Programme</td>
<td>4 Books</td>
<td>3.15</td>
<td>27.7$\times$21$\times$7= 4072</td>
<td></td>
</tr>
<tr>
<td>Executive Programme</td>
<td>6 Books</td>
<td>6.5</td>
<td>23.5$\times$17.5$\times$20= 8225</td>
<td></td>
</tr>
<tr>
<td>Professional Programme</td>
<td>9 Books</td>
<td>7.3</td>
<td>23.5$\times$17.5$\times$23=9460</td>
<td></td>
</tr>
</tbody>
</table>

Pro rata payment will be made for all programmes Study Material in case single book is kept and not the entire set of the Study Material or where there is change in the size of the Study material.

Annexure – B(II)
Distribution Charges

<table>
<thead>
<tr>
<th>Qty (Kg)</th>
<th>Secondary Packing Charges (Rs)</th>
<th>Rate per set (serviceable area) (Rs)</th>
<th>Rate per set (non serviceable area) (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foundation Programme (4 books)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive Programme (6 Books)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Programme (9 Books)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Packet of Executive Programme (5 Books)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Packet of Professional Programme (8 Books)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 BOOK ONLY OF FOUNDATION/EXECUTIVE/PROFESSIONAL PROGRAMME</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Serviceable areas be mentioned by the parties.

(Rates quoted above should be inclusive of all statutory levies, taxes as applicable, charges and cartage etc.)

Name and Signature of Bidder

Date:

with Corporate Seal
Annexure C
Please confirm by signing the Annexure that study materials will be distributed to all these places.

List of cities where ICSI offices are located

<table>
<thead>
<tr>
<th>S.No</th>
<th>Name of the ICSI Chapters (City-wise) throughout the Country</th>
<th>S.No</th>
<th>Name of the ICSI Chapters (City-wise) throughout the Country</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>AGRA</td>
<td>35</td>
<td>KOLHAPUR</td>
</tr>
<tr>
<td>2</td>
<td>AHMEDABAD</td>
<td>36</td>
<td>KOTA</td>
</tr>
<tr>
<td>3</td>
<td>AJMER</td>
<td>37</td>
<td>LUCKNOW</td>
</tr>
<tr>
<td>4</td>
<td>ALLAHABAD</td>
<td>38</td>
<td>LUDHIANA</td>
</tr>
<tr>
<td>5</td>
<td>ALWAR</td>
<td>39</td>
<td>MADURAI</td>
</tr>
<tr>
<td>6</td>
<td>AMRITSAR</td>
<td>40</td>
<td>MANGALORE</td>
</tr>
<tr>
<td>7</td>
<td>AURANGABAD</td>
<td>41</td>
<td>MEERUT</td>
</tr>
<tr>
<td>8</td>
<td>BANGALORE</td>
<td>42</td>
<td>MODINAGAR</td>
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<tr>
<td>9</td>
<td>BAREILLY</td>
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<td>MYSORE</td>
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<tr>
<td>10</td>
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<td>NAGPUR</td>
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<td>PUDUCHERRY</td>
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<td>TIRUCHIRAPPALLI</td>
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<td>38</td>
<td>KOLKATA</td>
<td>72</td>
<td>CHENNAI</td>
</tr>
</tbody>
</table>

Date: ________________________________  Name and Signature of Bidder with Corporate Seal
LETTER OF TRANSMITTAL

To
THE INSTITUTE OF COMPANY SECRETARIES OF INDIA,
22, Institutional Area,
Lodi Road, New Delhi -110003

Sub: Submission of Tender application for Distribution of Study Material of ICSI

Sir,

Having examined the details given in Tender Document, Web-Notice for the above work, I/we hereby submit the Tender documents (issued/downloaded from web) and other relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.

2. I/We have furnished all information and details necessary for Tender Document and have no further pertinent information to supply.

3. I/We submit the requisite certified solvency certificate and authorize THE INSTITUTE OF COMPANY SECRETARIES OF INDIA to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize, THE INSTITUTE OF COMPANY SECRETARIES OF INDIA to approach individuals, employers, firms and corporation to verify our competence and general reputation.

4. I/We submit the following certificates in support of our suitability, technical know-how & capability for having successfully completed the following works

Enclosures:

Date: Name and Signature of Bidder with Corporate Seal