

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA (“ICAI”)

NEW DELHI

TENDER

FOR

**Outsourcing Centralised Distribution Services to Dispatch/ Distribute
Across the Country and Abroad ICAI Study Materials/ Publications to
its Students, Members and Other Stakeholders Including Online Sales
Thereof**

Tender No. - CDS/23-24/001

PART - I (TECHNICAL & COMMERCIAL CONDITIONS)

Name of Bidder: _____

Address: _____

Date of Issue of Tender : 6th October 2023

Last Date of Submission : 27th October 2023 upto 3.00 p.m.

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THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA (ICAI)
(Set up by an Act of Parliament)

NOTICE INVITING TENDER (Press)

For

**Outsourcing Centralised Distribution Services to Dispatch/ Distribute
Across the Country and Abroad ICAI Study Materials/ Publications to
its Students, Members and Other Stakeholders Including Online Sales
Thereof.**

Sealed tenders in prescribed formats are invited from reputed, established and experienced service providers (reputed courier/ book dispatch agencies/ E-Commerce marketplace players) for **Outsourcing Centralised Distribution Services to Dispatch/ Distribute Across the Country and Abroad ICAI Study Materials/ Publications to its Students, Members and Other Stakeholders Including Online Sales Thereof.** Last date for submission of Bids is **27th October, 2023 upto 3.00 p.m.** The tender document along with detailed terms and conditions is available at ICAI's website i.e. www.icai.org.

Secretary, ICAI

**THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA (ICAI)
'ICAI Bhawan', Indraprastha Marg, New Delhi - 110 002**

Notice inviting Tender (Website)

Outsourcing Centralised Distribution Services to Dispatch/ Distribute Across the Country and Abroad ICAI Study Materials/ Publications to its Students, Members and Other Stakeholders Including Online Sales Thereof

ICAI invites sealed tenders in Two-bid system (Technical and Financial bid) in two separate envelopes from reputed, established and experienced service providers (reputed and authorized courier/ book dispatch agencies/ E-Commerce marketplace players) for **Outsourcing Centralised Distribution Services to Dispatch/ Distribute Across the Country and Abroad ICAI Study Materials/ Publications to its Students, Members and Other Stakeholders Including Online Sales Thereof .**

Regions	States	Earnest Money Deposit (Amount in Lacs)	Performance Security (Amount in Lacs)
Northern Region	Chandigarh, Delhi, Haryana, Himachal Pradesh, Jammu & Kashmir, Punjab	4.00	8.00
Southern Region	Andaman & Nicobar Islands, Andhra Pradesh, Karnataka, Kerala, Lakshadweep, Pondicherry, Tamil Nadu, Telangana	14.00	28.00
Central Region	Bihar, Chhattisgarh, Jharkhand, Madhya Pradesh, Rajasthan, Uttar Pradesh, UTTRAKHAND	9.00	18.00
Western Region	Goa, Gujarat, Maharashtra, Dadra Nagar Haveli, Daman & Diu	14.00	28.00
Eastern Region	Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Odisha, Sikkim, Tripura, West Bengal	6.00	12.00
Total Amount		47.00	94.00

All the Regions are independent, and bidder should try to quote for all the Regions as per his/its choice subject to fulfillment of the eligibility criteria & other norms laid down/ prescribed in the Tender Documents and deposit EMD amount accordingly.

Relevant Information at a Glance

1	Scope of Work:	Collection of books from printers/ Noida stores, Transportation, Handling, Storage, packing, Dispatch and distribution/delivery of ICAI study materials to its students, members and other Stakeholders including online sales thereof on Pan India basis including International.
2	Issue of Tender Document:	Tender document can be downloaded from the website of The Institute of Chartered Accountants of India (ICAI) i.e. www.icai.org from 6 th October 2023 onward.
3	Cost of tender:	Rs.2360/- (Incl. 18% GST) (Rupees Two Thousand Three Hundred Sixty Only) (non-refundable) shall be paid through following link. https://easypay.axisbank.co.in/easyPay/makePayment?mid=NDIzNjY%3D OR in the Bank Account of ICAI, details of which is given at page No. 64 OR in the form of account Payee Demand Draft/Pay Order from any Nationalized/Scheduled Commercial Bank drawn in favour of 'The Secretary, The Institute of Chartered Accountants of India' payable at New Delhi , to be enclosed with the technical bid in a separate envelope.
4	Submission of Tender:	Sealed tender including both part (Part I and Part II) shall be submitted in Sealed envelopes as per instructions to Tenderers on or before 27th October 2023 at 3.00 P.M.
5	Pre-bid Meeting:	Virtual pre-bid meeting will be held on 13th October 2023 at 11.00 A.M. Link will be uploaded on www.icai.org prior to the date of meeting.
6	Opening of Tender:	The Technical bids shall be opened in the presence of the authorized representative of the tenderers who may choose to be present at date and time mentioned at ICAI website. The Tender will be opened even if bidders choose not to be present on the date and time specified for opening of the tender.
7	Validity:	Tender shall be valid for a period of 120 days for acceptance from the last date of submission of Bids.
8	TDS (Income tax):	TDS as applicable shall be deducted from bills.
9	Contract	Contract period will be initially, valid for a period of

	Period:	3 years' subject to review of performance of Vendor on yearly basis. ICAI shall evaluate the performance of the Vendor, if services rendered by the Vendor is not found satisfactory by the ICAI, ICAI reserves its right to terminate the contract before completion of 3 years' period. Further, after completion of three years, if the service of the Vendor is found satisfactory the contract may be extended further on the same terms and conditions with limitation of the enhancement of maximum of 10% from the previous Rate.
10	Earnest Money Deposit:	Interest Free refundable Earnest Money Deposit (EMD) shall be paid either through the link below https://easypay.axisbank.co.in/easyPay/makePayment?mid=NDIzNjY%3D OR in the Bank Account of ICAI details of which is given at page No. 64 OR in the form of account Payee Demand Draft, Banker's Cheque or Bank Guarantee from any of the Nationalised/ Scheduled commercial banks drawn in favour of "The Secretary, The Institute of Chartered Accountants of India" payable at New Delhi as indicated herein above.
11	Performance Security:	Performance Security as indicated herein above at page No. 4 or 10% of the total value of Contract, whichever is more, in the form of Security Deposit or Bank Guarantee or partly in the form of Security Deposit and partly in the form of Bank Guarantee issued by the Nationalised/ Scheduled Commercial Bank in favour of "The Secretary, The Institute of Chartered Accountants of India" , payable at New Delhi have to be submitted by the successful bidder within 7 days of receipt of Letter of Intent or within such extended time as may be given by ICAI. On the receipt of Performance Security either in the form of Bank Guarantee or Security Deposit or both, EMD amount of successful bidder/s will be returned. No interest shall be paid on the EMD amount.
12	Amount in words:	The Bidder shall write the financial bid rate/amount in Rupees, both in figures and in words also. In case of discrepancy, the amount in words shall be treated as final.
13	Out of pocket expenses:	All out of pocket expenses shall be borne by the bidder only.

14	Overwriting:	Over writing must be avoided. In case of overwriting, the same is required to be authenticated by stamp and signature by the Bidder/ authorised representative at each place.
15	Stamp & Signature:	The Bidder shall Stamp and sign the Tender at places indicated.

Other Information:

1. ICAI reserves all rights, to reject any tender / bid at any time, any stage and/or fully or partly or whole process and/or for particular service provider and also reserves all rights at any time to add, alter, modify, change, edit & delete any item/s and/or condition/s at any stage and/or time or vary all or any of the terms and conditions or replace fully or partly for whole process and/or for particular service provider or vary all or any of these terms and conditions or replace without assigning any reasons whatsoever. In this regard the decision of ICAI shall be final and binding on all the participants/bidders.
2. All Service providers including those already empanelled with ICAI may apply in this tender process subject to fulfilment of their eligibility criteria as per terms and conditions of this tender document.
3. Any bidder/empanelled Service Provider or vendor who has ever been rejected on any ground by ICAI or on grounds of unsatisfactory performance or for providing false information advertently or inadvertently during any of the tender process of the ICAI in the last 5 years are barred to participate in this tender process and their bid, if submitted by them, is liable to be rejected.
4. Canvassing in any form in connection with tender is a disqualification and the tender submitted by a Tenderer who resorts to canvassing is liable to be rejected. And the EMD deposited with the tender may also be forfeited.
5. ICAI reserves the right to verify the particulars furnished by the tenderer / bidder, independently.
6. In no case, the request of bidder for change or modification of any of the terms and conditions of the Tender including terms and conditions related to payment shall be entertained.
7. In case of change/amendment in any of the condition(s) of the Tender, ICAI may issue corrigendum/addendum to this tender by notifying the same at www.ica.org. **The Bidders are advised to visit the website frequently to check for any addendum/corrigendum.**

8. ICAI reserves the right to award contract in full or in part to one or more bidders without assigning any reason, whatsoever.
9. ICAI also reserves the right not to accept the lowest bid considering the past performance or any other reasons. The decision of ICAI will be binding to all bidders.
10. Bidding in consortium is not allowed for this tender. Bids received from a consortium of bidders will be rejected summarily.
11. No Bidder shall submit more than one Bid. If a bidder submits more than one bid, the ICAI may at its discretion either reject both the bids or the bid with lower rate quotation may be considered

SECTION – I

INSTRUCTIONS TO BIDDERS

1.0 TENDER DOCUMENTS, CLARIFICATION AND ADDENDUM

1.1 TENDER DOCUMENT

1.1.1 Complete set of Tender Documents can be downloaded by the bidder from ICAI website **www.icai.org**. Bidder shall submit the Tender Documents duly signed and stamped on each page of tender in token of his acceptance along with his bid. The cost of the tender document i.e. **Rs.2360/-** (inclusive of GST) is to be submitted along with the sealed Technical bid. The non-submission of cost of tender form shall lead to rejection of the bid.

1.1.2 The Bidder shall keep its bid valid for minimum for 120 days from the last date of submission of the bid.

1.1.3 Tender documents received after the stipulated date and time shall not be entertained. The ICAI shall not be liable for any postal delays or whatsoever and Bids received after the stipulated time and date shall be rejected summarily without giving any reason.

1.1.4 In case of incomplete Bid submissions, ICAI shall be under no obligation to give the bidder an opportunity to make good such deficiencies and ICAI may at its discretion treat such bids as incomplete and not consider for further evaluation.

1.2 CLARIFICATION REQUESTS BY BIDDER

1.2.1 Although the details presented in this Tender Documents consisting of conditions of contract, scope of work and technical specifications have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood. In case of ambiguity, the bidder may seek clarification from ICAI.

1.2.2 Bidder shall examine the Tender documents thoroughly in all respects before submitting his bid.

1.2.3 Any failure by Bidder to comply with the aforesaid requirement shall not absolve the Bidder from liability, even subsequent to award of contract, from performing the work in accordance with the tender Documents.

1.3 AMENDMENT OF TENDER DOCUMENT

1.3.1 ICAI may, for any reason whether at its own initiative or in response to the clarification requested by the prospective Bidder, issue amendment/ corrigendum in the form of addendum during the Bidding period and subsequent to receiving the bids. Any addendum thus issued shall become part of the Tender document and Bidder shall submit 'original' addendum duly signed and stamped in token of his acceptance. **The Bidders are advised to visit the website www.ica.org frequently to check for any addendum/corrigendum.**

1.3.2 For addendum/corrigendum issued during the Bidding period, Bidder shall consider the impact in his Bid. For addendum/corrigendum issued subsequent to receiving the Bids, Bidder shall follow the instructions issued along with addendum/corrigendum with regard to submission of impact on quoted price/revised price, if any.

1.4 CLARIFICATION & ADDITIONAL INFORMATION

1.4.1 In case of change in Scope of Work during the tendering process, ICAI may at any time but before opening the technical or financial bid, as the case may be, request the Bidders to submit revised Technical / Financial Bids, as the case may be, and/or Supplementary Financial Bids.

1.4.2 During the evaluation, the ICAI may at its discretion, ask the Bidder for clarification of its bid, additional documents and the same has to be provided within the time period as specified by ICAI and in case of a default, it will be deemed that bidder has no clarification to submit and the bid is liable to be evaluated and/or rejected accordingly. The request for clarification and the response shall be in writing and in clarification no change in the date of submission, price or substance of the bid shall be sought, offered or permitted.

1.5 CONFIDENTIALITY OF DOCUMENT

Bidder shall treat the Bidding document and the contents thereof as confidential.

2.0 EARNEST MONEY DEPOSIT

2.1 The bid shall be accompanied by (interest free & refundable) Earnest Money Deposit (EMD), as per the specifications stated at page No. 4, which may be submitted/accepted in the form of online mode/offline. The EMD can be paid through the link below <https://easypay.axisbank.co.in/easyPay/makePayment?mid=NDIzNjY%3D>

OR

The EMD may also be submitted in the Bank Account of ICAI details of which are given at page No. 64.

OR

The EMD may also be submitted in the form of Account Payee Demand Draft, Banker's Cheque or Bank Guarantee issued by any of the Nationalised/ Scheduled Commercial bank in favour of **"The Secretary, The Institute of Chartered Accountants of India"** payable at **New Delhi**.

No interest shall be payable on EMD under any circumstances.

- 2.2 If the bidder, after submission, revokes his bid or modifies the terms and conditions thereof during the validity of his bid except where ICAI has given opportunity to do so, the Earnest Money Deposited (EMD) submitted by Bidder shall be forfeited.
- 2.3 Besides other terms and conditions, the EMD shall also be forfeited in following case:
 - (i) The Bidder unilaterally modifies its application price any time after submission of Bid or after being declared as successful bidder.
 - (ii) The bidder withdraws its/his offer during the period of tender validity.
 - (iii) Of a non-acceptance of Letter of Intent/ Work Order by the successful Bidder.
 - (iv) Bidder fails to furnish Performance security within 7 days from the issuance of Letter of Intent /award of the work / Work Order or within such extended time as may be given by ICAI.
 - (v) Successful bidder fails to commence the work within the stipulated time period prescribed in the Contract.
 - (vi) The successful bidder refuses/fails to execute the Agreement or furnish the Performance Security within stipulated time.
 - (vii) The Bidder, at any stage, is found to be indulged in Canvassing or indulge in fraud, corruption, Bid Rigging, Collusive Bidding or any of the corrupt practices in any form in connection with tender.
 - (viii) The Bidder is found to be suppressing the information or furnishing wrong information or information which is misleading, false and/or submitting documents which are fabricated or forged.
 - (ix) Unless extended in writing on non-furnishing of Insurance Policy in original within stipulated time after issuing of LOI/ work order.
 - (x) The successful bidder fails to honour or refuses to comply with or modifies any or all terms and conditions of the tender.

The EMD of unsuccessful bidder shall be returned only after finalization of the tender process. No interest shall be paid on the amount of Earnest Money and Performance Security.

- 2.4 ICAI may at any time cancel or withdraw the invitation to bid /Tender process without assigning any reason and in such an event the earnest money deposited by the Bidder shall be refunded without any interest thereon.
- 2.5 EMD is to be submitted by all bidders.
- 2.6 The Bid not accompanied with EMD as aforesaid shall be rejected forthwith.

3.0 SCHEDULE OF RATES

- 3.1 The schedule of Rates shall be read in conjunction with all other sections of Tender documents.
- 3.2 The rates quoted by the bidder shall be firm and fixed for the period of the tendered work, unless stated otherwise. **The rates quoted by the Bidder shall include all taxes, duties & levies including GST and any cess thereon.**
- 3.3 Rates must be filled in the Financial Bid enclosed hereto as part of Tender document. If quoted in separate typed sheets and any variation in description is noticed, the bid is liable to be rejected. In any case, bidder shall be presumed to have quoted against the description of work and the same shall be binding on the bidder.
- 3.4 Rates quoted shall be in Indian Rupees only.
- 3.5 Bidder shall quote rates both in figures as well as in words. In case of any discrepancy in the rates quoted in figures and words, rate quoted in words shall be considered as final.

4.0 SUBMISSION OF BID

- 4.1 The Technical and Financial bids should be submitted in two separate sealed envelopes placed in third envelope clearly mentioning as under:

“Part -I: Technical Bid for Outsourcing Centralised Distribution Services to Dispatch/ Distribute across the country and abroad ICAI Study Materials/ Publications to its Students, Members and Other Stakeholders Including Online Sales Thereof” and

“Part – II: Financial Bid for Outsourcing Centralised Distribution Services to Dispatch/ Distribute across the country and abroad ICAI Study Materials/ Publications to its Students, Members and Other Stakeholders Including Online Sales Thereof”. FINANCIAL BID ENVELOPE SHALL CONTAIN ONLY THE FINANCIAL BID & rates be offered in unambiguous manner in the prescribed Schedule of Rates Format.

Both the sealed envelopes to be put into another sealed envelope and it should be superscribed as **“Tender for Outsourcing Centralised Distribution Services to Dispatch/ Distribute Across the Country and Abroad ICAI Study Materials/ Publications to its Students, Members and Other Stakeholders Including Online Sales Thereof”**, failing which ICAI shall assume no responsibility for the misplacement or premature opening of the bid.

(A) PART- I TECHNICAL PART

This part shall contain Technical Bid only. Technical Bid disclosing prices shall be summarily rejected.

4.2 The following information/copies of the documents have to be attached:

- a) DD/online payment receipt of the Tender Fees.
- b) BG/ Banker cheque / DD/ Online payment receipt with regard to Earnest Money Deposit (EMD) as applicable.
- c) Complete tender document duly signed & sealed.
- d) Duly filled in Annexure – I, II, III, IV and V.
- e) All the supporting documents as mentioned in the Tender Document.
- f) Any other relevant document, Bidder desires to submit
- g) **Composition** – Full particulars (whether service provider is an individual, or a partnership firm, or a LLP or a company etc.) of the composition of service providers in detail should be submitted along with name(s) and address(es) of the directors/ partners, copy of the Articles of Association and Memorandum of Association, in case the bidder is a company Board Resolution/Power of Attorney/any other relevant document, in case of partnership firm, copy of partnership deed.
- h) **Work experience & completion of similar works during the specified period** – Sample copies of the detailed work orders indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed as proof of the work experience.
- i) **Turnover during the specified period** – ITR and Audited Balance sheets duly certified by a Chartered Accountant for the following 3 **Financial years** i.e. **2022-23, 2021-22 & 2020-21** to be enclosed.
- j) **Name(s) & address (es) of the bankers of the Tenderer and their contact details.**

k) Attested Copy of **PAN Card and GST Registration Certificate**

(B) PART-II FINANCIAL (RATE) BID

The Financial bid of only those bidders, whose Technical Bids are accepted, shall be opened.

- a) Priced Part shall contain rates in the prescribed format.
- b) No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in Price part of bid or in any other part of the bid. ICAI shall not take cognizance of any such statement and may at their discretion reject such price bids.
- c) Bidders are advised NOT to mention Rebate/Discount separately, either in the rate format or anywhere else in the offer. In case bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the Rates and indicate the discounted unit rate(s) only.
- d) In case, it is observed that any of the bidder(s) has/have mentioned Discount/Rebate separately, the same shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest bidder, the Discount/Rebate offered by the bidder shall be considered for Award of Work and the same shall be conclusive and binding on the bidder.

5.0 DATE, TIME & PLACE OF SUBMISSION

- 5.1 The sealed quotations are to be submitted on the **business letter of the bidder** duly stamped and signed and dated on each page. Details/supporting documents wherever applicable, if attached with the quotation should be duly authenticated by the bidder. No over writings shall be accepted unless authenticated with stamp and full signature of the bidder.

The sealed envelope (as mentioned at 4.1 herein above) duly super scribed “**Tender for Outsourcing Centralised Distribution Services to Dispatch/ Distribute Across the Country and Abroad ICAI Study Materials/ Publications to its Students, Members and Other Stakeholders Including Online Sales Thereof**” should be addressed to and sent at the address given below either by registered post/speed post / by dropping in the tender box, placed near **Security Control Room at Ground Floor of the Annexe Building of the Institute’s Head office. The sealed quotations should reach us on or before 27th October 2023 upto 3.00 p.m.**

MAILING ADDRESS:

**The Secretary,
The Institute of Chartered Accountants of India,
ICAI Bhawan,
I.P. Marg, New Delhi – 110002.**

For any clarification, please mail at **rajesh.sharma@icai.in** and **ginni@icai.in**

- 5.2 Quotations received after the stipulated date and time shall not be entertained. The ICAI shall not be liable for any postal delays whatsoever and quotations received after the stipulated time/date are liable to be rejected summarily without giving any reason.
- 5.3 In case of incomplete submissions, ICAI shall be under no obligation to give the bidder an opportunity to make good such deficiencies and ICAI may at its discretion treat such bids as incomplete and not consider for further evaluation.

6.0 BID OPENING AND EVALUATION

6.1 OPENING OF TECHNICAL BID

- 6.1.1 Date and time will be mentioned at ICAI website on which Part-I i.e. Technical Part shall be opened in the presence of the bidder or authorized representative of the Tenderers who may choose to be present. Tenders may be opened even if no bidder is present on the specified date and time for opening of the tenders.
- 6.1.2 In case of any change in date and time of opening the Technical Bid, the same will be notified at ICAI website.

6.2 BID EVALUATION CRITERIA

- 6.2.1 Bid is the responsibility of bidder and no relief or consideration can be given for errors and omissions made by the Bidder inadvertently or advertently. Bid with incomplete information is liable for rejection.
- 6.2.2 In the first stage, technical bids shall be evaluated as per the requirements specified in the tender documents and thereafter the financial bids of the technically qualified bidders shall be opened.
- 6.2.3 Non-submission of details / documents as per Para 4.2 specified at pages no. 13 above may lead to rejection of Bid.

6.2.4 Bids will be evaluated as per the Evaluation Criteria as given at **Section – V.**

6.3. DETERMINATION OF RESPONSIVENESS

6.3.1 Prior to the financial evaluation of Bids, ICAI shall determine whether each Bid is substantially responsive to the requirements of the Bidding document.

6.3.2 For the purpose of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions and specifications of the bidding document without any deviation or reservation.

6.3.3 If a Bid is not substantially responsive to the requirements of the Bidding documents, it shall be rejected by ICAI.

6.4 UNSOLICITED POST BIDDING MODIFICATIONS

Bidders are advised to quote strictly as per terms and conditions of the bidding document and not to stipulate any deviations / exceptions. Once quoted, the Bidder shall not make any subsequent changes, whether resulting or arising out of any technical / commercial clarifications sought on any deviations or exceptions mentioned in the Bid. Any proposal for price change is likely to render the Bid liable for rejection.

6.5 OPENING OF FINANCIAL BID

Any effort by Bidder to influence ICAI processing of Bid or award decisions may result in rejection of such Bids. In addition to the rejection of bids, the EMD submitted by such bidders may also be forfeited.

The Financial Bids of only those bidders, whose bids are considered technically acceptable, shall be opened.

7.0 OTHER CONDITIONS:

7.1 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'. Use of abbreviation is not permissible. 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
- 7.2 The terms and conditions (i.e. all the pages of Bid documents) in original must be signed by authorized signatory, with date and full name and stamped on each page. Overwriting should be avoided. Correction, if any, shall be made by neatly crossing out with full signature, dating and rewriting. All pages of the Tender document shall be numbered and submitted as per the instructions given herein.
 - 7.3 While submitting the quotations, indicate the rate inclusive of all statutory levies, GST, taxes, charges, floating insurance coverage, packing and packing material, handling, storage, pickup from printers, dispatch and delivery and cartage etc. No component of cost would be paid separately.
 - 7.4 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/ Chief Financial Officer or of equivalent position.
 - 7.5 Applicant is required to disclose the Information on any litigation in which the applicant was involved during the last Five years, including any current litigation.
 - 7.6 Any payment that may be made by ICAI in respect of the work done in terms of the tender shall be subject to income-tax and any other applicable taxes deductible at source at the rate in force from time to time.
 - 7.7 The Bidder should have web-based tracking system on real time basis and established grievance redressal cell for resolving queries of consignees regarding the deliveries. Service provider/ vendor needs to give MIS reports on daily basis or as per the need.
 - 7.8 Service provider/ vendor shall provide printed envelope, printed tape, printed strip, carton (coloured) for all sizes depicting Brand name of ICAI. The agency, at their own cost shall fill up the packing material on the basis of consumption of packing.
 - 7.9 The Bidder should have packaging system in place for packing and dispatching the books to consignees.
 - 7.10 Bidder should have offices at ICAI Printers' city. Presently, ICAI printer/s are located at Agra, Palghar, Mumbai, Jhansi, Faridabad, Greater Noida. In future, ICAI may also have other printer at different locations. Bidder should also be ready to open more than one secured storage facility at any other place/city where ICAI may engage printer/s or within the radius of 100 kms/2-3 hours distance of such city.

- 7.11 ICAI may depute its official/s for on-the-spot inspection during execution of the order or anytime at the premises of the service provider/ vendor /s for which all cooperation shall be extended by them.
- 7.12 The rates quoted should be **inclusive of all insurance, pickup charges from printers/ Noida Stores, transportation, storing, packing materials, packing, handlings, dispatch/ delivery charges, miscellaneous charges and GST/taxes etc.**
- 7.13 An Agreement shall be signed on non-judicial Stamp Paper of value Rs. 100/- by both the parties within 15 (fifteen) days of receipt of Letter of Intent by the service provider/ vendor, or within such extended time as may be allowed by ICAI in writing, for a period of 3 year subject to review of performance of service provider on yearly basis. ICAI shall evaluate the performance of the service provider, every year. If services rendered by the service provider is not up to the expectation of the Institute, the Institute has every right to terminate the contract any time without assigning any reason. The offered rates shall remain unchanged for the period of contract and no upward escalation in prices shall be allowed on ground like hike in packing material, raw material, diesel prices, increase in foreign currency etc. with an option to extend it further on mutual acceptance/negotiation.
- 7.14 Finalised rates will be valid for a period of 3 years. No upward revision whatsoever be entertained on any grounds during the validity of the agreement. However, any subsequent revision in the Rates at the time of renewal shall be on the same terms and conditions with limitation of the enhancement of maximum of 10% from the previous Rate.
- 7.15 In case online orders (i.e. loose books orders) exceeds 5000 in a day, in such a case one extra day will be given to pack and dispatch online orders.
- 7.16 Group/ Both Group wise kits will be made available from the Printer's location. Bidder has to paste address slips and dispatch these kits on day-to-day basis to the consignee.
- 7.17 Existing service provider/ vendors of ICAI also needs to submit financial credentials along with this tender document. On empanelment, they need to submit a Bank Guarantee as indicated at page no. 4 in the tender document toward performance security.
- 7.18 In case of shipment booked for no service area of courier company, it must be sent by speed post of Indian postal service from the original store location on the same day of receipt of order. Actual cost of the same shall be payable in such cases without any commission or handling charges etc. However total responsibility till delivery of the order will be of courier company. Original hard copy of booking slip to be submitted to ICAI. The courier company is required to ensure that the material is delivered to the stakeholder timely and in proper condition i.e. without damages to the material.

- 7.19 The Service Provider shall be fully responsible and answerable to the ICAI for performance of the obligations entrusted to them under the contract and also liable for any commission/ omission by the employers/ representatives deployed by the Service Provider.
- 7.20 The Service Provider shall exercise due care and caution while transporting the consignments to avoid any damage or loss at any stage. The Service Provider shall be responsible for the safety of the consignment in their custody. ICAI shall be at liberty to recover all the damages or any payable amount from the Service Provider's monthly bills, if the Service Provider fails in taking care of the consignment in its custody.
- 7.21 All the material shall be deemed to be in the possession of the Service Provider and in its care and custody, at its risk and responsibility from the moment they have been handed over to and accepted in writing by the Service Provider or its representative at the pick-up point and till such time they are delivered to the addressees under proper acknowledgement.
- 7.22 The Service Provider shall be responsible for any mishap, accident en-route, the consequences thereof including legal compensations, if any, and payable during the execution of the contract. The ICAI shall not be in any way responsible for any accident or damages incurred or claims arising therefrom during the period of the contract.
- 7.23 The Service Provider shall pay all levies, fees, taxes and charges including inter state permits if any to appropriate authorities / other bodies as required by them under the rules for vehicles, employees or workers engaged by them. These charges shall be borne by the Service Provider. If any amount in this regard is paid by the ICAI, same will be deducted/ recovered from the bill of the Service Provider. If any tax related to octroi or state entry tax is paid by the Service Provider, same will not be reimbursed.
- 7.24 The Service Provider would register himself with the GST authorities and pay the GST and applicable cess on regular basis. The proof of deposit of GST is to be submitted along with the next bill (proof of the GST paid in the 1st running bill will be submitted in the 2nd running bill).

The decision of ICAI shall be final and binding on the service provider/ vendor /s in respect of all the clauses mentioned herein.

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SECTION – II

ELIGIBILITY CRITERIA

This invitation to respond to the Tender is open to such qualified and reputed courier agencies which are registered and have their registered office in India.

The eligible entities must be incorporated and registered under the Companies Act, 1956, Companies Act, 2013 or The Partnership Act, 1932 or Limited Liability Partnership Act, 2008 or under relevant law.

The Subsidiary company of any Parent company, which is seeking qualification on the financial strength of its parent company, would, along with its bid, have to give a written undertaking from its Parent company that it would bear all financial or contractual liabilities of the subsidiary with regards to this tender and the subsidiary has been authorized by them to submit the tender for and on their behalf.

The Subsidiary company of any Parent company, which is seeking qualification on the technical strength of its parent company, would, along with its bid, have to give a written undertaking from its Parent company that its technical capabilities/ resources would be available to the subsidiary company as and when required for the completion of the subject contract and the subsidiary has been authorized by them to submit the tender for and on their behalf.

Along with the General Eligibility criteria, bidder has to satisfy the following criteria also:

1. The bidder should have minimum 3 years relevant experience in logistics, collection of material, warehousing, safekeeping, packing and distribution/ dispatch of goods preferably Publications, Journals etc. of reputed Institute or University etc. or in e-commerce marketplace. Bidder should provide a list of clients along with copies of work order/Agreement for consideration of ICAI.
2. The bidder should have minimum average annual turnover of at least Rs. 30 Crores (Thirty Crores) during last three financial years starting from i.e. **2022-23, 2021-22 and 2020-21** from the courier business only. Bidder must be profitable during last three years

Copies of the Audited P&L Account and Balance Sheet duly certified by Chartered Accountant and IT Return for preceding three financial years i.e. 2022-23, 2021-22 and 2020-21 must be enclosed with the Bid.

3. Bidder should have minimum 70% serviceable Pin codes of total pin codes in particular Region/s or more for which bidder is applying for in its own capacity. The bidder must enclose Region wise list of total Pin codes and

bidder serviceable Pin codes in **its own capacity**. In case any bidder is applying for more than one Region, it will be eligible only for only those Regions where his serviceable pin codes are more than 70% of the total available pin codes in its own capacity.

4. The bidder may preferably have Quality assurance certification like ISO 9001:2008 onwards certification/ ISI/ BIS/ CE certification. Attested copies of the same are to be attached with the Bid.
5. Bidder should have minimum Rs. 10 crores in total project experience in providing courier service and other related services to organizations of Govt./ Public Sector Undertakings/ Autonomous Institutions during last 3 Financial Years. (FY **2022-23, 2021-22 and 2020-21**).
6. Bidder should have minimum 100 employees on its pay roll for proper execution of the contract.
7. Bidder should have currently minimum 10 business clients.
8. The bidder should have online tracking system on real time basis. DRS through mobile app on real time basis shall be preferred.
9. The Bidder should not have been blacklisted by any Govt. Deptt./PSU/Statutory Body/Autonomous Body/Corporate Body during last five years i.e. up to last date of submission of the Bid.

SECTION-III

SCOPE OF WORK

The Institute wishes to distribute the Course Study Materials/ Members Publication to the registered students/ members/ other stakeholder at their doorstep. In order to implement, the Service Provider needs to collect the study material/ Members Publication from the Printer premises/ Noida Stores, which may be anywhere in India under the authority of the Institute. The Institute would like to divide the work among multiple vendors on the basis of their strong performance Region/s and other related factors.

- a. The complete domestic distribution network has been divided among five regions apart from international dispatches.
- b. Total Quantum of work can be estimated from total weight of material supplied during past financial year which is given at page no. 24, point no.3 and weight of individual kits are given at page no. 24.
- c. The allotment of region to successful bidders will be entirely dependent upon strong performance area of the bidders, number of bidders applied for the same region, their financial bid rates and bidders market reputation in a particular region/s. The allotment of the regions will be decided by the appropriate committee of ICAI and decision of ICAI will be binding to all.
- d. There will be no guarantee for any minimum volume of business and the same is dependent on adherence & response to ICAI queries from time to time and performance of the selected bidder against the given order/s i.e. performance with regard to quality of services and timely delivery of books.
- e. Bidders should disclose their strong performance Regions/areas in Technical bid format Annexure I

Collected study materials from printer/s are to be dispatched in two categories:

1. Distribution of Study Material Kits:

A bunch of books weighing in the range of 3 kgs to 18 kgs are packed in shrink wrapped kept in Carton (shrink wrap + carton done by the printers). Service provider needs to pick up packed study material kits from the Printer directly and paste the address of the consignee and dispatch to the receiver as per the list provided by the Institute. Service provider needs to submit MIS report regularly regarding number of kits collected from the printer and dispatch details along with pendency list, if any in the format (Excel or any other format which is required for uploading on the portal) as required by the Institute. For uninterrupted and smooth dispatches, service provider should keep stock of kits of study material of all 3 courses for up to 4-5 days of supply in their warehouse. In case of replacement or insertion of any book, no additional charges including packing shall be paid to the service provider.

In certain situations, whole kit is to be prepared by the courier agency from the loose books supplied by the printer, Noida Stores and other courier agent. In such situation, carton and packing charges will be paid by the ICAI as per rates quoted in point no. 2 of the financial bid pages no. 72 which will include all handling charges etc.

2. Distribution of Loose Materials:

Institute maintains the online sales portal, wherein students/ Members on PAN India basis register on online portal and place their requirement with prepaid mode for study materials/ member publications. The online orders may vary from one single book to multiple books in loose form. To meet the requirements of online sales, service provider shall be required to collect the stock of loose books from the printers/ Noida store to meet such online requirements under the authority of the Institute. Service providers need to pack the individual online order from the available stock at their courier warehouse. For packing of loose books supply, all required packing material with ICAI branding is to be arranged by the service provider. No separate charges shall be paid in the name of Insurance, collection of material from printer/ Noida store, Storage, packing and packing material with ICAI Branding, Transportation, and handling (loading and unloading) charges etc., and all other miscellaneous. Service provider needs to submit MIS report on dispatches, delivery report, stock position or any other report as desired by the office on daily basis along with pending list if any. To keep such material, service provider need to have storage facility with floating Insurance coverage against, fire, theft, rain, transportation etc.

Service provider needs to dispatch orders on the same day. Dispatched details along with AWB number should be submitted on daily basis in the format (Excel or any other format which is required for uploading on the portal) as required by the Institute. Alert by an email and SMS shall be send to the buyer from the date of dispatch till delivery. Any delay in dispatch of material should be informed to ICAI on daily basis by mentioning the reason of delay. In all cases, delay dispatch will be counted from the date of intimation of address/es from the Office either on online mode or physical mode.

Note:- Courier agency need to ensure that all the orders (only for loose books) whose weight exceeds 4.5kg will be dispatched through the surface mode and rates will be paid from the kits rate and time schedule will be applicable as specified for surface mode except Self-Paced Online Modules which is approx. 2.75 kg will be dispatched through surface mode and the time schedule will be applicable as specified for surface mode.

3. Expected Quantum of Work

Regions	Approx. weight handled during 1st August 2022 to 31st July 2023 (Total Weight in Tonnes)
Northern	346.25
Southern	616.62
Central	537.27
Western	640.70
Eastern	149.54
International	1.29
Total	2291.66

4. Weight of individual kits

Foundation course – Approx. 6 kg.

Intermediate Group I and II – Approx. 7 Kgs. and 5 kgs respectively

Final Group I and II - Approx. 7 Kgs. and 8 kgs respectively

Self-Paced Online Modules – Approx. 2.75 Kgs.

5. Delivery Schedule of Study Material Kits/Loose books/Online sale:

A)

Dispatch Location Vasai/ Palghar/ Mumbai/ Surat	By Surface Dispatch Delivery period	By Air Dispatch Delivery period. (Priority delivery in case if Air facility is not available)	Remarks
Mumbai, Navi-Mumbai, Palghar, Vasai, Thane, Kalyan, Dombivli, Panvel, Ahmedabad, Gandhinagar, Bhiwandi, Pune	Within 3 working days	2 working days	Dispatch date not counted
Goa/ Gujrat/ Maharashtra	Within 5 working days	3 working days	
Delhi-NCR/ Bangalore/ Chennai/ Hyderabad/ Kolkata/ Indore/ Bhopal	Within 5 working days	3 working days	
Chandigarh, Haryana, Punjab, Andhra Pradesh, Karnataka, Kerala, Tamil Nadu, Telangana, Bihar, Madhya Pradesh,	Within 7 working days	4 working days	

Rajasthan, Uttar Pradesh, West Bengal, Odisha, Dadra Nagar Haveli, Daman & Diu			
Himachal Pradesh, Jammu & Kashmir, Andaman & Nicobar Islands, Lakshadweep, Pondicherry, Chhattisgarh, Jharkhand, Uttarakhand, Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim, Tripura, Ladakh	Within 9 working days	5 working days	

B)

Dispatch Location Delhi / Noida/ Faridabad/ Bahadurgarh/ Agra/ Jhansi	By Surface Dispatch Delivery period	By Air Dispatch Delivery period (Priority delivery in case if Air facility is not available)	Remarks
Delhi-NCR	Within 3 working days	2 working days	
Mumbai/ Bangalore/ Chennai/ Hyderabad/ Kolkata/ Ahmedabad Jaipur/ Kanpur/ Lucknow	Within 5 working days	3 working days	
Chandigarh, Haryana, Punjab, Andhra Pradesh, Karnataka, Kerala, Tamil Nadu, Telangana, Bihar, Madhya Pradesh, Rajasthan, Uttar Pradesh, West Bengal, Odisha, Dadra Nagar Haveli, Daman & Diu, Goa, Gujrat, Maharashtra	Within 7 working days	4 working days	Dispatch date not counted
Himachal Pradesh, Jammu & Kashmir, Andaman & Nicobar Islands, Lakshadweep, Pondicherry,	Within 9 working days	5 working days	

Chhattisgarh, Jharkhand, Uttarakhand, Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim, Tripura, Ladakh			
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- 6. Location of Offices and storage:** Bidders should have or ready to open a secured storage facility at ICAI's printers' city within the radius of 100 kms or 2-3 hours distance from printers' location, presently ICAI's printers are located at Agra, Palghar, Mumbai, Jhansi, Faridabad and Greater Noida. Storage facility required for stocking approx. 30,000 books on refilling basis in peak season. The Bidder should have safe /paper friendly storage area which should be 3000 square feet or more. Presently, Foundation Course has 5 books, Intermediate Course has 17 books (comprising Group-I= 10 books and Group-II=7 books), Self-paced online modules has 4 books and Final Course has 24 books comprising Group-I=8 books and Group-II=12 books respectively for which sufficient floor space is required to stack all the titles till dispatches. Number of books in each course may vary from time to time. The premises should be owned/hired in their name by the bidder and must be paper and books storage friendly for keeping loose books/ materials to cater the needs of Online Sales at peak point of time on refilling basis.

Note1: New printer may be added on PAN India basis in future.

Note2: The size of loose books to be dispatched (quantity vary from order to order) under online sales are generally in the sizes of 7¼ inch X 9½ inch; 6¼ inch X 9¼ inch and 8-inch X 10¼ inch.

7. The warehouse should be equipped with latest fire safety equipment where ICAI materials are proposed to be stored.
8. **Packing of loose sale material before dispatch:** The Service Provider has to bear the cost of packing material on their own and shall refill the packing material on the basis of consumption of packing. The Service provider/ vendor shall use ICAI branded packing material while dispatching the loose books (envelope, tape, strip, carton (with single colour printing)) of all sizes. Final layer of packing material of the order should be in the name of ICAI. Approval should be taken from the ICAI depicting the Brand name of the ICAI. The Bidder should have packaging system for packing and dispatching the books to consignees. Shrink wrapping of loose books for dispatching under online sales and packing in cartons of specified material and their strapping shall be ensured so that it reaches the destination undamaged and with dry content even in rainy season or otherwise.

In other words, the bidder/ service provider should be ready to take up the work of collection of material from printers/ Noida store,

storing/warehousing, packing and packing material arranging as per the specification of the ICAI brand, handling and transportation etc. and dispatch/ distribute from the designated warehouse/s as per the order list supplied by the ICAI.

9. **Tracking System of Dispatched Material:** The Bidder should have web-based/ online tracking system to track the dispatched consignment till the consignment received by the consignee and acknowledged. Follow up for the effective delivery of publications and every consignment has to be tracked till delivery, failing delivery to any addressee beyond reasonable period as specified herein, the Liquidated Damages shall be imposed and recovered.
10. **MIS Report:** Service provider on daily basis needs to submit course wise MIS report regarding receipt of kits from the printer, dispatch of kits to the consignees as per the list provided by the Institute and balance kits available with them and pending dispatches, if any. Thereafter, vendor needs to update on daily basis dates of delivery of each order dispatched by him.

Similarly, course wise MIS report on daily basis is required to be submitted to the Institute regarding online sales orders – containing the details of Opening stock of each book, dispatch of number of orders, closing stock of each book as on date, pending dispatches orders, if any, with a remark. Thereafter vendor needs to update on daily basis dates of delivery of each order dispatched by him. MIS report should also have the details of various types of books dispatched against each order, which is required to handle the query of wrong book dispatch/ less quantity dispatch etc. by the vender. MIS of month wise delivery report, DRS (Daily Run Sheet) along with month wise submitted bills or any other report as desired.

11. **Customer Care:** The Service provider should have Strong Customer Care Section for giving pre and post-delivery information. The Bidder should have established grievance redressal cell for resolving queries of consignees regarding the deliveries. Service provider needs to provide all contact details of customer care for hosting on the ICAI portal. Service provider needs to submit MIS report in this regard to the ICAI periodically or as per need. There should be an escalation matrix with a fortnightly reporting system from the vendor which will have a check on the grievances/ issues escalated, resolved, and closed. This report will have all the necessary details of the escalators.

Service provider should deploy dedicated staff at ICAI office at appropriate location, during office hours or as required/ Region wise to handle complaints of dispatch/ delivery of orders.

12. **Other Conditions**

- a) While submitting the bills for payment, service provider needs to submit Invoice/ bill (hard copy as well as soft copy in pdf and excel format) containing Order number, Registration no., weight of the order, date of

order, AWB No, dispatch date, schedule time, reasons if not delivered and date of delivery. The acknowledgement from the consignee must be either in hard copy or soft copy through a device.

- b) To keep the publications safe till the entire lot is distributed with up-to-date stock position, the service provider/ vendor shall assist ICAI in Perpetual Inventory management, inter alia, pulping off obsolete publications (as decided by ICAI) and periodical physical verification. Service provider needs to submit closing stock lying at their end on half yearly basis on 30th Sept and 31st March every year duly verified and certified by a Chartered Accountant and will be submitted to the office withing 15 days.
- c) The service provider/ vendor should abide by the terms & conditions of the agreement in force throughout its term, so as to complete all the formalities mentioned therein or specified otherwise.
- d) Service provider needs to stack the undelivered consignment before redirecting it to the ICAI Head Office, Noida Store, Noida at his appropriate location and inform the ICAI such instances, where service provider is unable to deliver the consignment to the consignee. He is required to make all efforts to contact the consignee through Mobile Phone/ SMS/ Email, as provided in the list for dispatch of kits/ online orders for delivering the consignment to consignee at his convenient time and place. In case dislocation/ change of address (within the city limits) of the consignee, after ascertaining the consignees new address and delivery slot, he needs to deliver the consignment to consignee at his new/ relocated address. In case material still undelivered to the consignee, courier agencies need to ensure the material should reach to the ICAI Noida stores, within 30 days from the date of last attempt of delivery to the Consignee. Otherwise cost of the publication will be recovered from the next month bill.

Approx. Study kits movement

Approximate number of movements of Study Material Kits to registered Students is given below:

Course	Approx. supply of kits for 5 Regions
	1st August 2022 to 31st July 2023
Foundation	126400
Intermediate Both Group	74000
Final Both Group	25600
Total	226000

SECTION – IV

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

These general conditions shall apply to the extent that provisions in other parts of this document do not supersede them. In case of any conflict, the relevant clauses shall be interpreted harmoniously to make, as far as possible, both the clauses effective and binding. For interpretation of any clause in the tender or the Agreement arising thereunder, the interpretation/clarification of the ICAI shall be final and binding on the Bidder

2. CONDITIONS PRECEDENT

Subject to express terms to the contrary, the rights and obligations under this Tender shall take effect only upon fulfilment of all the Conditions Precedent set out below. However, ICAI may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the Contractor.

- (i) The Successful Bidder shall accept the LOI within 7 days of its issuance
- (ii) The Successful Bidder shall furnish Performance Security either in the form of Bank Guarantee or Security Deposit or both issued by the Nationalised/ Scheduled Commercial Bank in favour of **“The Secretary, The Institute of Chartered Accountants of India”**, payable at New Delhi or Security Deposit, to the ICAI within 7 days of receipt of Letter of Intent or within such extended time as may be given by ICAI.
- (iii) The Successful Bidder shall execute the Agreement within 15 days of issuance of LOI/ Work Order.

The parties may by mutual agreement extend the time for fulfilling the Conditions Precedent or waive any or all the conditions precedent.

In the event of the Successful Bidder failing to fulfil the Conditions Precedent, ICAI shall not be liable in any manner whatsoever to the Successful Bidder and ICAI shall forthwith forfeit the EMD amount, Performance Security as the case may be.

3. REPRESENTATIONS AND WARRANTIES

The Bidder represents and warrants that:

- a) It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Tender and to carry out the transactions contemplated hereby.
- b) It has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this work contemplated in this tender and to validly exercise its rights and perform its obligations under this Tender
- c) It has the financial and legal standing and capacity to undertake the Project in accordance with the terms of this Tender.
- d) In providing the Services, it shall not cause any disruption to ICAI's normal operations
- e) This Tender has been duly executed, filled and submitted by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof.
- f) The information furnished in the tender documents and as updated is true in all material aspects and nothing is suppressed or misrepresented.
- g) The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected.
- h) There are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in enquiring before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Tender or ensuing Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Tender or ensuing Agreement;
- i) It has not violated or defaulted with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Tender or ensuing Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Tender or ensuing Agreement;

- j) It has complied with all Applicable Laws and has not been subjected to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Tender or ensuing Agreement;
- k) It and its personnel, have the necessary experience, skill, knowledge and competence to perform the Contract;
- l) No representation or warranty by it contained herein or in any other document furnished by it to ICAI or its Employee or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading
- m) No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any person associated with ICAI in any manner whatsoever.

4. EARNEST MONEY DEPOSIT AND PERFORMANCE SECURITY AMOUNT

- 4.1 Each Bidder shall furnish Earnest Money Deposit (EMD) either in the form of account Payee Demand Draft, Banker's Cheque or Bank Guarantee from any of the Nationalised/ Scheduled commercial banks in favour of **"The Secretary, The Institute of Chartered Accountants of India"** payable at **New Delhi** along with the Bid.

OR

The EMD may be also be paid through the link below

<https://easypay.axisbank.co.in/easyPay/makePayment?mid=NDIzNjY%3D>

OR

EMD amount may also be deposited directly in Bank Account of ICAI details of which is provided at page No. 64

EMD to be submitted by all bidders including those who are registered under MSME.

The earnest money shall be released to the unsuccessful Bidders without any interest thereon within 30 Days after finalisation of tender process. The details of EMD amount are given at page No. 4. The EMD, if submitted in the form Bank Guarantee, has to be remain valid for a period of six months beyond the last date for submission of the Bid.

- 4.2 Subject to the terms and conditions of the tender, EMD of the successful tenderer will be refunded after receiving of performance security and execution of the Agreement. The bidder shall not be entitled to claim or receive any interest on the EMD amount or Performance Security. **The Performance Security amount mentioned at page No. 4 or 10% of the value of the Contract, whichever is higher**, in the form of Bank Guarantee or Security Deposit or both issued by a Scheduled Commercial Bank in favour of **'The Secretary, The Institute of Chartered Accountants of India, New Delhi'** having validity of 42 months shall also to be submitted within prescribed period after issue of Letter of Intent to cover any loss or damage caused to or suffered by ICAI due to acts or omissions by the bidder or any failure on the part of bidder in fulfilment of terms and conditions of the tender and conditions contained in the Agreement, to be executed between ICAI and the bidder within 15 days from the date of issue of the Letter of Intent/ Work Order. The validity of the Performance Security should be suitably extended in the event of extension of time of the contract.
- 4.3 Performance Security of the successful bidder is liable to be forfeited in case of failure to store, handle, pack, dispatch, distribute/ deliver and supply the materials within the stipulated period or supply of material which is not as per the specifications of the Agreement or upon breach of terms and conditions of the contract.
- 4.4 In addition to other provisions, terms and conditions mentioned herein, Performance Security, shall liable to be forfeited in any of the following conditions also:
- The successful Bidder modifies its application price any time after being declared as successful bidder
 - The successful bidder withdraws its/his offer during the period of agreement.
 - The successful bidder refuses/fails to execute the Agreement within the stipulated time or within a reasonable time period as directed by ICAI.
 - The successful bidder fails to perform the work to the satisfaction of the ICAI.
 - The Bidder founds to be indulged in Canvassing, fraud, corruption, Bid Rigging, Collusive Bidding or any of the corrupt practices in any form in connection with tender and/ or Contract.
 - The Bidder founds to be suppressing the information or furnishing wrong information or information which is misleading, false and/or submitting documents which are fabricated or forged.
 - The successful bidder fails to honour or refuses to comply with or modifies any or all terms and conditions of the tender/ Agreement.
 - Successful Bidder assigns or sub lets the work under the contract

without the prior written permission of the ICAI.

- i) If the service of the vendor/ Successful Bidder is found unsatisfactory or the vendor/ Successful Bidder changes the rates of contract during the contract period.
- j) Unless extended in writing, on non-furnishing of Insurance Policy in original within 7 days after issuing of work order.
- k) In case of a non-acceptance of Letter of Intent by the Successful Bidder.
- l) Successful bidder fails to commence the work within the stipulated time period prescribed in the Contract
- m) On failure to pay the Liquidated Damages and/ or Penalty within stipulated time.

No interest shall be paid on the amount of Earnest Money and Performance Security.

5. MODIFICATION OF ORDERS

- 5.1 ICAI may at any time, during the period of the contract may increase/decrease/cancel/ modify/ amend the terms and conditions for outsourcing warehousing, packing and distribution, without assigning any reason thereof, creating any liability of ICAI for compensation on any grounds, whatsoever. In such a case, the service provider/ vendor /s shall perform the service at the same contract rates within the time stipulated.
- 5.2 ICAI reserves the right to award the work mentioned in the Tender to one or more service providers/ vendor /s at its own discretion and the service provider/ vendor /s shall have to execute the work placed with them at the quoted rates. ICAI also reserves the right to increase or decrease the volume of dispatch and even omit any work to the service provider/ vendor after the order is placed. Service provider/ vendor /s shall execute the same without claiming anything extra for the same.
- 5.3 There will be no guarantee for any minimum volume of business and the same is dependent on adherence & response to ICAI queries from time to time and performance of the selected bidder/ service provider against the given order/s i.e. performance with regard to quality services, timely dispatches and delivery.
- 5.4 Keeping in view the big quantum of total work, the Institute may like to engage more service provider/ vendor /s and hence, the L-1 rates or benchmark rates prepared by the ICAI shall be offered to shortlisted successful bidders and a final list of engaged service provider/ vendor /s shall be decided keeping in view of various factors like, city, logistic, storage capacity, past performance, timely dispatch, timely delivery, strong performance regions, overall handling capacity and other factors.

6. TERM (PERIOD OF CONTRACT)

The contract shall be initially valid for a period of three years from the date mentioned in the Letter of Intent (LOI), subject to review of the performance of the Vendor on yearly basis. If services rendered by the Successful bidder/ Service Provider is not up to the expectation of the Institute, the Institute has the right to terminate the contract before the completion of 3 years period and in case of such termination, any amount due and payable to the Service Provider by the ICAI including the Performance Security shall be forfeited. Further, on evaluation of the services, if the services are found satisfactory, ICAI may, on expiry of the period of Contract for three years, extend the contract on the same terms and conditions. There shall be no increase in rates during the contract period. However, in case of extension of contract any subsequent revision in the Rates shall be on same terms and condition with capping of maximum of 10% enhancement from the previous Rate.

7. TERMINATION OF CONTRACT

- 7.1 The service provider/ vendor /s shall provide the services as per the Scope of Work and adhere to the delivery schedule as described herein. Without prejudice to any other rights or remedy available to ICAI, the ICAI may terminate the contract, at its option in whole or part in case of any of the following violations by the service provider/ vendor /s.
- 7.1.1 The service provider/ vendor /s refuses to provide services which the service provider/ vendor /s is required to render under the Contract or refuse to render the same within the time or in the manner or otherwise according to the terms of the Contract.
- 7.1.2 The service provider/ vendor /s provide the services which are of sub-standard quality and /or not as per the original contract; unsatisfactory service or failure of the service provider/ vendor /s to meet the delivery schedules or variation in the quality of services.
- 7.1.3 The service provider/ vendor /s become incapable of or unable to perform the Contract; due to dissolution of firm or commencement of liquidation or winding up proceedings or Corporate Insolvency Resolution Process (CIRP) or appointment of a Receiver or Resolution Professional or insolvency of the service provider/ vendor /s.
- 7.1.4 The Service provider/ vendor /s assigns or sub-lets the work under the contract without the prior written permission of the ICAI.
- 7.1.5 If at any time, it is found that any of the information/document provided by the service provider/ vendor /s is false, fabricated, misleading or any statement/fact that contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading.
- 7.2 In all the above cases, the contract may be terminated by giving 30 (Thirty) days advance written notice to the service provider/ vendor /s and Performance Security submitted by the service provider/ vendor /s
- Stamp & Signature of the bidder

along with any amount due and payable by ICAI to the successful bidder shall be forfeited. However, the termination notice may be revoked provided the service provider/ vendor /s rectifies the drawbacks/defaults within notice period to the satisfaction of the ICAI. No consequential damages shall be payable to the service provider/ vendor /s in the event of such termination.

- 7.3 Either party may terminate the contract by giving 60 days' advance written notice without assigning reason subject to completion of awarded dispatch orders.

8. INDEMNITY

That the bidder shall keep ICAI indemnified against all actions, suits and proceedings and any costs, charges, expenses, loss or damage incurred, suffered, caused to/sustained by ICAI by reason of any default or breach or lapse or negligence or infringement of intellectual property rights of third party or non-observance of any rules, regulations, laws, byelaws etc. or non-performance or any non-payment by/on behalf of the bidder/ Successful Bidder.

The Service Provider shall also defend, indemnify and hold ICAI, during and after the termination of the Contract, harmless from and against any and all liabilities, damages, claims, fines, penalties, actions, procedures and expenses of any nature arising or resulting from violation of any laws by the Service Provider or its personnel or in any way connected with the acts, amenities, negligence, breach of this agreement and failure to perform obligations under the contract.

The obligations of the Service Provider under this clause shall survive the termination of the contract.

9. ARBITRATION

All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before or after determination, foreclosure, termination or breach of the agreement (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall, in the first instance, the parties shall endeavour to settle such disputes, differences, claims or questions amicably by mutual discussion failing which the same shall be referred to the sole arbitrator to be appointed mutually by the parties. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. The seat of Arbitration shall be at New Delhi and the language of the arbitration proceeding shall be English. The arbitral award shall be final and binding upon both the parties. All Arbitral Awards shall be in writing and shall state the reasons therefor.

The expenses of the arbitration as determined by the arbitrator shall be shared equally by the parties.

10. JURISDICTION

Subject to the above arbitration clause, any dispute between the parties arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the Courts at New Delhi only.

11. SEVERABILITY

In the event that any provision of Tender or ensuing Agreement shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of Tender or ensuing Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of the Tender/ Agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Tender/ Agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

12. WAIVER

Any term or condition of this Tender and ensuing Agreement may be waived at any time by the party that is entitled to the benefit thereof. Such waiver must be in writing and must be executed by an authorized officer of such party. The waiver by ICAI of performance of any term or condition or breach of any provision on one occasion shall not be taken or held to be a waiver thereof on any subsequent occasion or as nullifying the effectiveness of such provision.

No failure to exercise or enforce and no delay in exercising or enforcing on the part of ICAI to the Tender or ensuing Agreement entered thereunder of any right, remedy or provision of Tender or ensuing Agreement shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

13. FALL BACK ARRANGEMENTS

In case of breach of terms of the Agreement committed by the successful bidder, the ICAI may terminate the contract by giving 30 days' notice and may inter alia further award contract to any other Service Provider at the risk and cost of the defaulting Service Provider. In such case, any higher price to be paid by ICAI to the newly appointed Service Provider shall be recoverable from the defaulting Service Provider by invoking the Bank

Guarantee or forfeiting the Security Deposit or any other amount due and payable by ICAI to the defaulting Service Provider.

14. STATUTORY COMPLIANCE

The Service Provider shall be responsible for complying with all the applicable laws/bye laws/regulations in force from time to time and shall bear all statutory liabilities with respect to the workers/personnel engaged by it for performance of the Contract. The Service Provider shall also obtain all necessary permissions/ certificates/ NOCs for execution of the work on behalf of ICAI from the statutory/Government bodies.

That the Service Provider/ Vendor shall be wholly and exclusively responsible for payment of wages/salary to the employees engaged by it for execution of work under the contract and shall comply with all statutory obligations under all related legislations as applicable to it from time to time. The Service Provider/ Vendor shall timely disburse the wages/salary to its personnel without any further deductions/recovery whatsoever for any reasons. The Service Provider/ Vendor shall at its own cost and initiative fully comply with all applicable laws of the land and with all applicable bye-laws, rules, regulations and any other provisions having the force of law, made or promulgated or deemed to be made or promulgated by any government, government agency or department, municipal board or any other government or regulatory body etc. and shall provide all certificates of compliance therewith as may be required by such applicable laws, bye-laws, rules, regulations and orders etc.

In the event the ICAI is called upon to make any payment to meet any statutory obligation concerning the contract works, such amount shall be recovered from the Service Provider and without prejudice to any other mode of recovery, the ICAI may deduct the same whether by forfeiting the Performance Security or from any amount payable to the Service Provider by the ICAI under any contract. The Service Provider shall submit written confirmation together with evidence to the ICAI at periodical intervals to the effects that all statutory obligations have been duly complied with and the liabilities having arisen thereunder have been duly discharged as required.

15. INSPECTION/INVESTIGATION/REJECTION

ICAI reserves the right to inspect/ investigate the work at any time on any day at the premises of the Service Provider and point out the defects noticed, if any and the Service Provider shall have to rectify all such defects immediately.

16. SET OFF

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Any sum of money due and payable to the Service Provider (including Performance Security returnable to Service Provider) under this contract may be appropriated by the Institute and set off against any claim of the Institute under this contract or any other contract made by the Service Provider with the Institute.

17. CONFIDENTIALITY

17.1 Confidential Information means any information or data, in any form or storage medium whatsoever, of any nature in relation to ICAI that may be provided by ICAI to the Service Provider on confidential basis in terms of the Contract.

17.2 The Service Provider shall, at all times, during the continuance of the Contract or otherwise (i) keep all Confidential Information confidential and accordingly shall not disclose any such Confidential Information to any third party under any circumstances; (ii) not use or cause the use of any Confidential Information for any purpose whatsoever other than that contemplated under this Contract; (iii) take all care to ensure that all persons including the officials as well as employee(s) of the Service Provider who handle the Confidential Information keep(s) the same confidential and not use the same except for the purposes for which it is meant for.

17.3 The obligations of the Service Provider under this clause shall survive the termination of the contract.

18. RELATIONSHIP

Nothing contained in this Tender Document or Agreement arising thereunder shall be construed as constituting a partnership, joint venture, or agency between ICAI and the Service Provider. The same is specific and limited to the covenants as herein contained.

The Service Provider understands that there shall be no Employee and Employer or Master and Servant relationship between the personnel deputed by the Service Provider for carrying out the work and ICAI. The Service Provider shall be solely responsible for all the claims of its personnel and shall ensure that its personnel do not make any claims whatsoever against ICAI. ICAI shall have no liability in this regard.

It shall be the duty of the Service Provider to communicate in unequivocal terms the provisions of this clause to its personnel.

19. NO LIABILITY

That in any event, the ICAI shall owe no responsibility or liability of any kind arising out of or incidental to the performance of duties by the employees of the Service Provider/ Vendor or otherwise, at the

warehouses or outside the said warehouses, including any liability due to any accident or injury or death caused to or suffered by any employee of Service Provider/ Vendor or any other health or medical liability or compensation all of which shall be the sole responsibility of Service Provider/ Vendor. In case of any loss that might be caused to ICAI due to any lapse on the part of Service Provider/ Vendor or its employees discharging assigned duties and responsibilities, the same shall be borne by Service Provider/ Vendor and in this connection, the ICAI shall have the right to deduct appropriate amount from the bills of Service Provider/ Vendor to make good such loss to ICAI.

20. PREPARATION OF BID/ CORRECTION/AMEMDMENT

- 20.1 The Tender form should be filled in English and legible entries to be made by hand/typed. Any Tender in which there is overwriting or erasure is liable to be rejected. All corrections/ over writings shall be accepted if they are authenticated with initial of the bidder with date as many times as the corrections occur. Tender which proposes any alteration in the work specified in the Tender or in the time allowed for carrying out the work or which contains any condition of any kind shall be rejected.
- 20.2 Each page of the Tender Documents shall be signed by the authorised person or persons submitting the Tender in token of his/their having acquainted himself/themselves with the Conditions of the Contract, etc. as laid down. Any tender with any of the documents not so signed shall be rejected.
- 20.3 No alteration, which is made by the bidder in the Tender, shall be recognized. If any such alterations are made or any special conditions are attached, the tender is liable to be rejected.
- 20.4 During technical evaluation of the bids, ICAI may, at its sole discretion, ask Bidders for clarifications on their bids.
- 20.5 At any time prior to deadline for submission of bid, ICAI may for any reason, modify the Tender Document. The Bidders having received the RFP shall be notified of the amendments by posting the same at ICAI's Website www.icaai.org and such amendments shall be binding on them.
- 20.6 Any word used in singular shall have the connotation of plural as well.

21. ICAI'S RIGHT TO ACCEPT OR REJECT A BID

- 21.1 ICAI reserves the right to accept a Bid other than the lowest and to accept or reject any Bid in whole or part or to annul the bidding process or to reject all Bids with or without notice or reasons. Such decisions by ICAI shall bear no liability whatsoever. Conditional tenders shall be rejected.

21.2 ICAI shall not be obliged to furnish any information/ clarification/ explanation to unsuccessful/rejected bidders as regards non acceptance of their bids. Except for refund of EMD, ICAI may not correspond with the unsuccessful bidder.

21.3 If performance of any bidder with ICAI is not satisfactory in the past, their bid is liable to be rejected.

22. DELIVERY SCHEDULE –

Delivery Schedule: As given in Scope of Work at page no. 24 to 26.

23. LIQUIDATED DAMAGES

23.1 Liquidated damages for delayed delivery to the consignee

Liquidated Damages shall be imposed, in case dispatched item is not delivered to the consignee within the stipulated time of delivery as mentioned herein.

The following guidelines will be followed to determine the amount of Liquidated Damages on account of delayed delivery.

(i) The Liquidated Damages for delay in delivery will be calculated from the date of intimation of address/es from the Office either on online mode or physical mode. Service provider/ vendor is required to ensure that ordered publications/ material reach to the addressee as per the timeline mentioned hereinabove.

(ii) A grace period of one day after the due date shall be allowed for services if list of address contain more than 2500 orders for kits at any point of time. In other words, for each 2500 kits pickup on any one day (minimum), one day grace period will be given. This grace period is applicable only for picking up of kits and not for online sales dispatches.

(iii) The service provider/ vendor must dispatch the materials on the same day or maximum next day wherever demand is pending. In all such cases the date of dispatch docket /challan shall be taken into account.

(iv) The rate of Liquidated Damages on the delay from the date of order list provided/ supplied to the service provider/ vendor (if not delivered within grace period as mentioned above at point no. (ii)) shall be as under:

Serial No.	Delay in Days	% of Shipping Charges	Liquidated Damages
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1	For delay up to 3 days	25%
2	For delay from 4 to 6 days	50%
3	For delay from 7 to 9 days	75%
4	For delay beyond 9 days	100% and Rs.50/- per day
5	If door delivery is not provided to the student or student was forced to collect the order from courier's hub or any other place.	Rs.500/- per order and no shipping charges will be paid
6	If Courier person demands any money from consignee for delivery of books and consignee pays for the same	

(v) No grace period shall be allowed in the period of delay. Sunday and National Holidays shall not be counted for calculating period of delay.

23.2 **Liquidated damages in case any material is lost/misplaced/damaged by the service provider**

In case any material is lost/misplaced/damaged by the Service Provider, no payment on account of packing, handling, transportation/ distribution or any other miscellaneous charges will be paid and in addition total value of the books as per sale price of the materials will be recovered from the service provider/ vendor.

23.3 The amount of Liquidated Damages shall be recovered/ adjusted from the invoice of the service provider/ vendor while processing the payment or from the Security Deposit.

24. **INSURANCE**

24.1 The service provider/ vendor shall at his own cost arrange, secure and maintain floating insurance with reputed Insurance companies to the satisfaction of the ICAI for a minimum amount of Rs.50,00,000/- (Rupees fifty Lakhs only) for each warehouse for ICAI stock to protect ICAI Publication/ study material and the interest of ICAI against all risks as detailed herein. The service provider/ vendor shall take out floating insurance policy in the joint name of ICAI and service provider/ vendor. The responsibility to maintain adequate insurance coverage at all times during the period of CONTRACT shall be that of the service provider/ vendor alone. The service provider/ vendor's failure in this regard shall not relieve him of any of his responsibilities and obligations under the CONTRACT. Any loss or damage to the material during surface transportation or any other mode of transport or any other mode of transport shall be the responsibility of the service provider/ vendor. The stamp & Signature of the bidder

transportation, storage, till such time the study material is handed over to the consignee, shall be on the account of the service provider/ vendor. The service provider/ vendor shall provide the ICAI with original of all floating insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of document shall be submitted to the ICAI immediately by the service provider/ vendor having taken such floating insurance coverage. The service provider/ vendor shall also inform the ICAI at least 60(Sixty) days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time. The risks that are to be covered under the floating insurance shall include, the loss or damage in handling, storage, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, marine, war risk etc. The scope of such floating insurance shall cover the entire value of study material kept in the warehouse of the service provider/ vendor /in-transit from time to time.

- 24.2 EMPLOYEES STATE INSURANCE ACT: The service provider/ vendor shall accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act, 1948 and the service provider shall defend, indemnify and hold ICAI harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by service provider/ vendor or Sub-Contractor of the provisions of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the ICAI arising under, growing out of or by reasons of the work provided for by the service provider/ vendor, by third parties or by Central or State Government authority. The service provider/ vendor shall fill in with the Employees State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the service provider/ vendor's or sub- contractor's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Contract. The service provider/ vendor shall secure the agreement of the sub-contractor/ vendor to deduct the employee's contribution as per the provisions of Employee's State Insurance Act from wages of employees of Sub-Contractors and affix the Employees Contribution Card at wages payment intervals. The service provider/ vendor shall remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employer's and Employee's contributions of its employees and employees of its Sub-Contractors as required by the Act. The service provider/ vendor shall maintain all cards and Records as required under the Act in respect of its employees and employees of Sub-Contractors and the service provider/ vendor shall secure the agreement of the sub- service provider/ vendor to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the service provider/

vendor's or Sub-Contractor's account. The ICAI shall retain such sum as may be necessary from the total value of contract until the service provider/ vendor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid.

24.3 WORKMEN COMPENSATION AND ICAI'S LIABILITY INSURANCE: Insurance shall be effected for all the service provider/ vendor's employees engaged in the performance of this CONTRACT. If any of the work is sublet, the service provider/ vendor shall require the sub-contractor to provide workman's Compensation for its employees if such employees are not covered under the service provider/ vendor's Insurance.

24.4 ACCIDENT OR INJURY TO WORKMEN: The ICAI shall not be liable for or in respect of any damages or compensation payable in respect or in consequence of any accident or injury to any workman or other person in the Employment of the service provider/ vendor or any sub-contractor and the service provider/ vendor shall indemnify and keep indemnified the ICAI against all such damages and compensation and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

24.5 COMPREHENSIVE AUTOMOBILE INSURANCE This insurance shall be in such a form as to protect the service provider/ vendor against all claims for injuries, disability, disease and death to members of public including ICAI's men and damage to the property of others arising from the use of motor vehicles during transportation of the study material.

24.6 COMPREHENSIVE GENERAL LIABILITY INSURANCE:

a) This insurance shall protect the service provider/ vendor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the service provider/ vendor, his agents, his employees, his representatives and Sub- Contractor.

b) Service provider/ vendor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Employees who are not covered under Employees State Insurance Act. The policy shall cover third party liability which shall cover the loss of human life / disablement (partial/full) of persons not belonging to the service provider/ vendor. The value of third-party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Rs. 2 lakhs per death, Rs. 1.5 lakhs per full disablement and Rs. 1 Lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court of Law in India and cover for damage to other's equipment/ property.

c) The service provider/ vendor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his equipment

and machinery, tools & tackles and all other temporary attachments brought by him at site to execute the work.

- d) Any such insurance requirements as are hereby established as the minimum policies and coverage which service provider/ vendor must secure and keep in force must be complied with. service provider/ vendor shall at all times be free to obtain additional or increased coverage at service provider/ vendor's sole expenses.

24.7 ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY ICAI: Service provider/ vendor shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to ICAI. He shall also carry and maintain any other insurance which may be required by the ICAI.

25. FORCE MAJEURE

No Party shall be liable for delay in performance or for non-performance caused by circumstances beyond the control of the Party affected, including but not limited to weather, wars, acts of terrorism, fires, floods, earthquakes, Pandemic, change in Government Regulations, government action or direction/s. However, strike, lockout & other labour unrest will not constitute 'force majeure' for the purpose of this contract. The Party affected shall within 24 hours inform the other Party, indicating the expected duration and extend reasonable action to settle such contingencies so that the performance of obligations under this Agreement can be resumed as quickly as possible. In case a force majeure conditions exists for a period more than 30 days, either Party may, by a written notice to the other Party, terminate this Agreement, without liability.

Force Majeure inter alia shall not include:

- a) Any event which is caused by the negligence or intentional action of a Party or such Party's Sub Agency or agents or employees.
- b) Any event which a diligent Party could reasonably have been expected to both
 - Take into account at the time of the executing the Agreement, and
 - Avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds.

The decision of the ICAI, regarding Force Majeure shall be final and binding on the Service Provider

26. TRAVEL, TAXES AND DUTIES

The cost should be inclusive of all travel if any required by the service provider/ vendor /s for implementation of the project. The rate should be inclusive of GST duties levies payable to the Central or State

Government and to be levied/ imposed during the execution of their work or during the term of the contract, in respect of the work.

27. RESERVATION CLAUSE

That the ICAI reserves the right to add or omit any item(s) of the contract work, exercise control on quality of work, check of quantities, payment certificates, variation(s) arising in view of change of scope of work and approval of extra substituted items. The decision of the ICAI shall be final and binding in regard thereto and the courier agency shall not be entitled to claim any compensation other than the admissible rates provided for in the contract or otherwise mutually agreed upon for such additions, alternations, modifications, variation omissions etc.

28. ESSENCE OF THE PROPOSED CONTRACT

The successful bidder shall have to enter into a contract for a period of three years. Keeping in view the total quantum of work, the Institute may empanel more than one courier agency in the panel. In case if ICAI found any bidder is not able to take up the total quantum of work and hence, the L-1 rates of that particular region/s or any state of the region quoted by any bidder/s or existing benchmark L-1 rates, or ICAI determined rates shall be offered to shortlisted successful bidders for unconditional acceptance and a final list of empanelled courier agency shall be decided keeping in view of various factors like, strong performance area, number of offices, warehouse facilities, serviceable pin codes capacity and the work shall be allotted in justified manner keeping in view the above factors as well as performance/ past performance, timeliness, degree of cooperation and dedication in urgent or most urgent delivery and attitude towards execution of all orders.

During the contract period, if any vendor is not able to perform satisfactorily, its work may be allotted fully or partially to another empanelled vendor at the benchmark rates of ICAI without creating any liability on ICAI.

29. PAYMENT TERMS

All Bills (on monthly basis) should invariably be submitted along with POD (proof of delivery) with date of delivery, DRS (delivery run sheet) either in hard copy or soft copy through device containing receiver's signature. Vendor needs to enclose a list of undelivered orders with reasons for non-delivery of such orders while submitting the bills, if any.

Incomplete Bills will not be accepted. TDS etc. as applicable will be deducted from the bill. Payments will be made through RTGS/ NEFT. The bill wise details of such deductions shall be forwarded to the service provider/ vendor /s.

30. STORAGE OF PRINTED STOCK

The service provider/ vendor /s shall keep the stocks of un-dispatched publications stored in their premises with all precautions and systematically for a period of 18 (Eighteen) months or till the said materials are declared as obsolete by the competent authority of ICAI. After 18 (Eighteen) months, the service provider/ vendor /s may submit a list of such unmoved publications to the ICAI for its further disposal.

31. AWARDING OF WORK

- 31.1 ICAI reserves the right to award all work to one single service provider or sub-divide the work mentioned in the Tender, among two or more Service Providers at its own discretion and the Service Providers shall have to execute the orders for part of the work placed with them at the approved rates.
- 31.2 On receipt of intimation from ICAI of the acceptance of his/their Tenders, the successful bidder shall take steps to furnish Performance Security of the amount prescribed within 7 days of receipt of Letter of Intent or within such extended time as may be given by ICAI and enter into a formal agreement within 15 days from the issuance of Letter of Intent. The cost of necessary stamp paper for execution of the agreement shall be borne by the successful bidder. The authorised signatories shall have to be present at the ICAI designated office in New Delhi / Noida, U.P. as the case may be and as directed by ICAI for signing/ executing the Agreement.
- 31.3 There will be no guarantee for any minimum volume of business and the same is dependent on adherence & response to ICAI queries from time to time and performance of the selected bidder against the given order/s i.e. performance with regard to quality of service, timely dispatches and timely delivery.

32. PENALTY

If the performance of work/services is delayed beyond time schedule due to reasons attributable to the service provider/ vendor, the service provider/ vendor shall be liable for penalty at the rate of 10% of total value of the Contract or part thereof subject to maximum 100% of total value of said work. The Penalty shall be in addition to the liquidated damages as provided hereinbefore which inter alia may be recovered from the unpaid bill of the Service Provider.

In case any material is lost/misplaced/damaged by the Service Provider, no payment on account of packing, handling, transportation/ distribution or any other miscellaneous charges will be paid and in addition Penalty up to the total sale value of the consignment shall be levied and recovered from the service provider/ vendor from any unpaid bill.

The ICAI, without prejudice to its rights remedies pursuant to this agreement, reserves its right to forfeit the Performance Security on failure to pay the penalty.

33. ASSIGNMENT

The Service Provider/ Successful Bidder shall not assign/ sublet the work or any part thereof except with the prior written consent of the ICAI. Such consent even if provided shall not relieve the Service Provider/ Successful Bidder from any liability or any of its obligations provided under this RFP Document. Further, ICAI reserves the right to terminate the contract in such a case.

34. ROLE AND RESPONSIBILITIES OF THE BIDDER

The following shall be the Role and Responsibilities of the bidder:

1	Delivery of Publications/ Study Material/ other artefacts as per the Schedule of Delivery
2	For all Indian Postal dispatches (where courier is not available) payment shall be made as per actual receipts.
3	Before dispatching the material, the bidder must insure that in case of no serviceable areas, the immediate dispatch should happen through speed post. In case dispatching is done firstly through own agency till some distance and than through India Post, the delay in delivery if any will be calculated as per the penalty clause and no shipping charges will be paid.
4	Invoices must contain all details of the order no., order date, student name, registration no., city, weight of the book, Pin code, date of delivery, delivery status, TAT, AWB no. and courier charges, mode of dispatch and calculations in the desired format, along with all the relevant PODs with date of delivery, DRS etc,
5	To submit invoices completed in all respects including all acknowledgements, PODs with delivery date and DRS to the Publications and CDS Directorate within 15 days of completion of the last month.
6	To maintain appropriate information system integration with the ICAI to maintain instant flow of information.
7	To submit daily order dispatch/balance stock details (MIS).
8	Any delay in dispatch of material should be informed to ICAI on daily basis by mentioning the reason of delay. In all cases, delay dispatch will be counted from the date of intimation of address/es by the Office either on online mode or physical mode.

9	To safe keep the publications till the entire lot is distributed as specified in the terms & conditions either through primary distribution or secondary distribution with up-to-date stock position.
10	Insurance for the stored publications of the Institute covering the cost of the publication of the Institute with a clause "For all the printed stocks of the ICAI", stock in transit, and premises is mandatory and copy thereof to be submitted to the Publication Directorate.
11	Submission of stock Audit Report issued by practicing Chartered Accountant at half year ending, i.e., 30th Sept. and 31st March of every year within 10 to 15 days of the half year ending.
12	To abide by the agreement in force during the contract period.
13	The vendor shall ensure strict compliance of the packing instructions of the ICAI. Use of ICAI branded packing material while dispatching the loose books (envelope, tape, strip, carton (with single colour printing/Multi colour) of all sizes as well as other packing shall be of the best quality & as per the applicable rate grid. Approval should be taken from the ICAI depicting the Brand name of the ICAI.
14	Vendor needs to update on daily basis dates of delivery of each order dispatched by him. Similarly, daily course wise MIS report is required to be submitted to ICAI regarding online sales orders – containing the details of Opening stock of each book, dispatch of number of orders, closing stock of each book as on date, pending dispatches orders, if any, with a remark.
15	The vendor need to paste the sticker label on each order mentioning the order no., complete address of the consignee along with other required details.
16	The vendor should have web-based/ online tracking system to track the dispatched consignment till the consignment received by the consignee and acknowledged. Follow up for the effective delivery of publications and every consignment has to be tracked till delivery, failing delivery to any addressee beyond reasonable period as specified herein, the Liquidated Damages shall be imposed and recovered.
17	The vendor needs to insert the invoice in each order received.
18	The vendor should have packaging system in place for packing and dispatching the books to consignees.
19	The report in accordance with Standard on Assurance Engagements 3402 to be submitted on quarterly basis.

20	The list of top three clients to be provided to ICAI on yearly basis. And the letter of satisfactory services from the clients to be submitted to ICAI without any fails on yearly basis.
21	The vendor has to make his own arrangements for clearance of goods from Government authorities. The vendor will be responsible for safe delivery of goods on time. Follow up for the effective delivery of study material with the mode of transport either through Indian postal service (Speed post, Registered Post, Business parcel) or through the standard courier agency having online tracking facility. Further documents have to be tracked till delivery by vendor and after delivery POD to be submitted to ICAI. Dispatch of Study material/ Publication to student, members and other stakeholder has to be completed in same day from the date of intimation of address/es from the ICAI Office either on online mode or physical mode.
22	A special audit will be initiated by ICAI when there is the probability of violations/ any abnormal behaviour suspected if there are any breaches pertaining to controls or when there is a need to find details of a specific event or an incident that was suspicious.
23	An information system audit will be initiated by ICAI to verify that the information systems are working appropriately and there are no errors or malfunctioning in the system and for assessing whether overall controls related to software are operating effectively or not. An information system audit is also conducted to review various controls such as processing of data, access to information systems, etc.
24	<p>The vendor should have Strong Customer Care Section for giving pre and post-delivery information. The Bidder should have established grievance redressal cell for resolving queries of consignees regarding the deliveries. There should be an escalation matrix with a fortnightly reporting system from the vendor which will have a check on the grievances/ issues escalated, resolved, and closed. This report will have all the necessary details of the escalators.</p> <p>Vendor needs to provide all contact details of customer care for hosting on the ICAI portal. Vendor needs to submit MIS report in this regard to the ICAI periodically or as per need.</p> <p>Vendor should deploy dedicated staff at ICAI office during office hours or as required to handle complaints of dispatch/ delivery of orders.</p>
25	Vendor needs to stack the undelivered consignment before redirecting it to the ICAI Head Office, Noida Store, Noida at his appropriate location and inform the ICAI such instances, where Vendor is unable to deliver the consignment to the consignee. He is required to make all efforts to contact the consignee

	<p>through Mobile Phone/ SMS/ Email, as provided in the list for dispatch of kits/ online orders for delivering the consignment to consignee at his convenient time and place.</p> <p>In case dislocation/ change of address (within the city limits) of the consignee, after ascertaining the consignees new address and delivery slot, he needs to deliver the consignment to consignee at his new/ relocated address</p>
26	<p>Vendor on daily basis needs to submit course wise MIS report regarding receipt of kits from the printer, dispatch of kits to the consignees as per the list provided by the Institute and balance kits available with them and pending dispatches, if any. Thereafter, Vendor needs to update on daily basis dates of delivery of each order dispatched by him.</p> <p>Similarly, daily course wise MIS report is required to be submitted to the Institute regarding online sales orders – containing the details of Opening stock of each book, dispatch of number of orders, closing stock of each book as on date, pending dispatches orders, if any, with a remark. Thereafter vendor needs to update on daily basis dates of delivery of each order dispatched by him. MIS report also should have the details of various types of books dispatched against each order, which is required to handle the query of wrong book dispatch/ less quantity dispatch etc. by the vender.</p>
27	<p>The vendor needs to submit minimum 75% PODs with date of delivery and DRS (Delivery run sheet) for each monthly invoice. While processing the final bill if any further information is sought the same shall be provided by the vendor asap.</p>
28	<p>To pick the material/s from Noida stores/ Digital printers / printers/ office of ICAI for smooth order dispatches at own cost.</p>
29	<p>Inter Courier Agency transfer of stock will be without any shipping charges upto the weight of 50kg per month.</p>

35. Responsibilities of ICAI

The following shall be the responsibilities of the ICAI:

1.	Providing the order list received from the CDS Portal every day.
2.	Checking the quality of packaging material frequently as it deemed appropriate.
3.	Monitoring the progress of the courier agency
4.	Processing vendor's invoices for payment after complete scrutiny of each element and its enclosures. In case an invoice found correct in all respects and complete acknowledgements enclosed, it shall be processed within one month for payment which shall be released by the Accounts Department of ICAI through RTGS/NEFT

5.	ICAI may depute its official/s or any external auditor for on-the-spot inspection/ investigation during execution of the order or anytime at the premises of the courier agency for which all cooperation shall be extended by them
6.	Reconciliation/confirmation at every half year ending, i.e., 30 th Sept. and 31 st March for (1) total advance adjusted and balance, and (2) outstanding balance payment on each year ending.
7.	Sometime office needs to send the instruction to hand over the material to another courier agency. In that case you have to handover the material to the courier agency, No shipping charges will be paid upto the weight of 50kg per month.

Section - V

BID EVALUATION PROCESS

Evaluation Process

Response to this Tender would be evaluated in two phases. Initially technical bids will be opened and evaluated. Those bidders who satisfy the technical requirements of the work, as per the requirements/specifications and the terms and conditions of this Tender, shall be short-listed. Financial bids shall be opened only for the short-listed bidders who have qualified in the technical bid.

Technical Evaluation

The bids will be technically evaluated on various components. Each response to the Tender from each bidder will be judged as per the score/ merit. As part of the Technical Bid Evaluation, bidders may be required to demonstrate to the ICAI, their works of similar nature, which forms part of the knowledge base of the bidder for the work and also exhibits bidder's domain expertise.

Evaluation of Technical proposal including presentation would be on the following technical parameters carrying total 100 marks and each technical parameter has been assigned maximum score as given in the table below:

Sl. No	Technical Parameters	Max score
1.	Bidder's total experience (no. of years) in logistics, collection of material, warehousing, safekeeping, packing and distribution/ dispatch of goods preferably Publications, Journals etc. of reputed Institute or University etc. or in e-commerce marketplace. <div style="display: flex; justify-content: space-between;"> >= 10 Years : (10 marks) </div> <div style="display: flex; justify-content: space-between;"> >= 7 Years and < 10 Years : (8 marks) </div> <div style="display: flex; justify-content: space-between;"> >= 3 Years and < 7 Years : (6 marks) </div>	10
2.	Average Annual Turnover of the Bidder during the last three (3) financial years (FY 20-21, 21-22 and 22-23) <div style="display: flex; justify-content: space-between;"> >=INR 100 Crores: :(10 marks) </div> <div style="display: flex; justify-content: space-between;"> >=INR50 Crores and < INR 100 Crores: :(8 marks) </div> <div style="display: flex; justify-content: space-between;"> >=INR30 Crores and< INR 50 Crores: :(6 marks) </div>	10
3.	Total No. of Serviceable PIN Codes <div style="display: flex; justify-content: space-between;"> >= 90% of available pin codes in every single Region :(20 marks) </div> <div style="display: flex; justify-content: space-between;"> >= 80% of available pin codes in every single Region :(16 marks) </div> <div style="display: flex; justify-content: space-between;"> >= 70% of available pin codes in every single Region :(12 marks) </div>	20
4.	Bidder should have minimum Rs. 10 crores in total project experience in providing courier service and other related services to organizations of Govt./ Public Sector Undertakings/ Autonomous Institutions during last 3 Financial Years. (FY 20-21, 21-22 and 22-23). <div style="display: flex; justify-content: space-between;"> >=INR 20 Crores: : (10 marks) </div> <div style="display: flex; justify-content: space-between;"> >=INR 15 Crores and<INR 20 Crores: : (8 marks) </div>	10

	>=INR 10 Crores and<INR 15 Crores:	: (6 marks)	
5.	Total number of employees on pay roll of the bidder for the proper execution of the contract >= 300 employees >= 200 employees >= 100 employees	: 10 (marks) : 8 (marks) : 6 (marks)	10
6.	Total number of Current Clients >= 20 Clients >= 15 Clients >= 10 Clients	: 10 (marks) : 8 (marks) : 6 (marks)	10
7.	Online tracking system on real time basis along with DRS through mobile app Online tracking system on real time basis without DRS through mobile app	: (10 Marks) : (6 Marks)	10
8.	Total number of locations where the Bidder is having its own offices India >= 1000 >= 500 and < 1000 >= 150 and < 500	: (10 marks) : (8 marks) : (6 marks)	10
9.	Presentation by the vendor on the proposed concept a. Proposed solution demonstration b. Commitment for Providing Services within Timelines (considering all dependencies etc.)	(10 marks)	10
	Total		100

To be eligible for short listing, the Bidder must secure at least 60% (Sixty) percent marks in each Technical parameter.

In case if marks obtained by the bidder are less than 60% in any of the above-mentioned criteria, their bid is liable to be technically disqualified.

ICAI, at its sole discretion, shall have the right to interpret various aspects of the evaluation criterion as it deems fit. The decision of the ICAI on such interpretation and awards of marks shall be final and binding on all bidders. No reasons whatsoever shall be furnished regarding award of marks.

Financial Evaluation

The Financial Bids shall be opened of only those Bidders who are found to be Technically Eligible. The Financial bids of the short-listed bidders will be evaluated on the basis of the rates quoted in the Bid. Accordingly, L1 will be decided based on lowest rates quoted by the bidder. In order to determine L1 bidder, the same will be decided by taking into consideration the total value of the work distributed during the period from 1st August 2022 to 31st July 2023 based on the rates quoted by the bidder on collective basis for both the locations.

ANNEXURE – I

Information to be provided by the Bidder

(Enclose relevant documents serial no. wise with a flag)

S.No.	Requirement	Information/ inputs to be filled by the tenderer
1	Name and address of the bidder/ Service provider, telephone number, mobile number/ email ids	
2	Type of Organisation	
	(a) Company - Public/Listed/Private/Partnership Firm or LLP	
	(b) Year of Incorporation	
	(c) Board of Directors/ (Organization Structure)	
	(d) Contact details of responsible authority	
	(e) ISO 9001:2008 onwards certification/ ISI/ BIS/ CE certification, furnish details (if available)	
	(f) No. of employees on pay roll	
3	Name and address of the Directors/ proprietor/ partners	
4	Nature of business carried by the company	
5	Related organisations/ sister concerns and their addresses	
6	Financial Position	
	Name of Banker, Address	
	PAN No.	
	GST No.	
	Work Contract Regn. No.	
	Turn over (2020-21)	
	Turn over (2021-22)	
	Turn over (2022-23)	
7	Presence in Indian Market	
	National/ International Presence with Registered Office and other facilities in India	
8	Experience and Capabilities	
	Experience in courier business or in e-commerce marketplace (in no. of years) in logistics, collection of material from manufacturer/printer, warehousing, safekeeping, packing and distribution/	

	dispatch of goods preferably publications, journals etc. of reputed Institute or University etc.	
	Capability to take up the work of collection of material from Printer/ Noida stores, packing and arranging packing materials as per the specification of ICAI brand, transportation and handling and dispatch/ distribute order (Yes/ No)	
	Experience in providing courier services and other related services to organisations of Govt./ Public Sector undertakings/ Autonomous Institutions and Corporate Sector	
	Similar Projects handled during last 3 Financial Years (value in Crores) (furnish details)	
	(2020-21)	
	(2021-22)	
	(2022-23)	
	No. of current business clients	
9	Details of current/ previous clients:	
	a) Details of Major Current clients	
	i) Name of the company/ organisation/ office	
	ii) Contact person with telephone number and Email ids	
	iii) Contract period	
	iv) Copy of contract/ agreement/ experience certificate to be enclosed	
	b) Details of Major Previous clients	
	i) Name of the company/ organisation office	
	ii) contact person with telephone number and email ids	
	iii) contract period	
	iv) Copy of contact/ agreement/ experience certificate to be enclosed	
10	Insurance	
	Insurance cover for premises to be used for storing ICAI stocks (copy to be attached if available)	
11	Infrastructure	
	(I) Total number of offices	
	Offices in Delhi/its satellite towns	
	Is bidder ready to collect material from Printer's premises	

	Availability of NOC from fire safety Dept. (Yes/ No)	
	(II) Secured Warehouse	
	(a) Facility Availability	
	(b) Storage Capacity (area in sq. ft.)	
	(c) Storage rack system and no. of unites	
	(d) Total capacity	
	(e) Inward-Outward system support	
	(III) Power Backup/Generators	
	(IV) Availability of web-based tracking system for pre and post-delivery SMS/email with on line tracking	
	(V) Availability of Customer care and grievances redressal system	
	(VI) Facility to provide MIS report	
	(VII) Availability of taking DRS through mobile application on real time basis.	
12	Are the bidder ready to deploy dedicated staff at ICAI office during office hours or as required/Region wise.	
13	Office equipment details	
	(i) Number of PCs	
	(ii) Software availability	
	(iii) Availability of Measuring Unit	
	(iv) Availability of Shrink-wrapping facility	
	(v) Capacity of the shrink-wrapping machine	
	(vi) No. of Strapping machines available	
	(i) No. of employees on pay roll (minimum employees should be more than 100)	
	(ii) Database management systems used to report to client on daily basis	
	Logistics	
	(a) No. of serviceable PIN code areas (List of PIN codes must be attached)	
	(b) No. of locations having own offices (List must be attached)	
	(c) Annual tie-ups with other courier/transport	
	(d) Online Monitoring system to track shipment	
	(e) Strong performance area/s for delivery	

14	Is Applicant involved in any litigation during the last Five years? (Including any current litigation/s).	
15	Attested copy of Licence to handle proposed assignment	
16	Details of payment of tender fee	
17	Details of payment of EMD	
18	Whether the Bidder/ Firm is or has been blacklisted by any Ministry, Govt. Department, Statutory Body, PSUs, Government Company, Banks, Financial Institutions, Educational Institution, etc.? If yes, give details.	
19	Whether the Bidder/ Firm has ever withdrew itself from any Contract awarded to it by any Ministry, Govt. Department, Statutory Body, PSUs, Government Company, Banks, Financial Institutions, Educational Institution, etc.? If yes, give details.	
20	Whether the Bidder/ Firm has ever been subjected to the condition when the Bank Guarantee submitted by it has been forfeited, for whatever be the reasons, by any Ministry, Govt. Department, Statutory Body, PSUs, Government Company, Banks, Financial Institutions, Educational Institution, etc.? If yes, give details.	
21	Any other information bidder wishes to furnish (attach details)	

Undertaking:

I/We hereby certify that all the information furnished above are true to the best of my/our knowledge. I/We have no objection to ICAI verifying any or all the information furnished in this document with the concerned authorities, if necessary.

I/We also certify that I/we have understood all the terms and conditions mentioned in the tender document and hereby accept the same completely.

Signature of the authorized signatory of the service provider/ bidder

Official seal/ stamp

Telephone / Mobile No.

Date:

Place:

ANNEXURE-II

Declaration from the Bidder

Date.....

From:

.....
.....
.....
.....

To,

The Secretary,

The Institute of Chartered Accountants of India

ICAI Bhawan, Indraprastha Marg, New Delhi – 110002

Dear Sir,

**Sub: Outsourcing Centralised Distribution Services to Dispatch/
Distribute ICAI study materials to its students, members etc.
including online sales thereof.**

Having examined the Tender Documents for captioned work, consisting of Notice Inviting Tender(s), Instructions to Tenderer(s), Eligibility Criteria, Scope of work, General Conditions of contract, bid evaluation process, and having understood the provisions of the said tender documents, I/We hereby submit my/our offer in accordance with the terms and conditions and within the time mentioned in the Tender Documents at the price quoted by me/us in the Financial Bid being submitted separately duly signed in a sealed cover as required along with Technical bid.

I/We have enclosed here with the tender document duly signed along with the required documents in separate envelopes containing the following:

1. Technical Bid and
2. Financial Bid

I/We hereby undertake that the statements made and the information given therein are true in all respect and that in the event of any such statement or information being found to be incorrect in respect of any of particulars, the same may be construed to be a misrepresentation entitling the ICAI to avoid any resultant contract/to terminate the contract and I/we shall compensate the ICAI for any loss/damage caused due to such misrepresentation and the ICAI may also, at its discretion may blacklist my/our agency and forfeit EMD.

I/We further confirm having enclosed herewith a Payee Demand Draft or Banker's Cheque No/UTR No..... dated.....for Rs. /- (Rupees.....) including GST issued by Bank in favour of "The Secretary, The Institute of Chartered Accountants of India" against the cost of Tender Form.

I/We, in terms of provision of tender conditions, hereby enclose a Payee Demand Draft, Fixed Deposit Receipt, or Bank Guarantee bearing No dated.....for Rs..... /- (Rupees only) issued by Bank in favour of the "The Secretary, The Institute of Chartered Accountants of India" towards Earnest Money Deposit.

I/We further note that ICAI can amend/alter/ modify the conditions in its discretion. I/ We also agree that the ICAI reserves the right to cancel the entire process of tender without assigning any reason.

I/We hereby accept all the terms and conditions of the Tender Document.

Yours faithfully,

Signature(s) of the Tenderer(s)

Name and Designation of authorized Person
Signing the Tender on behalf of the Tenderer(s)

Full Name and Address of the Tenderer(s)

Annexure-III

Declaration of Integrity and No Conflict of Interest (On letter head)

I/ We hereby declare that I/ We shall –

- a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process
- b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation
- c) Not indulge in any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process.
- d) Not misuse any information shared between the Procuring Entity i.e. ICAI and the Bidders with an intent to gain unfair advantage in the procurement process.
- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process.
- f) Not obstruct any investigation or audit of a procurement process
- g) Disclose conflict of interest, if any, and
- h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to,:

- a) Have controlling partners/shareholders in common; or
- b) Receive or have received any direct or indirect subsidy from any of them; or
- c) Have the same legal representatives for purposes of the Bid; or
- d) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information

- about or influence on the Bid of another Bidder or influence the decisions of the Procuring Entity regarding the bidding process or
- e) The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 - f) The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works of Services that are the subject of the Bid; or
 - g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity i.e. ICAI as engineer-in-Charge/Consultant for the contract.

For an on behalf of

Signature (with seal)
(Authorised Representative/
Signatory)

Name of the Person &
Designation

Date:

Place:

Annexure IV

Declaration by the Bidder regarding Qualifications (On letter head)

In relation to my/our Bid submitted to
for procurement of in response to
their Notice inviting Bids No. Dated I/We
hereby declare that:

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and State Government or any local authority as specified in the Bidding Document.
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not having my/our affairs administered by a Court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons.
4. I/we do not have, and our directors and officers not have been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
5. I/we do not have a conflict of interest that materially affects fair competition.

Date:
bidder)
Place:

(Signature of

Name
Designation
Address

Annexure V

(On Original Letter Head of the Bidder)

The Secretary,
The Institute of Chartered Accountants of India,
'ICAI BHAWAN',
Post Box Number 7100,
Indraprastha Marg New
Delhi-110002
Dear Sir,

Dear Sir,

Sub: Tender for

In terms of the requirements of the Tender No.....dated.....we hereby undertakes as under:-

1. That we are not involved in any major litigation that may have an impact on compromising the delivery of services or affect in supplying the manpower services as required under this tender.
2. That we are not blacklisted by any Central/State Government/Public Sector Undertakings / Autonomous Bodies under Central/State Government/Multinational Companies or by any Other Organization during the last 5 years from today.
3. That we are registered with the appropriate Government under The Contract Labour (Regulation and Abolition) Act, 1970 and hold a valid license under the said Act.

(Signature of Authorized Person)

Name:

Designation:

Date:

Place:

Office Seal:

Name of Witness with Signature:

Bank Account detail of ICAI

Beneficiary Name	THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA
Beneficiary address	'ICAI Bhawan', PB 7100, Indraprastha Marg, New Delhi-110002
Bank Account No.	055010100242608
Bank Name	Axis Bank Ltd.
Branch address	A-13 Swasthya Vihar Branch, Delhi - 110092
Account Type	Savings
IFSC Code	UTIB0000055

Or

<https://easypay.axisbank.co.in/easyPay/makePayment?mid=NDIzNjY%3D>

Further, you are requested to share UTR Number / Payment made Copy and Name and address + mobile number along with the technical bid of tender document.



THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA (ICAI)

TENDER FOR Outsourcing Centralised Distribution Services to Dispatch/ Distribute Across the Country and Abroad ICAI Study Materials/ Publications to its Students, Members and Other Stakeholders Including Online Sales Thereof

PART - II (FINANCIAL BID)

Name of Bidder: _____

Address: _____

LAST DATE OF SUBMISSION OF SEALED BIDS:	27th October 2023 upto 3.00 p.m.
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PART II

FINANCIAL BID PROFORMA

Note:

- a) Financial Part shall contain rates as per the prescribed format.
- b) No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in Price part of bid. ICAI shall not take cognizance of any such statement and may at their discretion reject such price bids.
- c) Bidders are advised NOT to mention Rebate/Discount separately, either in the Rate format or anywhere else in the offer. In case bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the Rates and indicate the discounted unit rate(s) only.
- d) In case, if it is observed that any of the bidder(s) has/have mentioned Discount/Rebate separately, the same shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest bidder, the Discount/Rebate offered by the bidder shall be considered for Award of Work and the same shall be conclusive and binding on the bidder

Courier Agency Name -

I. Dispatch of Study Material Kit:

Dispatch Location: From Dispatch Location - Vasai/Palghar/Mumbai

Weight	Local	Rate per packet (Rs.)					
		Metro city	Northern Region	Southern Region	Central Region	Western Region	Eastern Region
		(Delhi/NCR, Ahmedabad, Hyderabad, Bangalore, Chennai and Kolkata)	(Chandigarh, Haryana, Himachal Pradesh, Jammu & Kashmir, Punjab, Ladakh)	(Andaman & Nicobar Islands, Andhra Pradesh, Karnataka, Kerala, Lakshadweep, Pondicherry, Tamil Nadu, Telangana)	(Bihar, Chhattisgarh, Jharkhand, Madhya Pradesh, Rajasthan, Uttar Pradesh, UTTRAKHAND)	(Goa, Gujarat, Maharashtra, DADRA NAGAR HAVELI, Daman & Diu)	(Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Odisha, Sikkim, Tripura, West Bengal)
	Mumbai		(Except Column 1)	(Except Column 1)	(Except Column 1)	(Except Column 1)	(Except Column 1)
		1	2	3	4	5	6
		Surface	Surface	Surface	Surface	Surface	Surface
Upto 3 Kgs.							
5 Kgs.							
7 Kgs.							
8 Kgs.							
9 Kgs.							
13 Kgs.							
17 Kgs.							
Additional 1 kg. rate							

- Rates quoted above should be inclusive of all statutory levies, taxes/GST, Cess etc. as applicable, charges and cartage etc. and inclusive of Insurance, collection of material from printer/ Noida store, address printing and pasting, storage, Transportation and handling (loading and unloading) charges etc., and all other miscellaneous Charges and Dispatch and Delivery Charges (Packed kits in cartons will be provided by the printer)

Signature of the Proprietor/Director/Managing Director/Partner



Contact for Tender Filling and Documentation
Mob No.: +91 - 9630030343
Helpline: - 18008892553
Email ID:- proposal@tendersttime.com
Website:- www.tendersttime.com

Stamp & Signature of the bidder

Courier Agency Name -

I. Dispatch of Study Material Kit:

Dispatch Location: From - Delhi/ Agra/ Noida/ Faridabad/ Bahadurgarh/ Jhansi

Weight	Local Delhi / NCR	<u>Rate per packet (Rs.)</u>					
		Metro city (Mumbai, Ahmedabad, Hyderabad, Bangalore, Chennai and Kolkata)	Northern Region (Chandigarh, Haryana, Himachal Pradesh, Jammu & Kashmir, Punjab, Ladakh) (Except Column 1)	Southern Region (Andaman & Nicobar Islands, Andhra Pradesh, Karnataka, Kerala, Lakshadweep, Pondicherry, Tamil Nadu, Telangana) (Except Column 1)	Central Region (Bihar, Chhattisgarh, Jharkhand, Madhya Pradesh, Rajasthan, Uttar Pradesh, UTTRAKHAND) (Except Column 1)	Western Region (Goa, Gujarat, Maharashtra, DADRA NAGAR HAVELI, Daman & Diu) (Except Column 1)	Eastern Region (Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Odisha, Sikkim, Tripura, West Bengal) (Except Column 1)
		1 Surface	2 Surface	3 Surface	4 Surface	5 Surface	6 Surface
Upto 3 Kgs.							
5 Kgs.							
7 Kgs.							
8 Kgs.							
9 Kgs.							
13 Kgs.							
17 Kgs.							
Additional 1 kg. rate							

1. Rates quoted above should be inclusive of all statutory levies, taxes/GST, Cess etc. as applicable, charges and cartage etc. and inclusive of Insurance, collection of material from printer/ Noida store, address printing and pasting, storage, Transportation and handling (loading and unloading) charges etc., and all other miscellaneous Charges and Dispatch and Delivery Charges (Packed kits in cartons will be provided by the printer)

Signature of the Proprietor/Director/Managing Director/Partner

Stamp & Signature of the bidder

Courier Agency Name -

I. Dispatch of Loose Orders:
Dispatch Location: From Dispatch Location - Vasai/Palghar/Mumbai

Weight	Local	Rate per packet (Rs.)					
		Metro city	Northern Region	Southern Region	Central Region	Western Region	Eastern Region
		(Delhi/NCR, Ahmedabad, Hyderabad, Bangalore, Chennai and Kolkata)	(Chandigarh, Haryana, Himachal Pradesh, Jammu & Kashmir, Punjab, Ladakh)	(Andaman & Nicobar Islands, Andhra Pradesh, Karnataka, Kerala, Lakshadweep, Pondicherry, Tamil Nadu, Telangana)	(Bihar, Chhattisgarh, Jharkhand, Madhya Pradesh, Rajasthan, Uttar Pradesh, UTTRAKHAND)	(Goa, Gujarat, Maharashtra, DADRA NAGAR HAVELI, Daman & Diu)	(Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Odisha, Sikkim, Tripura, West Bengal)
		1	2	3	4	5	6
		Air	Air	Air	Air	Air	Air
Up to 250							
251-500							
501-750							
751-1000							
Next 500							

1. Rates quoted above should be inclusive of all statutory levies, taxes/GST, cess as applicable, charges and cartage etc. and inclusive of Insurance, collection of material from printer/ Noida store, Storage, packing and packing material with ICAI Branding, Transportation and handling (loading and unloading) charges etc., and all other miscellaneous Charges and Dispatch and Delivery Charges.
2. Above rates will be applicable only for those orders (only loose orders) whose weight is upto 4.5 kg except Self-paced Online Modules. Self-Paced will always be dispatched through surface mode.

Signature of the Proprietor/Director/Managing Director/Partner

Stamp & Signature of the bidder

Courier Agency Name -

I. Dispatch of Loose orders:

Dispatch Location: From - Delhi/ Agra/ Noida/ Faridabad/ Bahadurgarh/ Jhansi

Weight	Local	Rate per packet (Rs.)					
		Metro city	Northern Region	Southern Region	Central Region	Western Region	Eastern Region
		(Mumbai, Ahmedabad, Hyderabad, Bangalore, Chennai and Kolkata)	(Chandigarh, Haryana, Himachal Pradesh, Jammu & Kashmir, Punjab, Ladakh) (Except Column 1)	(Andaman & Nicobar Islands, Andhra Pradesh, Karnataka, Kerala, Lakshadweep, Pondicherry, Tamil Nadu, Telangana) (Except Column 1)	(Bihar, Chhattisgarh, Jharkhand, Madhya Pradesh, Rajasthan, Uttar Pradesh, UTTARAKHAND) (Except Column 1)	(Goa, Gujarat, Maharashtra, DADRA NAGAR HAVELI, Daman & Diu) (Except Column 1)	(Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Odisha, Sikkim, Tripura, West Bengal) (Except Column 1)
	Delhi /NCR	1	2	3	4	5	6
		Air	Air	Air	Air	Air	Air
Up to 250							
251-500							
501-750							
751-1000							
Next 500							

1. Rates quoted above should be inclusive of all statutory levies, taxes/GST, cess as applicable, charges and cartage etc. and inclusive of Insurance, collection of material from printer/ Noida store, Storage, packing and packing material with ICAI Branding, Transportation and handling (loading and unloading) charges etc., and all other miscellaneous Charges and Dispatch and Delivery Charges.
2. Above rates will be applicable only for those orders (only loose orders) whose weight is upto 4.5 kg except Self-paced Online Modules. Self-Paced will always be dispatched through surface mode.

Signature of the Proprietor/Director/Managing Director/Partner

Stamp & Signature of the bidder

Courier Agency Name -

1. Charges for International dispatches to United Arab Emirates, Nepal, Oman, United States, Indonesia, Qatar, Canada, United Kingdom

Weight in Grams	Nepal		UAE	OMAN	UNITED STATES	INDONESIA	QATAR	CANADA	UNITED KINGDOM
	Surface	Air	Air	Air	Air	Air	Air	Air	Air
Up to 500									
501 to 1000									
1001 to 1500									
1501 to 2000									
2001 to 2500									
3kg Kit									
5kg Kit									
6kg Kit									
7kg Kit									
8kg Kit									
12kg Kit									
13kg Kit									
Additional 1000 grams									

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

Courier Agency Name -

2. Packing, handling, carton charges for preparation of kits from loose books supplied by the printer.
Carton/ Packing charges for preparation of kits from loose books (5 Ply).

Packet weight in Kg.	In Rs.
Up to 3Kg.	
Up to 5Kg.	
Up to 10Kg.	

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

Note: - Printer will supply the kits in cartons for smooth dispatches. In certain case, kits are to be prepared from the loose books available with courier agency, only after receiving the approval from Publication and CDS Directorate. In those cases, the above rates shall be applicable.

3. Insertion/ Replacement of any book in kit only may be done by the vendor in certain cases for which no extra payment will be made.