



**THE INSTITUTE OF
Company Secretaries of India**
भारतीय कम्पनी सचिव संस्थान
IN PURSUIT OF PROFESSIONAL EXCELLENCE
Statutory body under an Act of Parliament
(Under the jurisdiction of Ministry of Corporate Affairs)

Kind Attention:

1. Institute has decided to extend the last date of submission of quotation upto **14th April 2023 by 02:00 PM** so that Tour operators get some more time for submitting their bids.
2. Institute has also decided to relax the qualifying criteria of having minimum annual turnover more than Rs. 30 crores.
3. Tour operators who are not having annual turnover of minimum Rs. 30 crores are also now allowed to submit their quotation. However, the tour operator who is finally selected for the assignment, he/she will be required to submit Bank Guarantee (BG) of 75% of the value of contract.

EOI DOCUMENT

FOR INVITING EXPRESSION OF INTEREST (EOI) FOR

TOUR OPERATOR SERVICES

FOR CONDUCTING

INTERNATIONAL PROFESSIONAL DEVELOPMENT

FELLOWSHIP PROGRAMME – 2023

(General Conditions)

For any query/clarification, please contact:

Mr. A K Srivastava

Joint Secretary

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA

C-36, Sector-62, Noida - 201309

Tel: 0120-4082109

E-Mail: 17ipdfp2023@icsi.edu

Date: 20th March, 2023

TOUR OPERATOR SERVICES FOR INTERNATIONAL PROFESSIONAL DEVELOPMENT FELLOWSHIP PROGRAMME – 2023

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

On behalf of the Participants (Members and their Family Members) desiring to visit the places for the above mentioned International Professional Fellowship Development Programme, the ICSI invites sealed offer from the reputed and established tour operators having **annual turnover more than Rs. 30 crores** and experience in the Guided International Tour operations for the above tour. Please note that ICSI is acting as the facilitator towards organizing the tour on behalf of the visiting members and their family.

SCOPE OF WORK

The 17th International Professional Fellowship Development Programme is to be conducted covering major destinations of:

a) **Mauritius & Seychelles**

b) **Vietnam, Cambodia and Laos.**

Proposed dates are as under :

(1) **starting on night on Saturday, 24th June 2023 and returning on Monday, 3rd July 2023;**

OR

(2) **starting on night on Monday 26th June 2023 and return on Wednesday 5th July 2023**

There would be a **one day/half day conference** in one pre-decided location, which will be participated by the touring delegates and the invitees/ delegates from other Countries. This may be arranged preferably on any pre-decided destination taking into account convenience of the participants.

Tour operator is to suggest best itinerary. In addition to a) **Mauritius & Seychelles** b) **Vietnam, Cambodia and Laos**, other nearby destination(s) may also be suggested on the basis of logistics of the tour, place of importance.

Dates : (Tentative): The dates are tentative. The suitable dates can be suggested by the tour operator and finalization shall be made mutually.

Suggested departure hub in India is Delhi/ Mumbai/ Chennai. **However, the Tour Operator may suggest the hub as per the operation of the Airlines**

In case the number of people are less than 10(Ten) on any hub, the tour operator may arrange for the nearest point of departure.

FLIGHTS

Ex Delhi - 40 pax, Ex Mumbai-20 pax, Ex Chennai-10 pax

Tour operator may also give costing for Ex-Bangalore & Ex-Kolkata. If there are some members from those locations also, same will be considered.

(*) Subject to minimum ten (10) persons from each departure location. In case the number of pax is less than 10, the additional cost to be borne at above destinations may be provided.

Number of Participants* Max 70 (The number may be increased/decreased)

Party may Quote the price on the basis of following numbers:

- a) **60 participants**
- b) **70 participants**
- c) **80 participants**

The Agency will have to provide the details of the following:

Detail Itinerary City wise

Detail of route use

Detail of carrier to be used like Flight, Rail/ Cruise, Coach, Car etc.

Detail of the stay arrangement (hotels, Rooms, facilities, **location of the hotel** (4 star and above) etc

Detail of Guided city tour

Detail of Menu day wise (Indian) for Breakfast/Lunch/Evening Snacks/Drinking Water / Dinner, (1 Gala Dinner) Combination of Veg and Non Veg Menu. The agency may obtain the preference of menu in registration form to be filled in by the participants.

Venue of the International Conference, the arrangement of Tea or coffee cookies and ancillary requirements such as Backdrop, projector, Pen, Pad, pencil, laptop, water bottle etc.

NOTE:

- *The Tour Programme should be arranged in a cost effective manner.*
- *Ticketing and baggage related instructions should be properly given by the Agency to Airlines.*
- *Cost for Gala Dinner shall be included.*
- *Insurance Coverage is essential to all age group.*

REGISTRATION

Registration of the delegates shall be done on the process mutually agreed by tour operator and the Institute.

VISA PROCEDURE

The Tour Operator will co-ordinate the visa process directly with the delegate till handing over of rendered passport to the delegates.

DOCUMENTATION CHECKLIST

The operator will provide the Visa processing Check list and other forms/ documents etc.

FAQ FOR THE TOUR

The Tour operator will prepare the FAQ for the Tour in consultation with ICSI.

The complete EOI document duly signed should reach the Institute on or before 30th March 2023 up to 11.00 A.M.

Interested Tour operator is required to send the hard copy of the duly signed EOI document in sealed envelope by hand / by speed post/ courier at the following address:

Mr. A K Srivastava
Joint Secretary
The Institute of Company Secretaries of India (ICSI)
C-36, Sector-62,
Noida – 201309

The Institute shall not be liable for any postal delay. EOI documents received after the stipulated date and time will not be entertained.

ICSI reserves the right to accept or reject any or all the EOI document including the lowest without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder due to action of ICSI on behalf of the participants. Further, the conditional Bids shall not be considered and will be out rightly rejected in the very first instance.

The Institute reserves the right to cancel/modify/amend the terms and conditions for providing Tour Operator Services without assigning any reason thereof.

For Further clarification, if any, undersigned may be contacted at tele : 0120-4082109 or Mobile : 9899349247 on any working day during office hours.

Date: 15th March, 2023

**A K Srivastava
Joint Secretary, ICSI**

Infrastructural BID (PART-I)

TO BE FILLED UP BY THE TOUR OPERATOR
EOI DOCUMENT FOR TOUR SERVICES FOR ICSI INTERNATIONAL PROFESSIONAL
DEVELOPMENT FELLOWSHIP PROGRAMME – 2023

Sl. No	Particulars	To be filled by the Agency
1.	Name & Address of the Tour Operator	
2.	Telephone No./Mobile no.	
3.	Email -Id	
4.	Audited Financial Statement Balance Sheet for last three years ending 31.03.2019/2020/2021 duly certified by the Chartered Accountant having annual turnover more than Rs. 30 crores (Rupees Thirty Crores only).	
5.	List of clients with number of visits to the countries mentioned in the Scope of Work (Attach documentary Proof)	
6.	Agency's 1 largest Group to these destinations visits (places and pax). (Attach documentary Proof like agreement/contract etc.)	
7.	Name & Contact details of the Person from amongst the party who have visited to the proposed destinations as mentioned in Clause (5) above and to whom a reference can be made for this visit. 1. 2.	
8.	Name and address of Operator's Bankers and Provide a Solvency Certificate from the Bank for a Minimum amount of Rs. 50.00 Lacs (Attach documentary Proof)	
9.	Tour Operator Registration No. (Attach a copy of the Registration Certificate / letter.)	
10.	Income Tax Permanent Account No. (Attach documentary Proof)	
14.	GST Registration no.	

Signature of the Authorized Person with Seal of the Company/ Firm

Date:

(TO BE FILLED UP BY THE TOUR OPERATOR)
EOI DOCUMENT FOR TOUR SERVICES FOR ICSI INTERNATIONAL PROFESSIONAL
DEVELOPMENT FELLOWSHIP PROGRAMME – 2023
(This part shall be put in a separate envelope and sealed)

PRICE SCHEDULE (PART-II)

1. Name of the Party:
2. Contact Person:
3. Address: _____

4. Phone No.:
5. Mobile no.:
6. Email ID :

(Please quote the rates in case the conference would be held as specified in the EOI document. The Tour itinerary design shall be upon the Tour Operator. The selection of day of conference shall be made, if there is any difference in cost in case of arranging the conference on any other day.

Option A

Tentative cost of the tour per person: if the Pax Size is 60

The cost of the tour per person will be on the basis of single/Double/twin sharing:

- | | |
|---|---------------------------------|
| A. Single occupancy basis | Rs. _____/- (Rupees -----Only) |
| B. Double occupancy/Twin sharing basis | Rs. _____/- (Rupees -----Only) |
| C. Child (Age 2 – 12 yrs) (without bed) | Rs. _____/- (Rupees -----Only) |
| D. Child (Age 2- 12) (with Bed) | Rs. _____/- (Rupees ----- only) |
| E. Infant (0 – 2 Yrs) | Rs. _____/-(Rupees -----Only) |

Option B

Tentative cost of the tour per person: if the Pax Size is 61-70

The cost of the tour per person will be on the basis of single/Double/twin sharing:

- | | |
|--|--------------------------------|
| A. Single occupancy basis | Rs. _____/- (Rupees -----Only) |
| B. Double occupancy/Twin sharing basis | Rs. _____/- (Rupees -----Only) |

- | | |
|---|---------------------------------|
| C. Child (Age 2 – 12 yrs) (without bed) | Rs. _____/- (Rupees -----Only) |
| D. Child (Age 2- 12) (with Bed) | Rs. _____/- (Rupees ----- only) |
| F. Infant (0 – 2 Yrs) | Rs. _____/-(Rupees -----Only) |

Option C

Tentative cost of the tour per person: if the Pax Size is 71-80

The cost of the tour per person will be on the basis of single/Double/twin sharing:

- | | |
|---|---------------------------------|
| A. Single occupancy basis | Rs. _____/- (Rupees -----Only) |
| B. Double occupancy/Twin sharing basis | Rs. _____/- (Rupees -----Only) |
| C. Child (Age 2 – 12 yrs) (without bed) | Rs. _____/- (Rupees -----Only) |
| D. Child (Age 2- 12) (with Bed) | Rs. _____/- (Rupees ----- only) |
| F. Infant (0 – 2 Yrs) | Rs. _____/-(Rupees -----Only) |

Tentative cost of the tour per person: if the Pax Size is more than 80

Other Charges includes:

- | | |
|---|-----------|
| A. Charges if any by the agency including tax, if any. | |
| B. Treatment of GST on services rendered to any delegate. | (_____) |

In case the number of people is less than 10 (Ten) from any of the destination as mentioned in the EOI document, the tour operator may arrange departure /arrival from/to the nearest point of departure. Please specify the additional cost(if any) if the person would like to visit from the destination which has the number less than 10:

In case all passenger have to board from Delhi with any Airline, then the tour operator will arrange the code share airline from other destinations to Delhi and vice versa and the cost shall be intimate separately in the price schedule.

Cost of the Package should be all inclusive which broadly includes:

- Departure & Return Economy class airfare.
- Airport taxes, visa charges (including services provided for visa of every person), Overseas Travel and Medical Insurance and service taxes as on date for the travelling period.
- Delegate Fee (the expenditure per head to be part of the conference) for the conference (Rs. -----) (to be filed by the tour operator)
- Accommodation in the hotel (4 star and above)
- Meals (breakfast, Indian lunch & Indian dinner), Transfers, Sightseeing/ entry fees to any places/Excursion as per the itinerary. Local meals may be arranged in case of Indian meal is not available but in discussion with the responsible officer of the ICSI.
- Gala dinner on at least one day during the tour at a place of the operator' choice. DJ should also be arranged.
- Minimum Two mineral water bottle per day per person (one ltr. minimum)
- Service of Professional Tour manager(s).
- Tips to the coach driver, if any.

Note: There would not be any affect to the price quoted to ICSI in case of any fluctuation of Currency, taxes etc. The tour operator should hedge to get rid of the risk.

Cost of Package does not include:

- Cost of US \$25,000 granted by RBI under the Basic Travel Quota (BTQ) scheme.
- Portage at hotels and airports, tips, laundry, wines, additional mineral water and all items of personal nature not forming part of the tour menu.
- Anything not specifically mentioned in the "Tour price includes" as above.
- Any other expenses of personal nature.

Payment Terms for Delegates

- Booking amount of Rs.----- /- before _____ (indicate date)
- Second Installment of Rs.-----/- by _____(indicate date) (after Visa and booking of Tickets)
- Third Installment Payment of Rs.-----/- by _____ (indicate date)
- Final Installment on successful completion of Tour of Rs-----/- by _____ (indicate date)

Cancellation Charges

After issue of the ticket or file visa - ___ % of the Tour Price
(i.e. upto 5.30 pm on _____)
Cancelled 15 working days prior - ___% of the tour price
(i.e. before 5.30 p.m. on _____ but from _____)
Cancelled 7 working days prior - ___ % of the tour cost
(i.e. from _____ onward)
Cancelled on the date of Journey/failed to join the programme.

The cancellation policy may be as per the above mentioned criteria.

Please mention the time frame for obtaining the above Visas:_____

Signature of the Authorized Person
with Seal of the Firm/ Company.
Date:

GENERAL TERMS AND CONDITION OF THE EOI DOCUMENT

1. INFRASTRUCTURAL BID

Infrastructural bid is the bid to evaluate the qualification, operational experience and ability of the firm on documentary basis. Mere submission and qualification will not be suffice to be technically qualified. The ICSI team may visit or enquire from the clients side and if satisfied then the party may be technically qualified.

2. PRICE SCHEDULE

There is a price schedule which has the cost part. The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation on any account. The bid submitted with a variation clause (unless asked by the ICSI) will be treated as non-responsive and may get rejected. However due to change in schedule as informed by ICSI, variation in airfare cost may be considered on furnishing relevant supporting documents.

3. EARNEST MONEY DEPOSIT (EMD)

No EMD is required to be submitted along with the bid.

4. VALIDITY PERIOD OF BID

Bid shall remain valid for 120 days from the last date of submission of bid. The bid valid for a shorter period shall be rejected by the ICSI as non-responsive.

5. FORMAT OF SIGNING THE BID

- a. The original copy of the bid shall be typed and shall be signed by the bidder or a person duly authorized by the bidder. The letter of authorization shall be accompanying the bid.
- b. All pages of the original bid shall be initialed by the person signing the bid.
- c. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be initialed by the bidder signing the bid.

6. DEADLINE FOR SUBMISSION OF BID

Bid must be received by the ICSI at the address specified and not later than the date and time specified in the EOI Document.

7. LATE BID

Any bid received late by the ICSI after the deadline for submission of the bid may be rejected at the sole discretion of the Institute.

8. MODIFICATION AND WITHDRAWAL OF BIDS

No bidder may modify or be allowed to withdraw bid subsequent to the deadline for submission of bids.

9. CLARIFICATION OF BIDS

To assist evaluation and comparison of the bids, the ICSI may ask the bidders for any clarification of the bids. The clarification and response from bidder shall be in writing.

The ICSI does not bind itself to accept the lowest or any EOI Document and reserves the right to accept the whole or any part of the EOI Document and altering the specifications/no. of pax offered and the operator shall oblige to do the same at the rate quoted.

10. EVALUATION OF EOI DOCUMENTS

The ICSI shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. The ICSI shall carry out detailed evaluation of the substantially responsive bids. The ICSI shall check the bid to determine whether they are complete, whether any computational errors have been made, proper documentation made, the ability of the party by inquiry etc.

Arithmetical error shall be rectified on the following basis: -

- a) If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the ICSI (lowest will prevail).
- b) In case of discrepancy in words and figures, the amount in words shall prevail (lowest will prevail).

The evaluation of the successful completion of tour with large number of pax similar to ICSI's requirement will be made by the committee. The Party therefore needs to give all the desired documents which help in evaluation.

A bid determined as substantially non-responsive shall be rejected by the ICSI.

The ICSI may waive any minor informal omission or non-conformity or irregularity in the bid which does not constitute a material deviation.

The ICSI shall evaluate in detail and compare the bids which are substantially responsive.

The ICSI also evaluate on the basis of presentation given by the operators. The best itinerary as well as price shall be taken into consideration.

ICSI shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.

The Bidder who provides information / documents as required above shall qualify subject to the submission of satisfactory report by our inspection committee /Credential verification if required, otherwise not.

11. NOTIFICATION OF SUCCESSFUL BIDDER

Prior to the expiration of the bid period, the ICSI will notify the successful bidder in writing by registered letter/Speed Post/in person or email, to be confirmed in writing by above mode that its bid has been accepted.

12. ISSUE OF LETTER OF INTENT

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

2. The bidder shall within 02 days of issue of letter of intent should give his acceptance in writing and will enter into an agreement.

13. CANCELLATION OF LETTER OF INTENT

Failure of the successful bidder to comply with the requirement of submission of acceptance certificate in time shall constitute sufficient ground for the cancellation of the acceptance of bid. In such case the ICSI may make the offer to any other bidder at the discretion of the ICSI or call for new bids.

14. POST BID CLARIFICATIONS

No post bid clarification at the initiative of the bidders shall be entertained and any effort by the bidders to influence the ICSI in bid evaluation, bid comparison or award of the work shall result in rejection of the bid.

15. SUBMISSION OF BID

Sealed offers shall be submitted containing Infrastructural Bid, Price schedule. The bidders are also required to attach entire document (except for the price bid part) duly signed & stamped as a token of acceptance to the ICSI conditions with this bid along with related documents like literature, catalogues, etc in sealed cover/envelope superscribing : EOI Document for **“INTERNATIONAL PROFESSIONAL DEVELOPMENT FELLOWSHIP PROGRAMME – 2023”** and shall be addressed to the ICSI at the following address:

Mr. A K Srivastava
Joint Secretary
The Institute of Company Secretaries of India
C-36, Sector-62, Noida- 201309

- (i) Envelope shall indicate the name and address of the bidders to identify the bid and to enable the bid to be returned unopened in case it is declared 'late' or 'rejected'.
- (ii) EOI Document may be sent by Registered Post/Courier/Speed post or delivered in person at the above-mentioned address. The responsibility for ensuring that the EOI Documents are delivered in time would vest with the bidder.
- (iii) Offer received through fax or through open letter will not be entertained.

CONDITIONS OF CONTRACT

16. PAYMENT TERMS

- a) Generally payment shall be made on phase basis.
- b) The payment of 1st phase may be released tentatively by 2023.
- c) The payment of 2nd phase will be released after completion of Visa processing.
- d) The payment of third phase will be released tentatively on2023.
- e) The final payment will be made within 20 DAYS after successful completion of the tour with mutually agreement upon the conditions. The schedule of payment may be changed with mutual consent.

The payment will be made on phase wise and in different percentages. The percentage and date of payment shall be discussed with the awarding party on mutually agreed terms.

17. EXECUTION OF CONTRACT

The lowest bidder with good exposure will enter into a contract with ICSI after awarding of the contract. But ICSI will also see other parameters to choose the party. Lowest one is not the only category to be chosen. The decision of ICSI will be final.

18. PERIOD OF CONTRACT

The period of Contract shall be from the date of award of contract and 20 days beyond the completion of the tour. However, ICSI at its discretion may curtail or extend the contact period as per terms & conditions of contract on the same rate, terms and conditions.

19. PRE-BID INSPECTION / SURVEY

The bidder may visit ICSI on any working days during the working hours and shall contact Mr A K Srivastava, Joint Secretary to have an understanding of the requirement.

20. DEPLOYMENT OF STAFF

1. The agency shall Deploy/ Depute Trained, Qualified and Experienced personnel for executing the day to day operation. He/she should be well conversant with cities /sites being visited, having prior experience in conducting tour in various cities /locations in proposed places of visit. One of the tour managers shall be the person who finalize the contract with the ICSI.

2. The personnel have to work as per the directives/instructions agreed upon in this regard.

3. The personnel accompanying the delegates in tour must be well behaved, compassionate, having through knowledge of the cities and relevant rules and regulations. They must properly guide the delegates during the tour.

4. The Tour operator shall be fully responsible for any kind of accident / mishap to their staff by taking insurance.

21. DAMAGE CAUSED TO INSTITUTION

In case of any damage caused to the Institution due to negligence, carelessness or inefficiency of staff of the agency, the agency shall be responsible to make good the loss. Decision of the Secretary/President, The ICSI shall be final & binding on both the parties.

22. SECURITY DEPOSIT

The Tour Operator shall deposit an amount of Rs.2,00,000/-(Rupees Two Lac) as Security or Bank Guarantee with the ICSI within 5 days of award of the Contract. The Security Deposit/Bank Guarantee should remain valid up to one month beyond the contact period. ICSI reserves the right to seize the security deposit if the contractor terminates the services without any reason.

23. TERMINATION OF CONTRACT

The Secretary, The ICSI reserves the right to terminate the contract with an advance notice of 15 days without assigning any reason. However, the actual payment made by the operator would be reimbursed on the proper submission of the bills and related documents subject to verification if any to be made by the ICSI. The cancellation amount retrieved from third party would also be taken into consideration.

The contract can also be terminated at the request of agency, with an advance notice of one month, failing which the agency is liable to pay liquidated damages besides forfeiture of security deposit / bank guarantee. The liquidated damages shall includes non-refunded amount against the advance paid to agency for booking of air ticket / hotel rooms, cost for processing of EOI Documents and other miscellaneous expenditure incurred by the Institutes in this regard.

24. FORCE MAJEURE:

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (herein after referred to

"eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or cease to exist.

In case of any dispute, the decision of Secretary, The ICSI shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract.

25. **GENERAL CLAUSE**

Whenever under this contract any sum of money is recoverable from and payable by the agency, the ICSI shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the agency. In the event of the security being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the agency or which at any time thereafter may become due to the agency under this or any other contract with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the agency shall pay the ICSI on demand the remaining balance due.

26. **SUB-CONTRACTING**

The bidder can assign or transfer and sub-contract its interest / obligations under the contract but the responsibility lies with the bidder and the bidder shall intimate that they are performing this contract through third party in abroad.

27. **JURISDICTION**

All disputes arising out at any time, in connection with operation, effect, interpretation or out of the contract or breach thereof are subject to the jurisdiction of Courts in Delhi.

28. **TERMINATION FOR DEFAULT**

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

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

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

c) If the agency, in either of the above circumstances, does not remedy his failure within a period as demanded by the circumstance (or such longer period as the ICSI may authorize in writing) after receipt of the default notice from the ICSI or without any notice or on a notice period of maximum of 30 days.

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

29. **RIGHT TO BLACK LIST**

ICSI reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid or contract without sufficient grounds.

30. **PENALTY**

The tour operator and the employees of the operator shall be held responsible for any guilty, fraud and mischief and misappropriation or any other type of misconduct or any

mishandling on the part of Tour operator/ his employee would be imposed a penalty of Rs. 5000/- per instance or Secretary, The ICSI may impose a penalty as deem fit according to the gravity of guilt/ loss/ misconduct/ misappropriation/mishandling etc.

31. **ARBITRATION**

In the event of any dispute arising between ICSI and the operator in any matter covered by this contract or arising directly or indirectly there from or connected or concerned with the said contract, the matter shall be referred to The Secretary, The ICSI who may himself act as sole Arbitrator or may name as Sole Arbitrator an officer of ICSI notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration and Conciliation Act,1996 as amended from time to time shall apply to such arbitration. The agency expressly agrees that the arbitration proceedings shall be held at ICSI HQ Lodi Road, New Delhi and the decision given by the ICSI shall be binding on both the parties. The proceedings of arbitration shall be in English language.

ACCEPTANCE CERTIFICATE

I..... (Designation)..... of (Name of the Company)

.....

hereby accept the Terms & Conditions as mentioned in the EOI document **dated 15th March 2023** for '**INTERNATIONAL PROFESSIONAL DEVELOPMENT FELLOWSHIP PROGRAMME – 2023**' of ICSI.

Signature

Company Seal

DATE: