TENDER FOR
APPOINTMENT OF AN AGENCY FOR
DAY TO DAY MAINTENANCE AND OPERATION OF ELECTRICAL EQUIPMENTS
OF INSTITUTE’S HEAD QUARTER’S BUILDING AT PLOT NO- 22, INSTITUTIONAL
AREA LODHI ROAD, NEW DELHI-110003

LAST DATE FOR SUBMISSION
OF SEALED TENDERS : 1.5.2013

TOTAL NUMBER OF PAGES : 1 TO 15
TENDER NOTICE

Sealed tenders are invited from reputed agencies / firms with relevant experience for undertaking the day to day operation and maintenance of electrical equipments installed at institute’s building at plot no-22, Institutional Area , Lodhi Road ,New Delhi-110003.

The last date of submission of sealed tenders is 1st May, 2013 on or before 3.00 pm. The detailed terms & conditions are attached herewith.

Joint Director
Infrastructure &Admin.
1. Sealed tenders are invited under two bids system directly from the established, registered, reputed agencies/ firms and having sufficient infrastructures for providing day to day operation and maintenance of electrical equipments installed at institute’s building at Plot No- 22, Institutional Area, Lodhi Road, New Delhi-110003.

2. Tender forms/ application form can be downloaded from the website of the Institute i.e. www.icsi.edu and the same can be submitted along with the cost of tender documents/ application form of Rs.200/- (non-refundable) in the form of pay order/demand draft drawn in favour of The Institute of Company Secretaries of India payable at Delhi.

3. The techno-commercial bid should be in two separate sealed envelopes clearly mentioned as “Technical Bid” and “Commercial Bid” and both the sealed envelopes to be put into another envelope and it should be super scribed as “Tender For Operation of Electrical equipments”.

4. The last date of receipt of sealed offer in a sealed envelope as mentioned above and addressed to Shri Sutanu Sinha, Chief Executive, The Institute of Company Secretaries of India, ‘ICSI House’, 22 Institutional Area, Lodi Road, New Delhi 110003 on or before 1st May, 2013 at 3.00 PM in a sealed tender box kept in 3rd floor of Head Quarters at Lodi Road New Delhi-110003 or the same may be sent through post/courier so as to reach before aforesaid due date and time. The Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten 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 technical bid.

5. In the first stage only technical bids will be opened for evaluation at 11.30 am on 2nd, May 2013. The representatives of the bidders, if they wish, may remain present while opening of the technical bids.

6. Commercial bids of only those bidders whose technical bids are acceptable / qualified will be opened for the 2nd stage selection and the date of opening will be communicated to the qualified bidders only for remaining present while opening of the commercial bids.

7. Rates on various items will be finalized after scrutinizing /checking the commercial bids and the successful bidder will be communicated through the Letter of Intent (LOI).

8. The EMDs of the unsuccessful bidders will be refunded without any interest.

9. All the pages/documents of the Tender should bear the dated signature of the tenderer. All the entries by the tenderer should be in one ink & legibly written. Any over-writing corrections & cuttings should bear dated initials of the tenderer. Corrections should be made by writing again instead of shaping or over-writing.

10. Rates should be quoted both in figures as well as in words. In case the rates quoted in words & figures are at variance, the rates written in words will be taken as final.
11. Institute reserves the right to reject or accept any or all application(s) without assigning any reasons and to restrict the list of pre-qualified agencies to any number deemed suitable by it, if too many bidders/bidders are received satisfying the basic pre-requisite criteria.

12. Conditional tenders are liable to be rejected.

13. Tenderer/bidder may visit the site on any working day during working hours for assessment of job and site conditions. The contact details of Institute’s representative for coordination of inspection is Shri G.K. Jose, Desk officer, Phone:011-45341091.

B. Pradhan
Joint Director( Infrastructure &Admin)
Salient features of the tender for day to day operation and maintenance of electrical equipments installed at institute’s building at Plot No- 22, Institutional Area, Lodhi Road, New Delhi-110003.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particulars</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Type of tender</td>
<td>Two bid system</td>
</tr>
<tr>
<td>2.</td>
<td>Last date of submission of tender</td>
<td>01.05.2013 at 3.00pm</td>
</tr>
<tr>
<td>3.</td>
<td>Venue for submission of offer</td>
<td>Sealed tender box kept at 3rd floor Institute’s HQs building at Plot No- 22, Institutional Area, Lodhi Road, New Delhi-110003.</td>
</tr>
<tr>
<td>4.</td>
<td>Availability of tender documents</td>
<td>Institute’s website i.e. <a href="http://www.icsi.edu">www.icsi.edu</a></td>
</tr>
<tr>
<td>5.</td>
<td>Cost of tender documents (non-refundable)</td>
<td>Rs.200/- in the form of pay order/demand draft</td>
</tr>
<tr>
<td>6.</td>
<td>EMD (refundable)</td>
<td>Rs. 10,000/- in the form of pay order/demand draft</td>
</tr>
<tr>
<td>7.</td>
<td>Performance guarantee</td>
<td>In the form of bank guarantee for Rs. 1,00,000/- for successful bidder.</td>
</tr>
<tr>
<td>8.</td>
<td>Date of opening of technical bids</td>
<td>02.05.2013 at 11.30 AM</td>
</tr>
<tr>
<td>9.</td>
<td>Validity of offers</td>
<td>90 days from the date of opening of technical bids</td>
</tr>
<tr>
<td>10.</td>
<td>Contract period</td>
<td>2 years</td>
</tr>
</tbody>
</table>
| 11.   | Details/ address of the campus/buildings            | ICSI HOUSE
Plot No. 22, Institutional Area, Lodhi Road, New Delhi-110003. |
| 12.   | Total floors of the building                         | Basement, Ground + 4 floors.                                          |
| 13.   | Details of the contact person for inspection of site| Mr. G.K. Jose, Desk Officer,
Contact No.: 011-45341091, Mobile No.9868164839                      |
Technical Bid

Terms & Conditions

1. The agency should be having experience of at least 5 years in relevant field and must doing such services for various reputed organizations /Department of Government of India/ Public Sector Undertakings /statutory bodies/ MNCs.

2. The details of inputs / information required to be submitted by the agency is as per the Annexure-1.

3. The details of current /previous clients are to be submitted as per the following format:

   (a) Details of Major Current clients

   (i) Name of the company /organization /office
   (ii) Contact person with telephone number and Email IDs
   (iii) Contract Period and volume of work like value, area covered and man power deployed.
   (iv) Copy of contract/agreement/experience certificate to be enclosed

   (b) Details of Major Previous clients

   (i) Name of the company /organization /office
   (ii) Contact person with telephone number and Email IDs
   (iii) Contract Period and volume of work like value, area covered and man power deployed.
   (iv) Copy of contract/agreement/experience certificate to be enclosed

4. Job details:

The details of scope work for various activities related to day to day operation and maintenance of electrical equipments are as under:

A. Electrical work:

   • Details of the equipment to be operated

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DG Set 320 KVA</td>
<td>1 No.</td>
</tr>
<tr>
<td>2</td>
<td>LT Panels, Distribution board</td>
<td>2 Nos., 17 Nos.</td>
</tr>
<tr>
<td>3</td>
<td>Motors</td>
<td>7 Nos.</td>
</tr>
<tr>
<td>4</td>
<td>Pumps</td>
<td>7 Nos.</td>
</tr>
<tr>
<td>5</td>
<td>FCU</td>
<td>2 Nos.</td>
</tr>
<tr>
<td>6</td>
<td>AHU</td>
<td>4 Nos.</td>
</tr>
<tr>
<td>7</td>
<td>Centralized AC Plant</td>
<td>2 Nos.</td>
</tr>
<tr>
<td>8</td>
<td>Fire System/pumps</td>
<td>Complete</td>
</tr>
<tr>
<td>9</td>
<td>Light system</td>
<td>Complete</td>
</tr>
</tbody>
</table>

Above are for reference only and same may vary. Besides the above other equipments like water cooler, fans, exhaust fans, electrical light fittings, MCB etc are to be operated and maintained.
Shift Electrician will be overall responsible for uninterrupted power supply to the Building.
Will ensure proper functioning of LT Panels, AMF Panels, all other accessories & pumps, motors, blowers etc.
Agency will carry out preventive maintenance and operation of complete internal electrical installation.
The representative of agency will monitor and record electrical consumption in a log book.
Agency will maintain log books to record the day-to-day complaints and thereafter details of attending the complaints, electrical meter reading etc.
Agency will maintain the status card of each equipments.
Operation of DG set and maintaining the log book regarding details of hours of running of the set, fuel consumption/filled in, periodical maintenance done by AMC agency etc.
Operation of AC equipments and lift and maintaining the log book regarding details of periodical maintenance done by AMC agencies.
All the electricians/operators will report daily to Institute’s representative to Shri G K Jose, Desk officer.

(B) Responsibilities:

(i) The agency should take utmost care not to leak/divulge any information of the Institute.
(ii) The losses sustained to the Institute due to negligence of the services of the agency in the form of loss/damage of property will be recoverable from the agency as per the estimation in terms of money value by the Institute and the decision of the Institute in this regard will be final and binding on the agency.
(iii) The agency shall maintain the highest standard of ethics during the execution of contract.
(iv) The agency shall have their representatives accessible either by person or by phone during or after office hours.
(v) The agency will be responsible for compliance with all central and state laws as per rules/regulations/byelaws and order of the local authorities and statutory bodies as may be in force from time to time during the contract period. If any amount is payable to the Institute to any statutory authorities related to this contract/job, same will be recovered from the bill of the agency.

5. The agency shall not assign the contract or any part thereof without the prior written consent/approval of the Institute. The agency shall also not sublet the work or part of the work except with the written consent of the Institute and such consent even if provided shall not relieve the agency from any liability or any obligation under the contract.

6. Acceptance of tender/application will be intimated to the successful tenderer through a letter of intent (LOI) duly signed by the authorized signatory of the Institute and thereafter work order will be issued.

7. (i) The EMD of the successful tenderer will be converted into performance guarantee/security deposit and shall be retained for the entire period of contract. The agency shall not be entitled to any claim or receive any interest on the amount of performance guarantee. In addition to the above, additional performance guarantee/security deposit of Rs. 1.00 lac in the form of bank guarantee as per the format given in Annexure-2 is to be submitted immediately within 7 days after execution of the agreement/issue of work order to cover any loss or damage caused to or suffered by the Institute due to acts of commission and omission by the agency or any failure on the part of agency in fulfillment of terms and conditions of the contract and conditions contained in the
agreement/work order. The bank guarantee should be valid up to three months beyond the expiry of contract period.

(ii) The EMD shall be forfeited to the Institute in case:

(a) if the bidder/tenderer withdraws their offer during the period of tender validity.
(b) if after submission of quotation the bidder/tenderer fails to honour the contract or refuses to comply with any or all terms and conditions of the tender.

8. The offer should be valid for a minimum period of three months from the date of opening of technical bid.

9. The contract will be valid for a period of two years and after expiry of one year Institute will evaluate the performance of services of the agency. If the services are found satisfactory, the Institute reserves the right to extend the contract for another one year on the same terms & conditions.
(i) The rates for various items should be quoted in the format as given in Commercial Bid only. The rates should be inclusive of cost towards deploying electrician/operators, all charges towards, statutory compliance such as PF, ESI, Bonus, Gratuity, Leave Compensation, etc. and all taxes and inclusive of cost of uniforms to be provided from time to time. However, component towards service tax is not to be included in the quoted price and same will be payable extra as per the prevailing rate.
(ii) Quoted rates should be free from any pre-conditions regarding payments etc or otherwise offers are liable to be rejected.
(iii) The quoted rates should not be less than the minimum wages fixed by the respective statutory authority.
(iv) There will be no escalation in the price during entire contract period.
(v) Benefit of any decrease in taxes/duties shall be passed on to the Institute by the agency.

10. Payment will be made to the agency on monthly basis based on the number of electrician/operator deployed duly certified by the representative of the Institute. TDS will be deducted as per the prevailing rate. However, the agency should not link the payment to his personnel with the payment to be received from the Institute with regard to his bills.

11. (i) The Institute reserves the right to cancel the agreement/work order by giving one month notice in writing without assigning any reason whatsoever.
(ii) The contract/order shall be terminated if the service of the agency is not found satisfactory or the agency changes the rate of contract during the contract period.
(iii) In case the agency fails to execute the job as per the terms and condition of the agreement/order, the balance/total work will be got executed through other agencies at the agency’s risk and cost.

12. The losses to the Institute which are directly attributable to the agency shall be deducted from the bills/adjusted from the performance guarantee.

13. In case of any dispute or difference arising in relation to meaning or interpretation of the agreement, the same shall be referred to a sole arbitrator to be appointed by the Secretary of the Institute. The Arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceedings and 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 decision/award of the arbitrator shall be final and binding.

14. If any time, during the contract period, the performance in whole or in part by either party of any obligation under this agreement shall be prevented or delayed by reason of any war or hostility, acts of public enmity, civil commotion, sabotage, fire, floods, explosions, bad weather, earthquake or similar natural calamities, epidemics, strikes, lockouts or act of God (hereinafter referred to as
events) then any force majeure condition herein mentioned occur and continue for a period exceeding 15 days, the parties hereto undertake to sit together and devise for expeditious and proper performance of the obligations of the parties under this agreement.

15. The agency would register himself with all statutory authorities including service tax authorities pertaining to this job and pay the required taxes, fees, and applicable cess on regular basis. The proof of deposit of aforesaid fees/ taxes are to be submitted along with the next bill (like proof of the service tax paid in the 1st running bill will be submitted in the 2nd running bill).

B PRADHAN
Joint Director (Infrastructure)
The Institute of Company Secretaries of India
ICSI House, 22, Institutional Area
Lodi Road, New Delhi - 110003
India
Tel : +91 11 45341025
Email: bhubanananda.pradhan@icsi.edu

We confirm having read, understood and accepted all the terms and conditions of this tender as enumerated herein above.

Signature

Designation

Name of the Agency:

Seal:

Place:

Date:
## Details of Inputs/Information's to be provided by the bidder/tenderer

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Items</th>
<th>Information /inputs to be filled by the bidder/tenderer (if required separate sheets may be enclosed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name and address of the agency, telephone number, fax, mobile number, email address</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td><strong>Type of organization</strong> <em>(Whether proprietorship, partnership, private limited, limited company)</em></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td><strong>Name and address</strong> of the directors/proprietor/partners</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Year of formation of the company/experience as electrical maintenance/operation agency</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td><strong>Nature of business</strong> carried by the company</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td><strong>Branches</strong> in other cities in India and contact details</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Any <strong>sister concerns</strong> and their address</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td><strong>Details of registration</strong></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Banker's name and address</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Total number of <strong>employees</strong> of the firm</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Contact number in case of emergency</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td><strong>Income tax return</strong> for the last three financial years</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Total turnover of the agency during last three financial years</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Details of registration with statutory authorities like PF, Gratuity, ESI etc</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>*(a) Service tax number/ certificate *(b) PAN number</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Change of the firm name at any time. If so, when and reason thereof</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td><strong>Infrastructure details</strong></td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td><strong>Dispute, if any</strong></td>
<td></td>
</tr>
</tbody>
</table>

Copies of relevant documents are to be enclosed in support of above information's.

**Undertaking:**
I hereby certify that all the information's furnished above are true to my knowledge. I have no objection to Institute verifying any or all the information furnished in this document with the concerned authorities, if necessary.

I also certify that, I have understood all the terms and conditions indicated in the tender document and hereby accept the same completely.

Signature of the authorized signatory of the agency

Official seal/ stamp

Date:

Place:
COMMERCIAL BID

A. The quoted rates should be inclusive of cost towards basic wages+ DA, statutory components, like PF, Gratuity, Leave Compensation, Bonus, ESI, etc. uniform, from time to time and all taxes to perform the electric maintenance/operation related work in all respect. However, the service tax should not be included which will be paid extra as per the prevailing rate.

B. Details of the Buildings

(i) Address:

22 Institutional Area
Lodhi Road
New Delhi-110003

(ii) Detail of the Building:
Basement, Ground + 4 floors

C. Format for submission of offer:

(a.) Offer for each electrician/ operator is to be given as per the format at Annexure - 3
However, total nos. of electrician/operator and others are to be finalised/ deployed as per the shift wise requirement of the Institute which may be mentioned in your offer. For inspection and assessment of total manpower required category wise, Institute’ concerned officer may be contacted.

Name of the Agency:

Seal:

Place: Signature :

Date: Designation:
## Annexure - 3

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item</th>
<th>Electrician / OPERATOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Minimum monthly Wages</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Statutory components</td>
<td></td>
</tr>
<tr>
<td>(a)</td>
<td>PF %</td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td>ESI %</td>
<td></td>
</tr>
<tr>
<td>(c)</td>
<td>Leave Compensation</td>
<td></td>
</tr>
<tr>
<td>(d)</td>
<td>Gratuity</td>
<td></td>
</tr>
<tr>
<td>(e)</td>
<td>Bonus</td>
<td></td>
</tr>
<tr>
<td>(f)</td>
<td>Cost towards uniforms</td>
<td></td>
</tr>
<tr>
<td>(g)</td>
<td>Any other (specify)</td>
<td></td>
</tr>
<tr>
<td>(h)</td>
<td>Overhead / agency profit</td>
<td></td>
</tr>
<tr>
<td>(i)</td>
<td>Total for each electrician/operator</td>
<td></td>
</tr>
<tr>
<td>(j)</td>
<td>Total cost for – No. of electrician/operator</td>
<td></td>
</tr>
<tr>
<td>(k)</td>
<td>Service tax @ ----</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grand total per month</td>
<td></td>
</tr>
</tbody>
</table>

Name of the Agency:

Seal:

Place: Signature:

Date: Designation:
ANNEXURE 3

PERFORMANCE GUARANTEE / SECURITY DEPOSIT IN THE FORM OF BANK GUARANTEE

1. In consideration of The Institute of Company Secretaries of India (hereinafter called the Institute), having its head office at 22 Institutional Area, Lodhi Road, New Delhi-110003 agreed to permit M/s ______________ (hereinafter called the said Agency) to provide security related services on its behalf as custodians of the Institute on the terms and conditions of the agreement/order for and on production of a Bank Guarantee for Rs. 1.00 lakh (Rupees One lakh only). We ______________ promise to pay to Institute, an amount not exceeding Rs.1.00 lakh (Rupees One lakh only) against any loss or damages caused to or suffered by Institute, by reason of any failure of the Agency to provide security services in contravention of the terms and conditions in the said agreement/order.

2. We ________________________________ Bank, do hereby undertake and promise to pay the amount due or payable under this guarantee without any demur, merely on a demand from the Institute, stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Institute, by reason of any failure of the said Agency to perform the said operations safely without damaging the materials/ goods. Any such demand made on the Bank shall be under this guarantee. However, our liability under guarantee shall be restricted to an amount not exceeding Rs. 1.00 Lakh (Rupees One Lakh only).

3.1 We ________________________________ Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Institute, under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or guaranteed unless a demand or claim under this agreement is made on us in writing on or before three months after the date of completion of the contract/order, we shall be discharged from all liability under this guarantee thereafter.

3.2 Notwithstanding anything to the contrary contained herein the liability of the Bank under this guarantee will remain in-force and effect until such time as this guarantee is discharged in writing by the Institute, or until the date of the expiry of the contract (whichever is earlier) and no claim shall be valid under this guarantee unless notice in writing thereof, is given by the Institute, within three months from the date of aforesaid agreement.

4. We ________________________________ Bank, further agree with the Institute, that Institute shall have the fullest liberty without our consent and without affecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said day to day operation /maintenance contract/order from time to time or to postpone for any time or from time to time any of the powers exercisable by the Institute, against the said agency and to forebear or enforce any of the terms and conditions of the said agreement/order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said agency or for any bearance, act or commission on the part of Institute or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.
5. This guarantee will not be revoked by any change in the constitution of the Bank or of the surety.

6. We ____________________________________________________ Bank lastly undertake not to revoke this guarantee during this currency except with the previous consent of Institute in writing.

OFFICER'S SIGNATURE WITH BANK SEAL

DATE

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