PART ‘A’

Sub: Tender for ‘Providing Security Services at ICSI-Noida Office’

The Institute of Company Secretaries of India (ICSI), a statutory body set up by an Act of Parliament. It is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India, and its Headquarters is located at “ICSI House” 22 Institutional Area Lodi Road New Delhi-110 003.

Sealed tenders are invited by The Institute of Company Secretaries of India (ICSI), “ICSI House” 22 Institutional Area Lodi Road New Delhi from experienced agency/contractors for “Providing Security Services” for the Institute’s Noida office located at C-37, Sector-62, Noida-201 301 (Uttar Pradesh) as per details given in Part’C’. The terms and conditions governing the tender are as under:

1. The sealed tenders are to be submitted in prescribed format on your business letter head duly stamped and signed and dated on each page of Part ‘A’ & ‘B’ and ‘C’ as their unconditional acceptance to the terms prescribed by the Institute. Details/supporting documents wherever applicable, if attached with the tender should be duly authenticated by the agency/contractor/s. No over-writings shall be accepted unless authenticated with full signature of the agency/contractor/s.

2. The contractor shall deposit an earnest money of Rs. 10,000/- (Rupees ten thousand only) by way of demand draft favouring “The Institute of Company Secretaries of India” payable at New Delhi. No other mode of remittance shall be accepted. The tenders found without EMD are liable to be rejected. The EMD of unsuccessful Agency/Contractor whose bid is not accepted shall be refunded without interest within 60 days of opening of the tender.

3. Each Tenderer shall submit the offer in two separate sealed envelopes, Part ‘A’ & ‘B’ along with EMD should be put in Envelop No. 1 (Please mark the envelope as “No.1 – Technical Bid”. Envelop No. 2 will contain only Part ‘C’ (Please mark the Envelope as “No.2 – Financial Bid”. Both the sealed envelopes bearing No. 1 and 2 are to be put in the main envelop i.e. Envelop No.3.
4. Sealed tenders addressed by name to Shri Sutanu Sinha, Chief Executive, The Institute of Company Secretaries of India may be sent at the Institute’s address mentioned below either by Registered Post /Speed Post/by dropping in the quotation box placed at IIIrd floor of ICSI Headquarters and it should reach **on or before 3.00 PM on February 10, 2014** duly mentioning on top left hand corner of the sealed envelope “Tender for Providing Security Services” due on February 10, 2014.

**Address:**

Shri Sutanu Sinha  
Chief Executive  
The Institute of Company Secretaries of India  
ICSI House, 22, (IIIrd Floor : Tender Box)  
Institutional Area, Lodi Road  
New Delhi-110003

5. The Institute shall not be liable for any postal delays and tender received after the stipulated time/date are liable to be rejected summarily without giving any reason.

6. The **Technical Bid** shall be opened on **February 11, 2014 at 10.00 AM** in the Institute at ICSI House, 22 Institutional Area, Lodi Road, New Delhi in the presence those tenderer(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 Central Government offices, the due date for opening of the bids will be the following working day at the appointed date, time & venue.

7. ICSI shall have the right to assess the competencies and capabilities of the Tenderer by going through the credentials given in the Technical Bid and on the basis of such credentials, ICSI may reject the candidature of the Tenderer without assigning any reason. In such case(s) the Financial Bid shall not be opened for that particular Tenderer.

8. 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.

9. Bid shall remain valid for 120 (One Hundred Twenty) days after the date of Bid opening.

10. The Contract period shall be initially for a period of two years which may be extended for further period on mutually agreed by both the parties. ICSI reserves the right to extend and/or curtail the contract period

11. The Institute also reserves the absolute right to alter/modify the scope of work; terms and conditions.
12. All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the arbitrator to be appointed by the Secretary of the Institute of Company Secretaries of India, New Delhi. The award of the sole arbitrator shall be final and binding on both the parties under provisions of the Arbitration and Reconciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force. Place of such arbitration proceedings shall be at Delhi.

13. The Institute 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 Institute will be final and binding on all concerned.

OTHER TERMS AND CONDITIONS:

1. Number of Security Guards mentioned in Part ‘C’ are tentative and Institute reserves the right to increase or decrease as per the requirement.
2. The rates quoted should include labour and statutory component relating to ESI, EPF, etc. and all taxes & charges agency/contractor and no further amount over and above the rate quoted shall be payable.
3. Subject to the requirement of Security Guards in respect of Institute’s ICSI-Noida building as indicated above in Part–’C’, the rates quoted by the Contractor/Agency shall be for providing ROUND THE CLOCK i.e. 24 hours security in shift duties of 8 hours by each security guard without break on all the days including Sundays and Holidays. The “TERM SECURITY SERVICES” shall have the widest connotation attached to it and shall broadly include security of movable/immovable property including records, keeping general vigil over visitors to prevent any mishap, detection and reporting of any untoward incidents/happenings etc. The Security Guard deployed shall be required to follow the instructions from the designated official/s at site.
4. The proposal shall clearly outline the total cost implication per Security Guard per 8 hours duty giving therein clear break-up of minimum wage component, PF contribution, ESI contribution, other statutory contribution and your service charges.
5. There will be no escalation in the price during entire contract period. However, if minimum wages is revised by the Government of Uttar Pradesh, the minimum wages will be revised.
6. The selected Contractor/Agency would start the Security Services in terms of work order issued within 7 days of its issue. The work order shall be operative for a period two years subject to provisions of term/s.
7. Security Guards being provided to the Institute must be attired in neat and clean proper uniform to be provided by the Agency/Contractor with separate identification badge. The security guard shall also equipped with whistles and torch lights with cells be arrange by the agency only for use during late hours/night. The guards deployed should be of sound health and preferably
in the age bracket of 21 to 45 years. The selected agency/contractor would be required to indicate the name/s of the Security Guards and supervisor along with their photographs, addresses, phone numbers & Police verifications for maintaining records with the Institute for security reasons.

8. The Contractor/Agency will be fully responsible for the conduct and behavior of the Security Guard/s deployed in the Institute and any loss or injury arising out of his work/conduct at the premises of the Institute will be sole responsibility and liability of the Contractor/Agency. The Security Guards while in the office shall ensure proper decorum and discipline commensurate with office environment and they shall devote their full attention while in office towards the Security Services assignment only. Further the Security Guard/s deployed shall perform the activities of Security Guards only and under no circumstance they shall attend to any other work of the Office.

9. The safety/security of the Security Guards deployed for work shall be the responsibility of Contractors/Agencies and the Institute will not be responsible in any way for any accident if any or any other damage arising out of or occurring during the course of performance of Security Services by your Security Guards under the terms of the work order in the premises of the Institute. If required, under any statute, you will take the necessary insurance coverage at your own cost for the Security Guards deployed by you in the Institute’s premises.

10. The assignment of the Security Services is purely JOB WORK IN NATURE and the guards deployed by the tenderer shall remain on your pay rolls only and you shall be solely responsible for all the payments to the Security Guards including salary as per minimum wages and/or any other benefit, compulsory payments under various labour legislations and other statures in force.

11. The amounts claimed by the Contractor/Agency in respect of various statutory contributions shall be deposited by the contractor/agency with appropriate authority (ies) and agency shall also maintain relevant registers/records as per the statutory requirements. You shall also under take to indemnify and keep indemnify at all times the Institute in the event of failure by the contractor/agency to adhere to the provisions of various statutory enactments as currently in force/as may be amended from time to time.

12. The successful Bidder will submit the performance guarantee/security deposit for amounting Rs. 20,000/- (Rupees Twenty Thousand only) and shall be retained two months beyond the period of contract. The agency shall not be entitled to any claim or receive any interest on the amount of performance guarantee. This may be also submitted in the form of bank guarantee as per the format given in Annexure-I is to be submitted immediately within 7 days after 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 agent or any failure on the part of agent in fulfillment of terms and conditions of the contract and conditions contained in the
agreement. The bank guarantee should be valid up to two months beyond the expiry of contract period.

13. The Agency/Contractor/Security Guard/s deployed at the site shall not accept any direction or instructions either verbal or written from any staff member of the Institute unless the same pertains to Security and have been issued by the Secretary or Chief Executive of the Institute or an official authorized by him in regard to the work assigned.

14. The selected Agency/Contractors shall be fully responsible for any damage whether caused by any overt/covert-act or omission to Institute’s movable/immovable property/records. The Contractor/Agency shall indemnify the Institute for any loss/damages as may be caused due to negligence/derection of duties by the security guards and shall make good the loss/damages such sustained which would be apart from any other legal remedy as may be available to Institute under any Civil/Criminal enactment in force.

15. The selected Agency/Contractor shall submit monthly bill against acknowledgement at the Institute’s Receipt and Issue Section on or before 2\textsuperscript{nd} day of the succeeding month. The bill if found in order in all respects will be processed for release of payment by the 7\textsuperscript{th} day of each month or within 5 days from the date of submission of the bill whichever is later.

16. The work order can be terminated by either party by giving one month clear notice in writing and during the period of such notice the performance of work order by both the parties shall continue. On termination of the contract for any reason whatsoever, the selected agency/contractor will remove their manpower and material forthwith from the premises of Institute.

17. Notwithstanding the provision of Term-15, the work order shall be liable to be terminated forthwith at Institute’s sole discretion in the event of contravention of terms and conditions as stipulated above. The term “CONTRAVENTION” shall include “acts” as well as “omissions”.

18. Further clarification, if any, Ms. Renu Chugh, Assistant Director at telephone No. 0120-4200092 may be contacted on any working day during office hours.

\textit{Date: January 31, 2014} \\
\hspace{1cm} ( B PRADHAN ) \\
\hspace{1cm} JOINT DIRECTOR
1. Name and Address of the Company/Agency

2. Nature of Ownership-
   Private/Public/Company/Proprietorship/Partnership
   (Please provide details with documentary evidence)

3. Name & Designation of Contact persons
   (with Tel. No. Fax, Mobile No. E-mail)

4. Income Tax Permanent Account Number

5. Banker’s Name and Address

6. EPF Regn. No.

7. ESI Regn. No.

8. Service Tax No.

9. Details of Experience to whom the Security Services are provided
   (Please attach annexure(s) in the following format: Organization’s Name with
   Address, number of manpower deployed, contact person/s reference Tel.
   No.)

10. Details of EMD enclosed

11. Any other, please specify with documentary evidence

Date: Signature of the Authorized Signatory with Seal of the Agency/ Firm
1. In consideration of **INSTITUTE OF COMPANY SECRETARIES OF INDIA, NOIDA OFFICE** (hereinafter called the Institute), having its head office at ICSI House, 22, Institutional Area, Lodi Road, New Delhi, 110003 agreed to permit M/s. _____________ (hereinafter called the said Agent) to provide security related services on its behalf as custodians of the Institute on the terms and conditions of the agreement for and on production of a Bank Guarantee for **Rs. 20,000/- (Rupees Twenty Thousand only)**. We, ______________ promise to pay to Institute, an amount not exceeding **Rs. 20,000/- (Rupees Twenty Thousand only)** against any loss or damages caused to or suffered by Institute, by reason of any failure of the Agent to provide security services in contravention of the terms and conditions in the said agreement.

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 Agent 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. 50,000/- (Rupees Fifty Thousand 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, 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 housekeeping contract 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 agent and to forebear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said agent 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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TENDER FOR PROVIDING SECURITY SERVICES AT ICSI-NOIDA OFFICE

PART –‘C’ (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 Security Services 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 –

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA
C-37, Sector -62, Noida, UP – 201301

C. Format for submission of offer:

Offer for each Security Guard is to be given as per the format at Annexure-II. However, total nos. of Security Guards required ROUND THE CLOCK i.e. 24 hours security in three shift duties of 8 hours by each security guard without break on all the days including Sundays and Holidays; are to be finalized/deployed as per the shift wise requirement of the Institute. For inspection and assessment of total manpower required category wise, following official of the Institute may be contacted.

Ms. Renu Chugh
Administrative Officer
Ph.: 0120 – 452 2092

Name of the Agency:

Seal:

Place: Signature:

Date: Designation:
### Annexure - II

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item</th>
<th>Unit Rate (Rs.) for deployment of Security Guard</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td>Basic wages + DA</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Statutory components</td>
<td></td>
</tr>
<tr>
<td>(a)</td>
<td>PF</td>
<td></td>
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<tr>
<td>(b)</td>
<td>ESI</td>
<td></td>
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<tr>
<td>(c)</td>
<td>Leave Compensation</td>
<td></td>
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<tr>
<td>(d)</td>
<td>Gratuity</td>
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<tr>
<td>(e)</td>
<td>Bonus</td>
<td></td>
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<tr>
<td>(f)</td>
<td>Cost towards uniforms (one time cost yearly)</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><strong>Total per Security Guard</strong></td>
<td></td>
</tr>
</tbody>
</table>

Total nos. of guards required round the clock 24 hours in three shift duties of 8 hours each (approx.) = 7 (Seven)

Name of the Agency:

Seal:

Place: Signature:

Date: Designation: