Tender Cost – Rs. 500/-

TENDER DOCUMENTS
FOR EMPANNELEMENT OF PARTIES FOR
TICKETING, TOUR & TRAVEL ARRANGEMENT
INSTITUTE OF COMPANY SECRETARIES OF INDIA,
22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003

Tender No. ICSI/ADMN/TTT/2012

(General Conditions of Contract)

Issued by

R & I (Dte. Of Administration), ICSI
Fax: 011 – 46561092
Tel: 011 – 45341023
E-Mail: surya.mishra@icsi.edu
Visit us at http://www.icsi.edu
NOTICE INVITING TENDERS

No. ICSI/ADMN/TTT/2012/          21 December 2012

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. It is functioning under the administrative jurisdiction of Ministry of Corporate Affairs, Government of India having its headquarters located at “ICSI House” 22 Institutional Area, Lodi Road New Delhi-110 003.

Sealed tenders are invited by the Chief Executive of the ICSI from the experienced agencies to be empanelled in the Institute of Company Secretaries of India (ICSI) for arrangement of Tickets, Tour and Travel, for travelling of its Members, employees & others located at its head quarter at ICSI House, 22, Institutional Area, Lodi Road, New Delhi 110003, CCGRT, Navi Mumbai, its for 4 Regional offices, around 70 Chapters all over India and in certain cases also for abroad.

Tender documents shall be available at the office of Assistant Director - Administration, Institute of Company Secretaries of India, 22, Institutional Area, Lodi Road, New Delhi-110003, on payment of non-refundable tender cost of Rs. 500/- [Rupees Five Hundred only] by Cash / Demand draft drawn in favour of “the Institute of Company Secretaries of India”, payable at New Delhi.

Sale period of tender document: January 03, 2013, to January 18, 2013 between 10.00 AM and 1.00 PM on all working days (Except Saturday, Sunday & Gazette Holidays)

Complete tender documents are also available on the website of the ICSI i.e. http://www.ICSI.edu

The documents downloaded by the parties from the website shall be valid for participation in the tender process. Those making use of the tender documents downloaded from the website shall have to pay the tender cost of the documents i.e. Rs. 500/- [Rupees Five Hundred only] in the form of a demand draft drawn as mentioned above, in a separate envelope along with the tender (technical bid). Tender received without the requisite fee shall be considered as invalid [ab-initio].

1.1 Eligibility Criteria - (i) [Please mention the number of years of experience] Experience of having successfully arranging Air Ticket and Rail ticket in low price and in time, Visa Facilitation etc.: -
   a) Three similar completed or on going assignments each costing not less than Rs. 1 lakh per month or
   b) Two similar completed or ongoing assignments each
c) One similar completed assignments costing not less than Rs. 5.00 lakh per annum

(ii) Should be registered with Service Tax Authority,
(iii) Proof of registration or having experience in carrying out similar type of assignments

An Earnest money amounting to Rs. 10,000/- (Rupees Ten Thousand Only) by demand draft in favour of THE INSTITUTE OF COMPANY SECRETARIES OF INDIA, payable New Delhi shall be submitted along with the quotation in a separate envelope.

Sealed tenders addressed by name to Chief Executive, The Institute of Company Secretaries of India [the ICSI] shall be sent at the Institute’s address as mentioned herein below along with Earnest Money, duly mentioning on top left hand corner of the sealed envelope “Tender for empanelment for ticketing, tour & travel arrangement” must reach office of the Chief Executive, The Institute of Company Secretaries of India, Lodi Road New Delhi either by Registered Post/Speed Post or by dropping in the quotation box placed at reception of the ICSI on or before 3:00 PM on 18th January 2013

Address:

Chief Executive,
The Institute of Company Secretaries of India
ICSI House, 22, Institutional Area, Lodi Road
New Delhi-110003.

Tenders received without EMD/inadequate EMD shall be summarily rejected. The earnest money of unsuccessful parties will be refunded without any interest/bank commission/collection charges within 30 days after the empanelment of successful bidder / parties.

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 shall be rejected summarily without giving any reason.
SUBMISSION OF BID

Sealed offer shall be submitted in two separate envelopes.

**Envelope 1** super scribed as PART-1 (Technical bid) and **Envelope 2** super scribed as PART-II (Financial Bid).

Technical bid should contain Profile of the Bidder Company in brief, Tenderer’s Appraisal, Technology Details, cost of Form and other details as mentioned in eligibility conditions and documents to be furnished for technical evaluation’. EMD should be put in envelope No. 1. (Please mark the envelope as “**PART – 1, Technical Bid**”.)

**Envelope No. 2** is the Price bid should be mark as “**Part –II, Financial Bid**”.

The Envelope No. 1 and 2 should be superscribed with the Tenderer’s Name and Address and sealed separately. Both the sealed envelopes bearing No. 1 and 2 are to be put in main envelop i.e. Envelope No. 3. This envelope should bear the inscription “**Tender for empanelment for ticketing, tour & travel arrangement**” and sent to Chief Executive, The Institute of Company Secretaries of India, 22, Institutional Area, Lodi Road, New Delhi.

The rates to be quoted should expressly quote all statutory levies, taxes, charges, surcharges, VAT, etc what so ever

The technical bid shall be opened **at 04:00 PM on 18th January 2013** in the presence of bidder or their authorized representatives present at the time of tender opening.

The ICSI shall have the right to assess the competencies and capabilities of the Bidder /s by going through the credentials given in the Technical Bid and on the basis of other such credentials. The ICSI may reject the candidature of any or all Bidder /s without 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 parties who qualify in the technical scrutiny shall be opened and time and date for opening the financial bid shall be intimated separately.

A bid determined as substantially non-responsive shall be rejected by the ICSI.
The Bidder who provided as required above will technically qualify subject to the submission of satisfactory report by ICSI’s Inspection Committee after site inspection if required, otherwise not.

The ICSI reserves the right to 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 shall be final and binding on all concerned.

The issue of letter of intent shall constitute the intention of the ICSI to place the purchase order / work order with the successful bidder/bidders.

The bidder shall give his acceptance within 10 days of issue of letter of intent along with security deposit of Rs 20,000 (Rupees Twenty Thousand) or Bank Guarantee if any in conformity with the bid documents.

2.1 CHECK LIST OF DOCUMENTS REQUIRED FOR TECHNICAL SCRUTINY

The list of documents required to be enclosed with technical bid for getting eligible to be considered for technical scrutiny: -

I. Demand draft of Rs. 500/-(Rupees Five Hundred Only) drawn in favour of Institute of Company Secretaries of India, payable at New Delhi in case tender document downloaded from ICSI website.

II. Demand draft of Earnest Money Deposit Rs 20000/- (Rupees Twenty Thousand Only) (EMD).

III. Details of successfully executed similar work along with Certified Copies of the work order (s) as mentioned in Notice Inviting Tender (NIT).

IV. A Certified Copy (s) of Registration Certificate with Service tax, and, PAN etc.

V. Duly filled in and signed acceptance certificate, as per proforma enclosed.

VI. Solvency Certificate from Nationalized/Scheduled Bank minimum of Rs. 2,00,000 (Rupees Two Lakh only).

VII. Complete copy of tender document duly signed each of the pages.

VIII. The Complete details setup and establishment of the agency
IX. List of Current Clients executing similar works/Assignments. (Attach Documentary proof).

X. Performance certificates from clients for successfully executing similar works/Assignments.

XI. Audited financial statement including profit and loss account and balance sheet for last successive three years ending 31.03.2010.

Note: - The Bidder who provided as required above will technically qualify subject to the submission of satisfactory report by ICSI’s Inspection Committee after site inspection, if required, otherwise not.
**TECHNICAL BID**

**QUESTIONARE TO BE FILLED UP BY THE AGENCY APPLYING FOR EMPANNELEMENT FOR TENDER FOR TICKETING, TRAVEL & TOUR ARRANGEMENT AT ICSI**

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<tbody>
<tr>
<td>1</td>
<td>Status of Agency, including partners (Attach documentary Proof)</td>
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<tr>
<td>2</td>
<td>Bio-Data of key top Official (please attach)</td>
</tr>
<tr>
<td>3</td>
<td>Financial Status of Bidder And/or his Associates Including Annual Report of Past 3 years with ROC (Registrar of Companies) receipts duly authenticated by Chartered Accountant. (Attach documentary Proof)</td>
</tr>
<tr>
<td>4</td>
<td>Name of Agency’s 2 largest clients, to whom Agency provides similar services.</td>
</tr>
<tr>
<td>5</td>
<td>Name and address of Agency’s bankers and Provide a Solvency Certificate from the Bank for a Minimum amount of Rs. 2.00 lakh. (Attach documentary Proof)</td>
</tr>
<tr>
<td>6</td>
<td>Service Tax Registration. (Attach a copy of the Registration Certificate / letter.)</td>
</tr>
<tr>
<td>7</td>
<td>Income Tax Permanent Account No. (Attach documentary Proof)</td>
</tr>
<tr>
<td>8</td>
<td>Details of EMD / Bank Draft No, Date of Draft, Bank Name</td>
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<tr>
<td>9</td>
<td>Documentary evidence in respect of the eligibility criteria mentioned in the NIT</td>
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Signature of the Authorized Signatory with Seal of the Agency / Firm Date:
CONDITIONS OF CONTRACT

3.1 PLACE WHERE WORK TO BE UNDERTAKEN.
The Institute of Company Secretaries of India, 22, Institutional area, Lodi Road, New Delhi-110 003, ICSI-CCGRT, Plot No. 101, Sector-15, Institutional Area (Near Total Car Mall), Palm Beach Road, CBD Belapur, Navi Mumbai - 400614 and Four Regional Offices Located at Delhi, Mumbai, Kolkata & Chennai, around 70 Chapters all over India and in certain cases in abroad also. After qualifying the technical Bid, the parties will be empanelled on the basis of low service charge and Highest Discount. All the parties who are to be empanelled must agree to the Least Service Charge and Highest Discount offered by the bidders during this tender process.

3.2 SCOPE OF WORK
(i) To Book Air tickets (Domestic and International), Train Tickets for the ICSI and/or arrange the same on immediate basis.
(ii) To provide other Tour and Travel related services
(iii) To provide Visa Facilitation as and when required.
(iv) Any other Job related to clauses (i), (ii) & (iii) above.

3.3 PAYMENT TERMS
a) Generally payment shall be made on monthly basis within 21 working days after submission of bills.
b) The agency shall submit the bill with particulars of the booking, use, timing, etc as desired by the officer in fortnight basis.
c) In case the Taxi and Hotel rates are fixed at the ICSI end through its own contract, then the agency will only charge the service charge on the bills as per the agreed terms and conditions in writing. However, the agency will have to provide all the details on individual names of users.
d) In case of cancelled tickets the credit note shall be served within 15 days of the cancellation and the same will be submitted along with the submission of the whole bill.
e) The bills shall be verified by the concerned officer and approved by the competent authority by the ICSI.
f) All the payments shall be made by the ICSI through ECS mode and the agency will provide their ECS mandate for the release of the payment.
3.4 **PERIOD OF CONTRACT**
The Contract shall be initially for a period of one year and the same may be cancelled by the ICSI by giving one month notice in writing.

Further, the ICSI at its discretion may extend the contract for further period of two years on the terms and conditions as mutually agreed between the parties in writing.

3.5 **PRE-BID INSPECTION / SURVEY**
3.5.1 The bidder may visit the ICSI to have an understanding of the requirement, during working hours 9.am-5.00 pm excluding lunchtime 5 days a week except Saturdays, Sundays and other Gazetted Holidays.

3.6 **DAMAGE CAUSED TO INSTITUTION**
In case of any damage caused to the institution due to negligence, carelessness or inefficiency of staff of the agency the agency shall be responsible to make good the loss. The ICSI shall have right to adjust the damage / loss suffered by it from the security deposit or / and to charge penalty as decided by the Institute. Decision of the ICSI in this respect shall be final & binding on the agency.

3.7 **VALIDITY OF THE BID**
Bid shall remain valid for 120 days after the date of bid opening. The bid valid for a shorter period shall be rejected by the ICSI as non-responsive.

In exceptional circumstances, the ICSI may request the consent of the bidder for an extension to the period of bid validity. A bidder accepting the request and granting extension shall not be permitted to modify his bid.

3.8 **TERMINATION OF CONTRACT**
The Secretary or Chief Executive of the ICSI reserves the right to terminate the contract with an advance notice of one month without assigning any reason. The contract can also be terminated at the request of agency, with an advance notice of three month falling, which, the agency shall liable, to pay liquidated damages besides forfeiture of security deposit. The termination of contract shall not affect the work order already undertaken by the agency.
3.9 **FORCE MAJEURE:**

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (herein after referred to "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or cease to exist. In case of any dispute, the decision of Secretary or Chief Executive of the ICSI shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the ICSI shall be at liberty to take over from the Agency at a price to be fixed by the ICSI, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of operation which may be in the possession of the agency at the time of such termination, or such portion thereof as the ICSI may deem, fit except such material, as the agency may, with the concurrence of the ICSI, elect to retain.

3.10 **GENERAL LINE**

Whenever under this contract any sum of money is recoverable from and payable by the agency, the ICSI shall be entitled to recover such sum by Appropriating in part or in whole from the security deposit of the agency. In the event of the security being insufficient or if no security has been taken from the agency, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the agency or which at any time thereafter may become due to the agency under this or any other contract with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the agency shall pay the ICSI on demand the remaining balance due along with penalty.
3.11 **ARBITRATION**

3.11.1 In the event of any dispute arising between ICSI and the agency in any matter covered/ touched by this contract or arising directly or indirectly there from or connected or concerned with the said contract, the matter shall be referred to The Chief Executive of the ICSI who may himself act as sole arbitrator or may name as sole arbitrator an officer of ICSI notwithstanding the fact that such officer has been directly or indirectly associated with this contract. The decision / award of the Arbitrator shall be final and binding on the parties. Cost of Arbitration will be shared equally by the parties.

3.11.2 The place of the arbitration shall be at The ICSI House, 22, Institutional Area, Lodi Road, New Delhi.

3.11.3 The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.

3.11.4 The proceedings of arbitration shall be in English language.

3.12 **JURISDICTION**

In respect of any dispute arising between ICSI and the agency in any matter covered / touched this tender / contract or arising directly or indirectly there from or connected or concerned with the said contract, the courts at Delhi shall only have the jurisdiction.

3.13 **TERMINATION FOR DEFAULT**

The ICSI may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the agency, terminate this contract in whole or in part:

a. If the agency fails to deliver any or all the services within the time period(s) specified it the contract, or any extension thereof granted by the ICSI.

b. If the agency fails to perform any other obligations under the contract and

c. If the agency, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the ICSI may authorize in writing) after receipt of the default notice from the ICSI.

| d. | Without any notice or on a notice period of maximum of 30 days. |
3.14 TERMINATION OF CONTRACT

In the event the ICSI terminates the contract in whole or in part pursuant to above para the ICSI may hire the agency at the risk and cost of working agency under contract as ICSI deems appropriate. However the agency shall continue the performance of the contract to the extent not terminated.

3.15 RIGHT TO BLACK LIST

ICSI reserves the right to blacklist a party / bidder for a suitable period in case such party / bidder fail to honour his bid without sufficient grounds or found guilty for breach of condition /s of the contract or guilty of fraud and mischief and misappropriation or any other type of misconduct on the part of party(s) / bidder(s).

3.16 GENERAL TERMS & CONDITIONS

3.16.1 The requisition for railway / air tickets/bus must be taken by the agency from the authorized person of Administration or any person designated by the Chief Executive of the ICSI in writing for making to be making requisition of tickets. Any booking of tickets or any other travelling arrangements made by the agency on the requisition of unauthorized person shall not be considered for payment by the ICSI.

3.16.2 The e-tickets which will be sent to ICSI must contain in the subject line Name of the traveler, Sector and Date. The email must be sent to the authorized requestor and the traveler.

3.16.3 The Agency shall send the date wise statement of tickets with sector, name, date, and amount and with complete details thereto on every fortnightly basis to the ICSI.

3.16.4 The agency shall make the tickets on the least cost basis. Any change in requirement or schedule shall be addressed by the agency at the war footing basis. The ticket shall be booked within an hour during the official hour and within a day during the holidays. In case of reschedule, cancellation and urgent booking the agency shall take all necessary steps to provide the ticket within one hour.

3.16.5 The agency shall submit the bill with the desired description in time to the Head of the Directorate of Administration of the ICSI or any other person authorized by the ICSI.

3.16.6 The ICSI will deduct Income Tax at source under section 194- C of the Income Tax Act 1961 from the agency as per Govt. of India directions of such sum as income tax on the income comprised therein.
3.16.7 The Hotels/ Guest House or any accommodation if booked through the agency shall be near to the venue of the meeting/ office as desired by the Authorised Officer of the ICSI. The Agency shall ensure that the Cost of the hotel room or accommodation shall be within the entitlement limit of the person staying as per the ICSI Rules. The entitlement limit of the ICSI shall be taken by the Agency from the authorized officer of the ICSI. The agency shall ensure that all the facilities of the Hotels or accommodation to be provided to the individual(s) concerned. The agency shall be charge to ICSI hotel or accommodation charges only.

3.16.8 In case the Hotels/IIC/IHC etc. which have a rate understanding with ICSI, any service taken from the agency related to the same only service charge shall be paid by the ICSI.

3.16.9 The Agency shall ensure quality life in the Hotel/Guest House or accommodation. The agency shall ensure that the Guest must feel comfortable and any complaint shall be addressed on war footing basis.

3.16.10 The agency shall provide the visa facilitation services to ICSI on the requisition of the Authorised Officer of the ICSI. The service charge will be paid to the agency by the ICSI apart from the expenditure related to VISA processing.

3.16.11 Any requisition for Ticket or for any tour or travel arrangement shall be taken by the agency from the authorized Officer on of the ICSI.

3.16.12 The agency may be entrusted to make Tour &Travel programme of the ICSI on FIT or in Group basis and the agency shall ensure to provide the same at the sole prerogative of the ICSI.

3.16.13 The agency shall provide coupons of various airlines to the ICSI as per the demand and will endorse if required. In case of any arrangement of ICSI with any airline for ticketing or any other privilege services, the agency party shall honor the same without any prejudice. Presently ICSI has its arrangement with Indigo Airlines.

3.16.14 The agency shall put a travel service desk in ICSI in its own cost and responsibility.

3.16.15 Other terms as deemed fit may be communicated to the agency as mutually agreed.
3.17 **PENALTY**

The agency and the employees of the agency shall be held responsible for guilty of fraud, mischief, misappropriation or any other type of misconduct or breach of condition on the part of agency or his employee. The Chief Executive the ICSI may impose for the aforesaid misconduct or breach of condition on the agency a penalty of Rs. 500/- per instant apart from the right to terminate the contract, blacklisting of agency, forfeiture of security deposit / EMD and claim damages.

3.18 **SECURITY DEPOSIT**

3.20.1 The agency shall deposit an amount of Rs. 50,000/- (Rupees Fifty thousand only) as Security within one month with the ICSI for the entire duration of the contract for which no interest will be payable failing, which the EMD amount will be forfeited and contract shall be terminated. ICSI reserves the right to seize the security deposit if the agency terminates the services without any reason or found guilty of breach of condition /s of the contract or guilty of fraud, mischief, misappropriation or any other type of misconduct on the part of the agency.
SECTION-4
PART-II (FINANCIAL BID)

(This is the only document to be submitted in the Part (II) envelope of the financial bid)

Price Schedule (The tenders will be evaluated on the prices quoted)

The following is to be filled up without any cutting/overwriting/inking/erasing etc.

1. **AIR TICKETING (DOMESTIC)**

<table>
<thead>
<tr>
<th>PARTICULARS</th>
<th>IATA</th>
<th>NON-IATA</th>
<th>Remarks</th>
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<tr>
<td>Discount</td>
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<tr>
<td>Service Charge if any</td>
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2. **AIR TICKETING (International)**

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<th>PARTICULARS</th>
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<th>Remarks</th>
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<td>Service Charge if any</td>
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3. **Railway TICKETING**

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<tr>
<th></th>
<th>Service charge Rs. ----- per Ticket Normal</th>
<th>Service charge Rs.----- per Ticket Tatkal</th>
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<tbody>
<tr>
<td>Railway Reservation</td>
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<tr>
<td>Hotel Booking (Service Charge)</td>
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<tr>
<td>Visa Service Charges</td>
<td>Rs - per case</td>
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<td>Passport Service Charges</td>
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<td>If Booking through Credit Card</td>
<td>% Extra</td>
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<tr>
<td>In Case Contract Extended beyond 1 year (Service Charge Escalation)</td>
<td>Railway Ticket Rs /- per ticket</td>
<td>Non-IATA LCC Rs /- per ticket</td>
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<td>IATA</td>
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<tr>
<td>In Case Contract Extended beyond 2 year (Service Charge Escalation)</td>
<td>Railway Ticket Rs per ticket</td>
<td>Non-IATA LCC Rs /- per ticket</td>
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<td>IATA</td>
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<td>Other Terms</td>
<td>Any major changes in aviation industry in regards to commission would be intimated to ICSI and request of Modification with due approval of ICSI, the changes would be made.</td>
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Note: **Billing Amount:**

Separate Bill for
- Hotel / Guest House Bill
- Train Tickets Bill
- Air Tickets Bill
- Tour and Travels Bill

Date: 

(SIGNATURE): 

(NAME): 

(SEAL):
ACCEPTANCE CERTIFICATE

I………………………………(designation)………………………… of (Name of the Company) ……………………………

Hereby accept the above-mentioned Terms & Conditions along with Appendixes for the above Contract of ICSI, Lodi Road, New Delhi.

Signature

Company Seal