



**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)

**ICSI HQ: ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003
ICSI NOIDA OFFICE: ICSI House, C-36, SECTOR-62, NOIDA-201309 (UP)**

Tender No. ICSI/PP/PVP/2022/57

August 4, 2022

Sub: Tender for Empanelment of Vendors for Printing of various Publications of the Institute on turnkey basis at ICSI.

Disclaimer: In view of emergent situation which has arisen due to pandemic of Coronavirus (COVID-19) in India, last date for submission of bid and date for opening of bids may be changed. Such changes, if any, shall be notified on ICSI's website (www.icsi.edu) and/or Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/epublish/app>). The notice of such changes will be binding on all the Bidders

1.	Tender Publish Date	August 4, 2022
2.	Tender Fee	Rs. 236/- (Rs. 200/-+ 18% GST) Rupees Two Hundred & Thirty-Six Only
3.	Earnest Money Deposit	Rs.76,000/- (Rupees Seventy-Six Thousand only)
4.	Last date and time for sending Pre-Bid Queries through email (*)	All queries must be sent at Email ID Manhar.malhotra@icsi.edu by 2:00 PM till August 10, 2022 . ICSI will hold a pre-bid meeting if requested by the bidders. The date, time and venue (offline/online) will be intimated accordingly.
5.	Replies of Pre-Bid queries will be uploaded at the ICSI website.	August 11, 2022
6.	Last Date and Time for Submission of Bids	August 25, 2022 , till 02.00 pm.
7.	Address for submission of Bids	The Institute of Company Secretaries of India in the tender box placed at Ground Floor, ICSI House, C-36, Sector - 62, Noida – 201 309
8.	Bid Validity	180 days from the date of opening of technical bids.
9.	Date, time & venue of opening of Technical Bids.	August 25, 2022 , at 3:00 PM or any other date and time as notified later. The Institute of Company Secretaries of India, ICSI House, C – 36, Sector – 62, Noida – 201309 or any other location as notified later.
10.	Contact details	Shri Nitin Jain, Joint Director (Printing & Publications) email: nitin.jain@icsi.edu , Tel. No. 0120 – 4522123.
11.	Institute's Website	www.icsi.edu

(* In view of emergent situation which has arisen due to pandemic of Coronavirus (COVID-19) in India, no physical meeting will be held. In case prospective bidders wish to have pre-bid meeting, it can be arranged through electronic mode (if requested by prospective bidders through e-mail). Date, time and mode of Pre Bid meeting (through electronic mode) will be informed through the e-mail ids those who request for the same and also be notified on the ICSI's website (www.icsi.edu) and/or Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/epublish/app>).

Statement of Confidentiality

The information contained in this Tender Document or subsequently provided to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of Institute of Company Secretaries of India (hereinafter "ICSI") or by any of their employees or advisors, shall be subject to the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided. The purpose of this tender document is to provide the Bidder(s) with information to assist the formulation of their proposals. This Tender Document does not purport to contain all the information each bidder may require. This tender document may not be appropriate for all persons, and it is not possible for the ICSI, their employees or advisors to consider the investment objectives, financial situation and particular needs of each bidder who reads or uses this tender document. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this tender document and where necessary obtain independent advice from appropriate sources. ICSI, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender document. ICSI may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.



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Sub: Tender for Empanelment of Vendors for Printing of various Publications of the Institute on turnkey basis at ICSI.

A. About ICSI:

The Institute of Company Secretaries of India (ICSI) is a statutory body constituted under an Act of Parliament i.e. the Company Secretaries Act, 1980 (herein after referred as ICSI / Institute). ICSI is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India and having its head office at 22, Institutional Area, Lodi Road, New Delhi. The Institute has other offices at C-36 & C-37, Sector – 62, Noida- 201309. ICSI is the only recognized professional body in India to develop and regulate the profession of Company Secretaries in India.

B. DEFINITIONS

- I. The “ICSI” / “Institute” means THE INSTITUTE OF COMPANY SECRETARIES OF INDIA, New Delhi.
- II. The “Contract” means **Printing of various Publications of the Institute on turnkey basis**, which the vendor is required to provide to the ICSI under the Contract through this tender.
- III. The words “Bid”, “RFP”, “Quotation”, “Tender” to be read inter alia and the words have been used inter-changeably. Therefore, the words may be understood and interpreted correctly as may be best applicable.
- IV. The words “Contract”, “Agreement”, “Order” to be read inter alia and the words have been used inter-changeably. Therefore, the words may be understood and interpreted correctly as may be best applicable.
- V. “Bidder” or “Tenderer” means the agency/firm that is engaged in the business of providing service for **Printing of various Publications on turnkey basis** and applies in response to this notice inviting tender/bid.
- VI. “Vendor” means the successful bidder who is engaged by ICSI for **Printing of various Publications of the Institute on turnkey basis**, through this tender process by entering the contract with the ICSI.
- VII. “Party” means ICSI or Vendor individually and “Parties” shall mean ICSI and Vendor collectively.
- VIII. “Letter of Intent” means the communication of the intention of the ICSI to the vendor for the award of work read with tender documents.
- IX. “Work Order” means the order placed by the ICSI to the vendor signed by the authorized officer of ICSI including all attachments and appendices thereto and all documents incorporated by reference therein. Work Order along with the Letter of Intent if any and tender documents and the agreement constitutes the contract.

The Institute of Company Secretaries of India (“ICSI”) proposes to empanel vendors for providing service of **Printing of various Publications of the Institute on turnkey basis** to the Institute. Sealed tenders are invited from experienced and reputed printing firm/service provider having offices in Delhi / NCR areas for providing the tendered service to The Institute of Company Secretaries of India (“ICSI”), hereinafter referred to as “The Institute”. Interested parties (hereinafter referred to as “The Service Provider”) may apply for above bid having good reputation and experience in providing tendered services to Government Department/Ministry/Organization/PSUs/ Autonomous bodies/Statutory bodies etc as per the details given in Part ‘A’, ‘B’ & ‘C’ of the Tender Document. The terms and conditions governing the instant Tender are as under:

PART 'A'

I: Instruction to Bidders

1. The tender document can be downloaded from August 4, 2022 to August 25, 2022 (till 01:00 PM) from the website of the Institute (www.icsi.edu) or Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/epublish/app>) for which Bidder would be required to enclose a demand draft of **Rs.236/- (Rs.200/- + Rs.36/- for 18% GST)** (non-refundable) from any of the scheduled bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi. The bidder can also make online payment of **Rs.236/- (Rs.200/- + Rs.36/- for 18% GST)** by using following online link : "<https://apps.icsi.edu/TenderApp/>" and enclose the receipt of online payment generated by the system towards the cost of the tender document with the bid. The bidder who fails to submit the cost of the tender document with the bid, their bid shall not be considered for evaluation and no further communication shall be entertained in this regard. If any discrepancies found in the downloaded version of the tender document, the latest version of the tender document published by the ICSI through website notification at Institute's website: <https://www.icsi.edu/tenders/> or **Central Public Procurement Portal (CPPP):**<https://eprocure.gov.in/epublish/app> will be treated as authentic and correct.

(Note: The bidders having valid registration with NSIC/MSME may avail exemption from submission of tender fee but must enclose valid NSIC / MSME certificate/document in envelope No. 1 instead of tender fee).

2. Earnest Money Deposit (EMD)

- i. Every bidder must make a deposit of Earnest Money (EMD) of **Rs.76,000/- (Rupees Seventy-Six Thousand only)** in the form of Demand Draft from any of the scheduled bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi. The bidder can also make online payment of the EMD using following online link: "<https://apps.icsi.edu/TenderApp/>" and enclose the receipt of online payment generated by the system with the bid.
- ii. Tenders received without the prescribed Earnest Money Deposit (EMD) shall not be entertained and shall be rejected summarily.
- iii. The EMD of the successful bidder can either be converted as part of the performance security on request of the bidder or will be refunded after receipt of Performance Guarantee/Security. In case the selected bidder/vendor opts to convert the EMD to be part of the performance security, balance amount towards the performance security is to be submitted by the selected bidder / vendor with the ICSI in the form of bank guarantee from scheduled bank immediately within seven (07) days of issue of work order but before execution of the agreement. The EMD of the unsuccessful bidders will be refunded without any interest/Bank commission/collection charges within 30 days after award of the contract / work order to the successful bidder. The balance of the performance security amount can also be submitted through demand draft issued from any

of the scheduled bank drawn in favour of “THE INSTITUTE OF COMPANY SECRETARIES OF INDIA” payable at New Delhi.

(Note: The bidders having valid registration with NSIC/MSME may avail exemption from submission of EMD but must enclose valid NSIC / MSME certificate/document in envelope No. 1 instead of EMD demand draft).

3. Forfeiture of EMD:

The EMD of the bidders shall be forfeited in the following circumstances:-

- i. the bidder withdraws its bid;
- ii. the selected bidder does not accept the Purchase / Work Order;
- iii. the selected bidder fails to supply goods / services as per the terms of the Tender and Purchase / Work Order.
- iv. any other justified reasons e.g. misleading or wrong information in the Bid, violation of the terms and conditions of the Tender, involvement in forming ring/cartel, submission of multiple bids in different names etc.

4. The sealed tenders are to be submitted in prescribed format on the bidder’s business letter head duly stamped, signed and dated on each page of Part ‘A’ & ‘B’ and ‘C’ as a token of the bidder’s unconditional acceptance to the terms prescribed by the Institute. Details/supporting documents wherever applicable, if attached with the tender must be duly authenticated by the bidder. No over-writing shall be accepted unless authenticated with full signature of the bidder. ICSI shall reserve its discretion to decide on authenticity/ validity of the over-writing without prejudice to its any other right. **Each and every page of the Tender document has to be signed, stamped and submitted with the Tender by bidder.**

5. **Bid Submission:** Each bidder shall submit the tender in three separate sealed envelopes, (i) EMD & Tender Fee is to be put in **envelope No. 1** (please mark the envelope as “**No.1 – EMD & Tender Fee**”), (ii) Part ‘A’ & ‘B’ including Form I (Annexure A), Form II(a) & II(b) (Annexure B1 & B2), and Form III (Annexure C) and Annexure E along with all requisite documents is to be put in **envelope No. 2** (please mark the envelope as “**No. 2 – Technical Bid**”), (iii) Part ‘C’ (Annexure D1 and D2) only is to be put in **Envelope No. 3** (Please mark the Envelope as “**No.3 – Financial Bid**”). All the sealed envelopes bearing No. 1, 2 and 3 are to be put in main envelop i.e. Envelope No. 4.

6. The bidders must mention the price details in the prescribed format of price bid which is to be put in the sealed envelope as instructed above. The bidders should ensure that price details are not mentioned anywhere, except the prescribed price bid format. In case, during the evaluation it is found that the bidder has mentioned the price details anywhere, other than the prescribed price bid; the bid submitted by such bidder shall be out rightly rejected.

7. The sealed tender envelope duly super scribed, “**Tender for Empanelment of Vendors for Printing of various Publications of the Institute on turnkey basis at ICSI due on August 25, 2022**” must be addressed to The **Secretary**, ICSI and be sent at the Institute’s address given below either by

registered post/speed post/courier or by dropping in the tender box placed at Ground floor of Institute's Noida office address as mentioned below & should reach on or before **2.00 PM on August 25, 2022**.

Address:

Secretary

The Institute of Company Secretaries of India

ICSI House, C-36 (**Ground Floor: Tender Box of Dte. of Purchase**)

Sector-62,

Noida – 201309 (UP)

The Institute shall not be liable for any transit delays whatsoever and tenders received after the stipulated time/date are liable to be rejected summarily without assigning any reason and without any further reference to the Bidder.

Note: The technical bid soft copy (complete in all respect) is also to be submitted by the bidders through downloadable link and such download link is to be shared on the following email id: rajeev.mishra@icsi.edu. Financial bid (soft copy) is not to be submitted by email till further notification.

8. The **Technical Bid shall be opened on August 25, 2022 at 3:00 PM** or any other date and time as notified later in the Institute of Company Secretaries of India at ICSI House, C-36, Sector-62 Noida 201309 or any other place as notified later in the presence of those bidder(s), who wish to be present. Due to present situation of lockdown due to pandemic of Coronavirus (COVID-19) in India, ICSI may decide to open the bids on electronic mode. Mode, Date & time of opening of bids will be informed through the e-mail id those who requests for the same and also be notified on the ICSI's website (www.icsi.edu). No separate communication will be sent in this regard through any other mode of communication. **In the event of due date being a closed holiday or declared Holiday for ICSI-HQ / Central Government offices, or due to the lockdown condition, the due date and time for opening of the bids can be changed on the sole discretion of ICSI which will be notified only at the ICSI website (tender page).**
9. The GST has rolled out with effect from 01.07.2017. For implementation of GST in ICSI, bidders who have not migrated to or registered with GST regime will not be eligible to participate in any tender of the Institute. Any offer received from the bidder without GST registration details will be summarily rejected.
10. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.
11. The bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged between the Bidder and the ICSI shall be in English.
12. ICSI shall have the right to assess the competencies and capabilities of the bidder by going through the credentials given in the Technical Bid and on the basis of such credentials, ICSI may reject the candidature of the bidder without assigning any reason. In such case(s) the Financial Bid shall not be opened for that particular bidder. The Financial Bid of only those bidders who qualify in the technical scrutiny shall be opened and time and date for opening the Financial Bid shall be communicated separately.

13. ICSI reserves the right of accepting the bid in whole or in part without assigning any reason and such decision shall be final. The part acceptance of the bid shall not violate the terms and conditions of the tender documents and the bidder shall execute the work at the specified rates without any extra charges or compensation within the stipulated period.
14. Incomplete bids shall be rejected out rightly. No alterations, amendments or modifications shall be made by the Bidder in the Tender documents and if any such alterations are made or any special conditions attached, the bid shall be liable to be rejected at the discretion of the ICSI without reference to the bidder. Tempering with any format given may be liable for rejection / disqualification of the bids. Correction and overwriting anywhere in the tender document should be avoided. Every correction and overwriting must be authenticated with full signature of the bidder, otherwise the tender is liable to be rejected. Decision of ICSI on such corrections, overwriting, authentications shall be final and binding on the concerned bidder.
15. The bidders must be based in Delhi-NCR or must have office & infrastructure of printing in Delhi-NCR. The bidder also must have capacity to make their own investment in paper. Institute will not pay any advance towards procurement of paper or any kind of printing job.
16. Each Bidder acknowledges and accepts that ICSI may in its absolute discretion apply selection criteria specified in the tender document for evaluation of proposals for short listing / selecting the eligible vendor(s). All Bidders on responding to ICSI for this tender will be deemed to have accepted the terms of this tender document. Non acceptance of any of the terms & conditions as stated in Tender document and non-submission of the stipulated Earnest Money Deposit (EMD) shall render the Bid invalid.
17. In the interest of the Institute, ICSI at its discretion may include or exclude any bidder who has served/worked for the ICSI by executing any similar contract through tender/RFP in recent past. Such inclusion or exclusion of bidder shall be decided during technical evaluation of the bids of this tender process.
18. The Institute reserves the right to accept or reject any or all the tenders including the lowest tender(s) without assigning any reason or to cancel the whole tender process at any stage without assigning any reason whatsoever at its sole discretion prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the ICSI's action. The decision of the Institute will be final and binding on all concerned.
19. The Bidder who was awarded any contract in the past by the Institute but terminated during the contract period due to unsatisfactory performance will not be eligible /considered to participate in this tender. Also, a bidder who was awarded any contract earlier but refused to continue the contract/refused to sign the agreement as given by the Institute will not be eligible to participate in this tender.

20. Eligibility Criteria

S. No.	Particulars	Response Yes/No	Supporting Document Reference with Page No.
1.	Bidder must be registered Partnership firm/LLP/Limited Co. registered under Indian Partnership Act, 1932 / LLP Act, 2008 or the Indian companies Act, 1956 / 2013, as the case may be. Please submit self-attested copy of the Certificate of Incorporation along with copy of MOA & AOA, Copy of Registration Certificate (s)/Registration		

	deed, as the case may be.		
2.	Bidder must have Full-fledged office/printing press, established in Delhi/NCR with state-of-the-art infrastructure computer system and printers (colour and black and white printing machines) of adequate capacities. The bidder must have minimum machines as listed out at Annexure A. Please submit Self-declaration on the business letter head of the bidder.		
3.	The premises of the bidder(s) where the work will be executed should have adequate security arrangements to protect confidentiality of the publication and documents of Institute. Please submit Self-declaration on the business letter head of the bidder.		
4.	Average of Annual Turnover in previous three financial years ended as on 31.03.2021 must not be less than Rs.50.00 lakh per annum. Please submit copy of supporting documents e.g., self-attested audited accounts and IT return (copy of full form) for all the three financial years.		
5.	The bidders must have experience in similar business not less than five (05) years ended as on tender submission closing date. Please submit copy of supporting documents e.g., self-attested copy of work order/completion certificate in support of the bidder's submission.		
6.	The bidder(s) must have served at least one similar organization (Government Departments/Universities /Autonomous Institute /Statutory bodies/ business houses) for similar services. Similar services mean "printing of various job work of the on turn-key basis". Please submit copy of supporting documents e.g., self-attested copy of work order/completion certificate in support of the bidder's submission.		
7.	Tender Fee or valid NSIC / MSME certificate/document		
8.	EMD or valid NSIC / MSME certificate/document		
9.	PAN. Please submit self-attested copy of PAN.		
10.	GSTIN Code. Please submit self-attested copy of GSTIN.		
11.	Bidder should not have been blacklisted by any Firm/Organization/School/Board/University/ Institution or any Government organization and no litigation is pending in the court of law against the bidder. Bidder also should not be under any legal action or not declared ineligible to participate for unsatisfactory past performance by the Government of India for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, any other unlawful or unethical business practices with any Central/ State Government Ministry/Department/ PSU/ Statutory Body / Government Company in last 5 years. The Bidder also must not have been declared bankrupt/insolvent or should not have filed for bankruptcy/insolvency in the past five years or in the process of being declared bankrupt / insolvent before any designated authority in any country. Please submit an undertaking on the Bidder's Business Letter Head signed by the Authorized Signatory of the bidder.		

12.	The Bidder who has refused to continue or sign the agreement in past for any contract awarded by ICSI, will not be eligible to participate in this tender. The bidder who has been terminated during the contract period due to unsatisfactory performance will also not be eligible to participate in this tender. Please submit an undertaking on the Bidder's Business Letter Head signed by the Authorized Signatory of the bidder.		
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21. Scope of Work:

- i. ICSI Publishes Various Books and get Printing jobs of Souvenir, Annual Report, Brochure, Catalogue, Pamphlets, envelopes for brochure and many other miscellaneous printings Jobs in a Year. The Books are printed in size 5.25"x8.25", 6.25"x9.25", 8.5" x 11" x 7"x 9.5", 4.5"x7" with print run of 100 copies to 10,000 copies. In addition, digital print run may be given in 1-100 copies. Generally, Paper of Size 20"x30", 23"x36", 25"x36", 20"x26", 22"x28" 80 GSM Map litho, 60 GSM Map Litho, 90 GSM Art paper Matt/Gloss, 100 GSM Art paper Matt/ Gloss, 130 GSM Art paper Matt/ Gloss used for inside and 250/300 GSM Art paper Matt/ Gloss used for Cover. However, Size, GSM and quality of paper may vary depending on the requirement of the job.
- ii. Specimen for the aforesaid publications is available with the Institute and can be seen by contacting the Purchase cell or Shri Manhar Malhotra, Deputy Director (Printing Cell) of the Institute on any working day during office hours (from 9:00 am to 5:30 pm). The bidder will be held responsible in case any misuse of CRCs, CD, Soft file is noticed at any point of time and action as deemed fit will be taken against the bidder by the Institute. The bidder shall maintain the confidentiality of the same and in the event of any violation either by sharing or by transmitting or by any means including theft either in full or in part of the content / data then the bidder is liable for civil and criminal actions and liable to pay damages as determined by the Institute.
- iii. Separate print order will be issued depending upon the requirement from time to time. In case of increase/decrease of number of pages, charges will be adjusted proportionately.
- iv. The vendors are expected to complete the jobs of printing of books and miscellaneous jobs with good quality within the given time schedule, strictly. Vendors shall use good quality paper and card free from specks, blemishes with proper brightness, opacity, and smoothness.
- v. The vendors will make use of its own paper as per specifications given in the Annexure – D(2). The rates of all types of printing activities as per Annexure - D(1) and rate of paper to be quoted should be all inclusive i.e. cartage, loading /unloading, consumables and taxes except GST. GST SHALL BE PAID EXTRA AS APPLICABLE. Quoted rates for printing activities and paper will be valid for four years. The contract may be extended for a further period up to two year(s) on the same rates (paper rate may be revised based on market trend), terms and conditions by the mutual written consent of the parties. No increase in the rates of printing activities and paper will be entertained during the period of contract. Sample of paper may be got approved by Dte. of Printing & publication of the Institute before printing.
- vi. In case of deviation in GSM of paper is higher than the prescribed limits (2%), penalty shall be imposed on the value of printing & paper/card of the relevant print order and where there are more than one title/volume in an order, the penalty shall be imposed on the full quantity of the order for the particular title/ volume only in which the deviation has occurred.
- vii. The Institute reserves the rights to accept/reject quality of paper without assigning any reason.
- viii. The Institute would provide: -
CDs and CRCs for the text and cover etc. which are to be returned back after completion of the work.
The matter for printing will be sent through e-mail also.
The vendor will be held responsible for the correctness of the matter as provided by the Institute; the Institute will not check any Ferro/ printouts etc.

In some cases, the Institute may demand the Ferro/printouts etc.

- ix. The Institute reserves the right to cancel/modify/amend the terms and conditions for outsourcing of printing of publications job without assigning any reason thereof.
- x. Certain jobs are required to be printed on priority basis working round of clock. Appropriate penalties and costs as mentioned in the agreement shall be recovered from the vendor, in case of failure to meet the quality as well as deadline. The conditions stated in the contract form shall be strictly adhered to.
- xi. Advance copies shall be submitted to the ICSI for approval before supply of bulk stocks at ICSI Store. In case of any error or defects noticed in the finished books, the necessary rectification shall be carried out by the vendors at their cost. The bulk stock received from the vendors shall be verified randomly by the concerned Production officer and staff of the godown. If any shortcoming is found, ICSI will decide whether to accept the stock after imposing penalty or to reject the whole stock. In case of rejection, the complete stock shall be reprinted by the vendor at its own cost and the decision of ICSI in this regard shall be final and binding on the vendor.

22. Evaluation of bids:

- i) The selection process consists of two phases' viz., a) Technical Evaluation and b) Commercial Evaluation. Evaluation Criteria would be based on Quality cum Cost Based System (QCBS) where appropriate weightage would be given to technical and commercial Bid only.
- ii) The technical bids will be evaluated based on the bid eligibility criteria and those who qualify in the technical evaluation process shall be declared as technically qualified eligible bidder for financial bid.
- iii) The INSTITUTE shall have the right to assess the competencies and capabilities of the Bidders by going through the credentials given in the Technical Bid and on the basis of such credentials, INSTITUTE may reject the candidature of the Bidder /vendor/s without assigning any reason. In such case(s) the Financial Bid shall not be opened for that particular Bidder.
- iv) Any bidder who puts any condition in the financial bid will be disqualified from the bidding process without any further reference to the bidder.
- v) Financial bid submitted in unsealed cover along with technical bid in violation of bid submission process will also attract disqualification of the bidder from the bidding process. Indication of price anywhere in the technical bid also will disqualify the bidder. In both the cases the EMD amount will be forfeited.
- vi) **Technical bid Evaluation Criteria:**
 - (a) Total marks for Technical Bid shall be evaluated /calculated by summing up the marks obtained for each Proficiency Criteria as stipulated below:

Technical Evaluation Criteria

S. No.	Proficiency Criteria	Distribution of Marks	Maximum marks
1.	Average of the annual Turnover of the previous three financial Years 2018-19, 2019-20 and 2020-21		
	a) more than or equal to Rs. 5 crores	20	20
	b) more than or equal to Rs. 2 crores but Less than Rs. 5 crores	15	
	c) more than or equal to Rs. 50 Lakh but Less than Rs. 2 crores	10	
2.	Quality of Printed dummy/sample copies of the study material/books/ Other Printing Material along with paper sample.		10
3.	Evaluation of bidder's infrastructure, technical expertise, past work experience of printing and binding of Books/ Others will be done through the Information / documents, such as client's certificate provided by the bidders as a part of the technical and infrastructure bids and through client's site visit and Interaction with its officials.		

a)	Experience of similar work of:		
(i)	more than or equal to 5 but less than 10 work orders in previous 5 years	10	15
(ii)	more than 10 work orders in previous 5 years	15	
b)	Infrastructure (technical, machines, manpower, area, etc. to be checked through records and press visit)	10	10
c)	(i) Specifications of Manpower -		
-	more than or equal to 15 manpower	10	10
-	More than or equal to 10 but less than 15 manpower	7	
-	Less than 10 manpower	5	
(ii)	space/area of the plant -		
-	more than or equal to 2,000 sq. ft.	5	5
-	More than or equal to 1,500 sq. ft. but less than 2,000 sq. ft.	3	
-	Less than 1,500 sq. ft.	1	
4.	Total experience of printing of books/other Printed Material		
a)	Experience in printing for More than or equal to 15 years	20	20
b)	Experience in printing for less than 15 years but more than or equal to 10 years	15	
c)	Experience in printing for less than 10 years but more than or equal to 7 years	10	
d)	Experience in printing for less than 7 years but more than or equal to 5 years	5	
5.	The Bidder should have FSC Certified and ISO 9001:2015	5	5
6.	The Bidder should have FSC Certified and ISO 14001:2015	5	5
	Total Marks		100

- (b) The technical bid of the Bidders will be evaluated in the line of the eligibility criteria and technical evaluation criteria as mentioned in the tender document.
- (c) Minimum marks to declare a bid technically qualified and eligible for opening of commercial bid is 40.
- (d) Printing press/clients visit, if required, by the evaluation team of the Institute shall be organized by the bidder at its own cost and risk.

vii) Commercial Bid Evaluation:

- a) Commercial bids of only those Bidders will be opened who qualify in the technical bid evaluation process. The date, time and venue for opening the Commercial bids will be intimated to the technically qualified Bidders only.
- b) Institute shall arrive at a benchmark rate (operative rates) which will be derived based on the L1 rates quoted by the bidders for each category/items and will be treated as benchmark rates. Institute shall offer this benchmark rates (operative rates) to all technically qualified bidders. Bidders who agree to get empaneled for the service with the Institute will be offered benchmark rates. The empaneled service providers who ever accept this benchmark rates (operative rates) shall be entrusted to provide the service to the Institute. However, Institute reserves the right to alter the allocation of quantum of business among various empaneled service providers at its discretion.

III. Terms and Conditions of the Contract:

1. **Duration of Contract:** Contract shall be initially for a period of four (04) years subject to evaluation of the performance on yearly basis. **The rates quoted shall remain valid till four years from the start date of contract.** No request for revision in rate of paper shall be entertained before completion of two years of the contract. The request for revision paper prices will be examined by a committee, constituted by the competent authority. Such committee will examine and recommend upon the revision of the paper prices. The Committee shall take into consideration the

information/supporting documents provided by the vendor for revision, the market conditions, and other relevant factors. The decision of the Institute will be final and binding in this regard. Institute may revise the prices of the paper prospectively from the date of issue of the next print order issued to the vendor after decision of the committee or after one year from the date of previous revision, as may be applicable.

2. **Extension of Contract:** On expiry of initial contract period, if the service of the vendor(s) found satisfactory, the ICSI reserves the right to extend the contract as mutually agreed, for further period up to Two (2) years, subject to evaluation of the performance on yearly basis on the same rate (rate of paper only can be revised based on the market trend), terms and conditions at the option of the ICSI on mutual consent. However, the vendors cannot claim extension of contract as a matter of right in any circumstances and decision of the ICSI shall be final and absolute.
3. **Subletting:** The whole work included in the Tender shall be executed by the vendor and the vendor shall not directly or indirectly transfer assign or sublet the contract or any part thereof or interest therein to any other party without the written consent of ICSI.
4. **Termination:** The contract entered in pursuant to the tender can be terminated by either party by giving three months' notice in writing. However, the termination shall not affect the contractual obligation in respect of completion of task / assignment of printing that have been commenced and in progress. The Institute shall settle the bill / outstanding's of the vendor within 60 days after the termination of contract or completion of printing work whichever is later on completion of all requirements.

5. Delivery Period:

Delivery Schedule	Will depend upon the nature of job and may vary from 1 day to 30 days
Delivery Point (For entire lot or in parts of an Order)	One / Two/ All the following: 1. ICSI House 22 Institutional Area Lodi Road New Delhi-110 003 2. ICSI – NIRC Building, 4, Prasad Nagar Institutional Area, New Delhi-110005 3. ICSI, C-36/C-37 Sector-62, Noida – 201 309 4. Any other location in Delhi/NCR as instructed by ICSI

- i. The vendor must implement, commission and deliver the contracted service as detailed in this tender executed and completed within the period as informed in the print order which will be issued in accordance with the terms and conditions of the Tender documents. The work shall however be carried out and completed in phases for which start date and completion date shall be mutually discussed and agreed upon between the vendor and ICSI before award of work order. The work shall not be considered as completed until ICSI certifies in writing that the same has been completed.
 - ii. Any delay by the Service Provider in the delivery of goods and services shall render Service Provider liable to any or all of the sanctions viz. invocation of Bank Guarantee / forfeiture of security deposit, imposition of liquidated damage, blacklisting etc.
 - iii. If the Service Provider fails to deliver any or all of the goods and services or complete the implementation, commissioning and delivery within the period specified in the tender/order, ICSI, shall without prejudice to its other remedies, impose penalty as per the penalty clause mentioned in the order.
6. The empaneled vendor(s) have to sign a contract for PRINTING OF VARIOUS JOB WORK OF THE INSTITUTE ON TURN-KEY BASIS as per requirement of the ICSI and shall execute a non-disclosure agreement on the non-judicial stamp paper of requisite value with the Institute at the commencement of the assignment, if required by ICSI.
 7. No increase in the rates of printing activities will be entertained during the contract period. Sample of paper may be got approved by Dte. of Printing and Publication of the Institute before printing.

8. The vendor will purchase the paper of its own. The Institute will not pay any extra charges other than contract rate.

9. Site for services is:

The Institute of Company Secretaries of India
C-36, Sector-62,
Noida-201309.

Or any other location as instructed by the authorized official of ICSI.

10. Intellectual Property Rights and other incidental rights

Copyright and any other intellectual property right shall vest with ICSI only. Editorial rights are also vested with the Institute. ICSI has intellectual property rights over its trade names, corporate signs, logos, software, proprietary information and know-how including the design conceptualized and/or developed for ICSI by the vendor or which the vendor may come across through this Contract. The vendor shall recognize ICSI's intellectual property rights for all purposes. Nothing in this Agreement shall confer on vendor any right or title in the intellectual property of ICSI. In the event of any violation either by sharing or by transmitting or by any means including theft either in full or in part of the content / data then the vendor is liable for civil and criminal actions and liable to pay damages as determined by the Institute. The vendor shall maintain the confidentiality of the publication entrusted to the vendor for printing. The vendor shall not edit, copy, reproduce re-print, assign, transfer to any third party, and / or use the material for itself or for any purpose, from the date of execution of the contract and after the completion of the contract.

11. **Performance Security:** The successful bidder must submit the security deposit/performance guarantee in form of a Bank Guarantee from any Nationalized bank (format enclosed as Annexure F) to cover any loss or damage caused to or suffered by the Institute due to acts of commission and omission by the successful bidder or any failure on the part of the successful bidder in fulfillment of terms and conditions of the contract and conditions contained in the contract. The value of the Security Deposit/Bank Guarantee has to be of equivalent amount of 5% of the annual contract price. The Bank Guarantee has to be submitted within 10 days of issue of order but before execution of the contract. The Bank Guarantee shall have to remain valid for the entire duration of the Contract plus three months beyond the completion of contract period. The successful bidder shall not be entitled to any claim or receive any interest on the amount of performance guarantee. The EMD of the successful bidder will be refunded after submission of the performance Guarantee/Security Deposit.

The successful bidder having valid registration with NSIC/MSME on the date of submission of tender, are also required to submit requisite security deposit / performance guarantee.

12. Payment Terms

- i. No advance payment will be made to the empaneled vendor(s) for any kind of job. The empaneled vendor(s) will raise bills on completion of each calendar month and payment will be made within 45 days of submission of bill/s in terms of order issued by the Institute after scrutinizing and verifying the same on submission of appropriate tax invoice. The bills must be accompanied with the delivery challan. All payments are subject to deduction of applicable taxes at source.
- ii. The Institute will be making payments for the job which is accepted at its end. Vendor is liable to replace the defective job within time

13. Payment of Taxes

The vendor shall be responsible for and shall pay all taxes, duties, assessments or other charges of any kind or nature whatsoever levied by any government or governmental body on or in connection with the Services including without limitation all statutory levies, taxes, fee, duties, rate, charges, surcharges etc. and any other tax ("taxes") levied on service provided by the Service Provider. ICSI may withhold from payments due to the Service Provider any amounts

required with respect to the taxes and to remit the same with the relevant authorities, in case of failure on the part of the Service Provider

14. Penalty Terms:

Liquidated damages during the implementation, commissioning, and delivery of the contracted work

- a. ½ per cent of total value of contract, for each day of delay, in case of services are delivered either in full or partly within 7 days after the due date;
- b. 1 per cent of total value of contract subject to maximum 10%, for each day of delay, in case of services are delivered either in full or partly beyond 7 days but up to 14 days after the due date;
- c. Even after two (02) weeks of delay, if the vendor fails to deliver the goods and services, ICSI may reject or accept the goods and services at its sole discretion after imposing applicable penalty and decide accordingly on approval of the competent authority.

All such penalties shall be limited to 10% of the contract value and may be recovered from the payment dues or the security amount / Bank Guarantee / EMD of the bidder as felt appropriate by the ICSI. In case of repeated penalties on Service Provider, the ICSI shall have right to terminate the contract by giving one month notice and such decision of the ICSI shall be final.

The ICSI may, without prejudice to any other method of recovery, deduct the amount of such damages from any money due or which may become due to the Vendor. The recovery or deduction of such damages shall not relieve the Vendor from any obligations and liabilities under the contract.

15. Vendor shall have to comply with the applicable laws/bye laws/Regulations in force from time to time along with all statutory liabilities as applicable to its workers/personnel engaged for the job. Nothing will be paid extra in this regard. If any amount is paid by ICSI in this regard, the same amount will be deducted from Vendor's bill.
16. Vendor shall have to arrange insurance cover for the workers/personnel engaged for the job. Vendor shall be responsible for all the dues of the workers/personnel engaged by it including the liabilities, if any, towards workmen compensation or under any other law.
17. Considering corona pandemic, the vendor will have to take reasonable steps regarding maintaining social distancing, health and sanitization SOP/guideline issued by MOHFW by the Govt. or ICSI from time to time while execution of the work awarded through this contract.
18. Vendor shall have to arrange insurance cover for the publication for any untoward loss, at its own cost risk and liability.

19. GENERAL:

- i. **Modification/variation in Terms of Contract:** ICSI reserves the right to modify or may bring some variation in the terms and conditions of the contract on mutually agreed terms, if it is found necessary due to any operational difficulty or any other genuine reasons.
- ii. **Recovery:** Whenever under the contract through this tender, any sum of money is recoverable by ICSI from the party or / and payable by the party to ICSI, the ICSI shall be entitled to recover such sum by appropriating in part or in whole from the security deposit of the party. In the event of the security being insufficient or if no security has been taken from the party, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the party or which at any time thereafter may become due to the party under this or any other contract with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the party shall pay the ICSI on demand the remaining balance due along with penalty.
- iii. **Dispute Resolution:** Any dispute, difference, controversy or claim ("Dispute") arising between the successful bidder and ICSI hereinafter jointly to be called "parties" and singularly as "party" out of or in relation to or in connection with the agreement/contract, or the breach, termination, effect, validity, interpretation or application of this agreement/contract or as to their rights, duties

or liabilities hereunder, shall be addressed for mutual resolution by the authorized official of the parties.

iv. **Arbitration:** If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall be referred to the Arbitration process. In the event of any dispute arising between ICSI and the vendor in any matter covered/ touched by this contract or arising directly or indirectly there from or connected or concerned with the said contract, the matter shall be referred to the sole arbitrator appointed by the mutual consent of both the parties. The decision / award of the Arbitrator shall be final and binding on the parties. Cost of Arbitration will be shared equally by the parties.

- i. The place of the arbitration shall be at the ICSI, 22, Institutional Area, Lodi Road, New Delhi.
- ii. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.
- iii. The proceedings of arbitration shall be in English language.
- iv. The parties are not entitled to approach any court of law without resorting to arbitration approach.
- v. The decision / award of the arbitrator shall be final and binding on parties to the arbitration proceedings.

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

vi. **Right to Blacklist:** ICSI reserves the right to blacklist a party / bidder for a suitable period in case such party / bidder

- fail to honour his bid without sufficient grounds or found guilty for breach of condition /s of the contract or guilty of fraud and mischief and misappropriation or any other type of misconduct on the part of party(s) / bidder(s).
- Giving false, misleading or fake information/ document in the bid;
- Withdrawing the bid after opening of the Financial bids;
- Refusal to accept Purchase/ Work Order at the quoted prices;
- Failure to supply goods of the ordered quantity/ quality/ specifications at the agreed rates within the time schedule;
- Adoption of any unethical or illegal practices;
- Any other justified reason.

vii. **Confidentiality:**

1. The bidder(s)/ vendor shall not use or disclose any Confidential Information of the Institute except as specifically contemplated herein. For purposes of this tender / contract "Confidential Information" means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.
2. The successful bidder acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to ICSI will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The successful bidder agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to ICSI in divulging the information by the employees of the successful bidder, the ICSI shall be indemnified. The

successful bidder agrees to maintain the confidentiality of the ICSI's information after the termination of the contract also. The successful bidder will treat as confidential all data and information about the ICSI /Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

- viii. **Sub-Contracting:** The successful bidder will not assign or transfer and sub-contract its interest / obligations under this contract to any other concern / individual without the prior written consent of the ICSI.
- ix. **Statutory Compliance:** The successful bidder will be required to comply with all statutory obligations from time to time applicable to this contract.
- x. **Compensation:** In case of any damage or loss caused to the Institute due to breach of term or condition of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct or deficiency of bidder(s)/vendor(s) or its staff, the bidder(s)/vendor(s) shall be liable to compensate the loss cause to ICSI and to pay damages. The Institute shall have right to adjust the damage / loss suffered by it from the security deposit / earnest money deposit / bank guarantee and / or to charge penalty as decided by the Institute. Decision of the Institute in this respect shall be final & binding.

xi. **TERMINATION**

Either party may terminate this Agreement by giving a three (3) months' notice in writing to the other party for termination of agreement.

The ICSI without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving One (01) months' notice in writing in case Service Provider fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Service Provider or by its staff or agent or in case there are more than 3 penalties on the Service Provider in any month.

Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall be continued by the empaneled vendor(s) during the period of the termination notice and the same must be satisfied/completed before this agreement/contract is terminated. The ICSI may also put in place any other agency for carrying out the remaining work and expenditure incurred on same shall be recovered from the empaneled vendor(s).

The Service Provider shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have been derived from the performance of this agreement in full, but which he did not derive in consequences of the full performance of this agreement not having been carried out, nor shall he have any claim for compensation / damage for the loss suffered by him by reason of termination of agreement by the ICSI. No claim for interest will be entertained by ICSI with respect to any moneys or balances, which may be in its hands owing to a dispute between the ICSI and the Service Provider.

xii. **Force Majeure**

- i. For the purpose of this Article, Force "Majeure" means any cause, which is beyond the successful bidder control or that of the Institute, as the case may be, which both could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the order, such as:-
- War / hostilities
 - Riot or civil commotion
 - Earth Quake, Flood, Fire, Tempest, Epidemics, Pandemic, Lightning or other natural physical Disaster, Quarantine restricts and Freight embargoes

- Restrictions imposed by the Government or other statutory bodies, which is beyond the successful bidder control or of the Institute, which prevent or delay the execution of the order either by the successful bidder or by the Institute.

- ii. If a Force Majeure situation arises, the successful bidder are required to promptly notify ICSI in writing of such condition and the cause thereof within a period of three (3) days from the date of happening of such an event requiring invocation of this force majeure article. Unless otherwise directed by the ICSI in writing, the successful bidder will continue to perform its obligations under this order as far as is reasonably practical and shall seek all reasonable alternative means for performances of this order.
- xiii. **Indemnity:** The Service Provider will indemnify ICSI against all statutory liabilities present and future arising out of this contract. In the event of violation of any contractual or statutory obligations, the successful bidder will be fully and solely responsible for the same. Further, in the event of any action, claim, damages, suit initiated against ICSI by any individual, law enforcement agency or government authority due to acts and omissions, the successful bidder will be liable to make good/compensate such claims or damages to the ICSI. As a result of the successful bidder action, inaction or any omissions, if ICSI is required to pay any damages to any individual, law enforcement agency or government authority, the successful bidder would be required to reimburse to ICSI such amount with other expenses incurred by ICSI or ICSI reserves the right to recover but not limited to such amount from the payment(s) due to the successful bidder while settling its bills or from the amount of security deposit lying with ICSI. However, ICSI reserves its right to take legal recourse as permitted under law of the land. In case of any damage caused to the institution due to negligence, carelessness or inefficiency of staff of the vendor, the vendor shall be responsible to make good the loss. The ICSI shall have right to adjust the damage / loss suffered by it from the security deposit or / and to charge penalty as decided by the Institute. Decision of the ICSI in this respect shall be final & binding on the vendor.

The services indicated in Part "C" (Financial Bid) are tentative and may be increased / decreased at the sole discretion of the Institute and the vendor shall have no right to claim any minimum/definite/guaranteed volume of business.

For any details / clarifications, bidders may contact: Shri Nitin Jain, Joint Director, Dte. of Printing and Publications, email: nitin.jain@icsi.edu Tel. No. 0120 – 4522123

Date: August 4, 2022

(A K Ghosal)
Director (Purchase & Stores)



**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)

Annexure - A

ICSI HQ: ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003

ICSI NOIDA OFFICE: ICSI House, C-36, SECTOR-62, NOIDA-201309 (UP)

Tender No. ICSI/PP/PVP/2022/57

August 4, 2022

Sub: Tender for Empanelment of Vendors for Printing of various Publications of the Institute on turnkey basis at ICSI.

**PART 'B' (TECHNICAL BID)
Form I: PARTICULARS OF BIDDER
(ALL COLUMNS ARE TO BE FILLED IN BLOCK LETTERS)**

1. Name of the bidder
 - (a) Trade Name _____
 - (b) Status of the Bidder _____
(Limited Co./ LLP /Partnership/)
(Enclose self-attested copy of document)
 - (c) Name of CEO/Directors /Partners/ _____
2. Postal Address _____
3. Telephone No. / Mobile No. for communication _____
4. (a) E-mail-id (mandatory) _____
(b) Website address (if available) _____
5. Bank Draft No, date, Bank name and amount (if applicable)/MSME or NSIC Regn. No.
 - (a) Tender Fees _____
 - (b) EMD _____
 - (c) MSME/NSIC Regn. No. (if applicable) & its valid period _____
(Enclose self-attested certificate photocopy)
6. Name of the Banker, Branch Name, A/c No. and IFS Code
(for e-payment purpose) _____
7. PAN (Enclose self-attested photocopy) _____
8. GSTIN Code (Enclose self-attested photocopy) _____
9. Trade License/Business License/CIN (if applicable) _____
(Enclose self-attested photocopy)
10. Lab. Licence/EPF/ESIC Reg. No. (if applicable) _____
(Enclose self-attested photocopy)
11. Any other Relevant Information _____
(e.g. Number of Years of Experience in similar line of business / Turnover for last Financial year)

I/We hereby declare and affirm that I/we have read and understood the terms and conditions of this tender/quotation/NIT as stipulated in the tender notice No._____. Accordingly, I/ we accept the terms and conditions and hereby offer the rates for “_____ (name of the work or supply)” as per Financial Bid (Part 'C').

Signature _____
(Authorized signatory of the agency)

Name of the bidder _____

Official seal of bidder _____

Date _____

- **NOTE: Please submit all supporting documents (self-attested photocopy) wherever applicable in support of the information furnished above with seal and signature of the bidder's authorized representative.**



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(Under the jurisdiction of Ministry of Corporate Affairs)

Annexure – B1

**ICSI HQ: ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003
ICSI NOIDA OFFICE: ICSI House, C-36, SECTOR-62, NOIDA-201309 (UP)**

Tender No. ICSI/PP/PVP/2022/57

August 4, 2022

Sub: Tender for Empanelment of Vendors for Printing of various Publications of the Institute on turnkey basis at ICSI.

Form II(a): INFRASTRUCTURE DETAILS (DOCUMENTS TO BE ENCLOSED)

1)	NAME OF PRINTING PRESS & COMPLETE ADDRESS DAVP GRADING (IF ANY)			
2)	TELEPHONE NO., FAX NO, E-MAIL, WEBSITE ADDRESS.			
3)	CONTACT PERSON			
4)	LEGAL STATUS i.e. WHETHER PUBLIC LTD. / PVT. LTD. CO / REGISTERED PARTNERSHIP / LLP (ATTACH DOCUMENTARY EVIDENCE)			
5)	COMPOSITION OF DIRECTORS / PARTNERS ETC. (ALONG WITH COMPLETE ADDRESS AND PAN CARD)			
6)	GST NUMBER NO. (ATTACH DOCUMENTARY EVIDENCE)			
7)	PAN (Copy Attach)			
8)	MSME CERTIFICATION (If Applicable) (ATTACH DOCUMENTARY EVIDENCE)			
9)	INFRASTRUCTURE AVAILABLE (CERTIFIED FROM COMPANY SECRETARY/ CHARTERED ACCOUNTANT/COST ACCOUNTANT)			
(PLEASE INDICATE NO. & TYPE OF MACHINE & MANPOWER DEPLOYED AGAINST EACH)				
	SECTION	NO. OF MACHINE	TYPE / SPECIFICATIONS	MANPOWER DEPLOYED
	DESIGNING/LASER / DTP TYPESETTING			
	PLATE MAKING/ CTP SECTION			
	PRINTING MACHINE – SINGLE COLOR/DOUBLE COLOUR/FOUR			

COLOUR SHEET FED OFFSET/WEB DIGITAL PRINTING			
FOLDING			
SECTION SEWING DIE CUTTING LAMINATION UV Varnishing FOILING			
BINDING (Centre Stitched) (PERFECT) (HARD CASE)			
DESPATCH			

10) Average of the annual turnover of the last three Financial Years i.e. 2018-19, 2019-20, 2020-21

11) Total area of plant

12) Number of books being done for govt. / educational institutions – please specify (in details)
Organization / name of book / print run / contact official with tel. No. (please attach separate sheet, if necessary)

Date:

Name and Signature of Bidder with Corporate Seal



**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)

Annexure – B2

**ICSI HQ: ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003
ICSI NOIDA OFFICE: ICSI House, C-36, SECTOR-62, NOIDA-201309 (UP)**

Tender No. ICSI/PP/PVP/2022/57

August 4, 2022

Sub: Tender for Empanelment of Vendors for Printing of various Publications of the Institute on turnkey basis at ICSI.

Form II(b): Eligibility Criteria Details

S. No.	Particulars	Response Yes/No	Supporting Document Reference with Page No.
1.	Bidder must be registered Partnership firm/LLP/Limited Co. registered under Indian Partnership Act, 1932 / LLP Act, 2008 or the Indian companies Act, 1956 / 2013, as the case may be. Please submit self-attested copy of the Certificate of Incorporation along with copy of MOA & AOA, Copy of Registration Certificate (s)/Registration deed, as the case may be.		
2.	Bidder must have Full-fledged office/printing press, established in Delhi/NCR with state-of-the-art infrastructure computer system and printers (colour and black and white printing machines) of adequate capacities. The bidder must have minimum machines as listed out at Annexure A. Please submit Self-declaration on the business letter head of the bidder.		
3.	The premises of the bidder(s) where the work will be executed should have adequate security arrangements to protect confidentiality of the publication and documents of Institute. Please submit Self-declaration on the business letter head of the bidder.		
4.	Average of Annual Turnover in previous three financial years ended as on 31.03.2021 must not be less than Rs.50.00 lakh per annum. Please submit copy of supporting documents e.g., self-attested audited accounts and IT return (copy of full form) for all the three financial years.		
5.	The bidders must have experience in similar business not less than five (05) years ended as on tender submission closing date. Please submit copy of supporting documents e.g., self-attested copy of work order/completion certificate in support of the bidder's submission.		
6.	The bidder(s) must have served at least one similar organization (Government Departments/Universities /Autonomous Institute /Statutory bodies/ business houses) for similar services. Similar services mean		

	“printing of various job work of the on turn–key basis”. Please submit copy of supporting documents e.g., self-attested copy of work order/completion certificate in support of the bidder’s submission.		
7.	Tender Fee or valid NSIC / MSME certificate/document		
8.	EMD or valid NSIC / MSME certificate/document		
9.	PAN. Please submit self-attested copy of PAN.		
10.	GSTIN Code. Please submit self-attested copy of GSTIN.		
11.	Bidder should not have been blacklisted by any Firm/Organization/School/Board/University/ Institution or any Government organization and no litigation is pending in the court of law against the bidder. Bidder also should not be under any legal action or not declared ineligible to participate for unsatisfactory past performance by the Government of India for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, any other unlawful or unethical business practices with any Central/ State Government Ministry/Department/ PSU/ Statutory Body / Government Company in last 5 years. The Bidder also must not have been declared bankrupt/insolvent or should not have filed for bankruptcy/insolvency in the past five years or in the process of being declared bankrupt / insolvent before any designated authority in any country. Please submit an undertaking on the Bidder’s Business Letter Head signed by the Authorized Signatory of the bidder.		
12.	The Bidder who has refused to continue or sign the agreement in past for any contract awarded by ICSI, will not be eligible to participate in this tender. The bidder who has been terminated during the contract period due to unsatisfactory performance will also not be eligible to participate in this tender. Please submit an undertaking on the Bidder’s Business Letter Head signed by the Authorized Signatory of the bidder.		

Form III: Tender acceptance letter to be printed on business letterhead of the bidder and to be submitted with the Technical Bid

To
The Secretary
Institute of Company Secretaries of India (ICSI)
ICSI House,
C – 36,
Sector 62, Noida-201309

Sub: Tender for Empanelment of Vendors for Printing of various Publications of the Institute on turnkey basis at ICSI.

Sir,

This is with reference to the tender no **Tender No.: ICSI/PP/Printing of various publications/2022/57** due on _____. We are interested to participate in the **Tender for Empanelment of Vendors for Printing of various Publications of the Institute on turnkey basis at ICSI** dated _____. We declare that:-

- i) We have read and understood the terms and conditions given in the quotation / tender Document;
- ii) We are eligible for award of the contract as per the qualification criteria mentioned in the quotation / tender Document;
- iii) We accept and agree to all the terms and conditions of the quotation / tender;
- iv) We shall comply with all the terms and conditions of the quotation / tender;
- v) All the information / documents provided in this bid are true to the best of his knowledge and belief. If at any stage, the information / documents are found to be false, misleading or incorrect then this Bid / Purchase Order shall be cancelled at his cost and risk and he shall indemnify the Institute for the loss caused due to the cancellation and we shall be liable for penal / legal action including black listing.
- vi) We understand that the Institute reserves the right to cancel the quotation / tender at any stage or to cancel / reject any one or more bid without incurring any liability.
- vii) We have attached all the documents as required, in support of the eligibility criteria of the tender document.
- viii) The duly signed copies of all the tender pages are attached herewith.

(Signature of the Bidder)
Printed Name Designation

Official seal/ stamp

Date:

PART-C

Tender No. ICSI/PP/PVP/2022/57

August 4, 2022

Sub: Tender for Empanelment of Vendors for Printing of various Publications of the Institute on turnkey basis at ICSI.

COMMERCIAL BID

The rates of all types of printing activities as per Annexure-B (I) and paper to be quoted should be all inclusive i.e. cartage, loading/unloading, consumables and taxes except GST. GST SHALL BE PAID EXTRA AS APPLICABLE. Rate quoted by bidders in the prescribed format shall be inclusive of all except GST which shall be shown separately as applicable.

SI No.	PARTICULARS	20"X 26"/8	20"X 30"/8	23"X 36"/8/16	25"X36"/8/16	Quantity generally ordered in one go
1.	CTP making Charges (for B/W printing) – 'A'	Up to 19"x26" (include 18"x23", 18"x25" @ Rs _____ per plate	Bigger than 19" x 26" and up to 25" x 36" @ Rs _____ per plate			
2.	Printing Charges (B/W Ptg) – 'A'	Up to 19"x26" (include 18"x23", 18"x25") @ Rs.----- ----- per plate per 1000	Size bigger than 19"x26" and up to 25"x36" @ Rs. _____ per 1000 or part thereof			
3.	CTP making charges for single colour (on art paper/art card also), double colour and 4 colour ptg. - 'B'	@ Rs _____ Per plate per colour (Maximum size up to 19"x26") @ Rs _____ Per plate per colour (Maximum size up to 25"x36")				Depends on book
4.	Printing charges per plate per 1000 or part thereof for single colour (on art paper/art card also), double colour and 4 colour printing. - 'B'	@ Rs _____ per plate per colour (Maximum size up to 19" x26" include 18"x23" and 18"x25"	@ Rs _____ Per plate per colour (Maximum Size up to 25"x36")			100 to 5000 copies

5.	Lamination charges per book (Gloss)	Cover of 20"x26"/8 @Rs-----per cover	Cover of 20"x30"/8 @Rs-----per cover	Cover of 23"x36"/8/16 @Rs-----per cover	Cover of 25"x36"/8/16 @Rs-----per cover	100 to 5000 copies
6.	Lamination charges per book (Matt)	Cover of 20"x26"/8 @Rs-----per cover	Cover of 20"x30"/8 @Rs-----per cover	Cover of 23"x36"/8/16 @Rs-----per cover	Cover of 25"x36"/8/16 @Rs-----per cover	Occasionally
7.	Foil stamping charges/per book	Cover of 20"x26"/8 @Rs-----per cover	Cover of 20"x30"/8 @Rs-----per cover	Cover of 23"x36"/8/16 @Rs-----per cover	Cover of 25"x36"/8/16 @Rs-----per cover	Occasionally
8.	Spot UV charges per square inch					Occasionally
9.	UV Varnish per square inch					Occasionally
10.	Embossing/ Debossing charges/per book	Cover of 20"x26"/8 @Rs-----per cover	Cover of 20"x30"/8 @Rs-----per cover	Cover of 23"x36"/8/16 @Rs-----per cover	Cover of 25"x36"/8/16 @Rs-----per cover	Occasionally

11.	Re-designing/Alteration charges in the softcopy of the design already available (per page) e.g. for ICSI Directory/Voter List/Ballot Paper etc.	Rs.-----per page				Occasionally
12.	Binding charges per book (perfect)	<p>Up to 100 pages Rs-----per copy</p> <p>-Up to 200 pages Rs-----per copy</p> <p>Up to 300 pages Rs----- per copy</p> <p>Up to 500 pages Rs-----per copy</p> <p>More than 500 pages will be paid on pro-rata rate.</p>	<p>Up to 100 pages Rs-----per copy</p> <p>-Up to 200 pages Rs-----per copy</p> <p>Up to 300 pages Rs----- per copy</p> <p>Up to 500 pages Rs-----per copy</p> <p>More than 500 pages</p>	<p>Up to 100 pages Rs-----per copy</p> <p>-Up to 200 pages Rs-----per copy</p> <p>Up to 300 pages Rs----- per copy</p> <p>Up to 500 pages Rs-----per copy</p> <p>More than 500 pages</p>	<p>Up to 100 pages Rs-----per copy</p> <p>-Up to 200 pages Rs-----per copy</p> <p>Up to 300 pages Rs----- per copy</p> <p>Upto 500 pages Rs-----per copy</p> <p>Rs-----per copy</p> <p>More than 500 pages</p>	One Book (1 to 5000 copies)
13.	Section sewing with perfect binding per book	<p>Up to 100 pages Rs-----per copy</p> <p>-Up to 200 pages</p>	<p>Up to 100 pages Rs-----per copy</p>	<p>Up to 100 pages Rs-----per copy</p> <p>-Up to 200 pages</p>	<p>Up to 100 pages Rs-----per copy</p> <p>-Up to 200 pages</p>	Occasionally

		Rs-----per copy Up to 300 pages Rs----- per copy Up to 500 page Rs-----per copy More than 500 pages will be paid on pro-rata rate.	-Up to 200 pages Rs-----per copy Up to 300 pages Rs----- per copy Up to 500 pages Rs----- per copy More than 500 pages	Rs-----per copy Upto 300 pages Rs----- per copy Up to 500 pages Rs----- per copy More than 500 pages	Rs-----per copy Up to 300 pages Rs----- per copy Up to 500 pages Rs----- per copy More than 500 pages	
14.	Centre stitched with cover or side staple (with 2-3 staples) (Cover will be pasted additionally)	Up to 100 pages Rs-----per copy -Up to 200 pages Rs-----per copy Up to 300 pages Rs----- per copy Up to 500 pages Rs-----per copy	Up to 100 pages Rs-----per copy -Up to 200 pages Rs-----per copy Up to 300 pages Rs-----per copy Up to 500 pages Rs----- per copy	Up to 100 pages Rs-----per copy -Up to 200 pages Rs-----per copy Up to 300 pages Rs----- per copy Up to 500 pages Rs----- per copy	Up to 100 pages Rs-----per copy -Up to 200 pages Rs-----per copy Up to 300 pages Rs----- per copy Up to 500 pages Rs-----per copy	One Book (1 to 5000 copies)

		More than 500 pages will be paid on pro-rata rate.	Up to 500 pages Rs----- per copy More than 500 pages	copy More than 500 pages	Rs----- per copy More than 500 pages	
15.	Hard Bound (like Diaries, books etc.) per book.	Up to 100 pages Rs-----per copy -Up to 200 pages Rs-----per copy Up to 300 pages Rs----- per copy Up to 500 pages Rs-----per copy More than 500 pages will be paid on pro-rata rate.	Up to 100 pages Rs-----per copy -Up to 200 pages Rs-----per copy Up to 300 pages Rs----- per copy Up to 500 pages Rs----- per copy More than 500 pages	Up to 100 pages Rs-----per copy -Up to 200 pages Rs-----per copy Up to 300 pages Rs----- per copy Up to 500 pages Rs-----per copy More than 500 pages	Up to 100 pages Rs-----per copy -Up to 200 pages Rs-----per copy Up to 300 pages Rs----- per copy Up to 500 pages Rs-----per copy More than 500 pages	Occasionally

16.	Wiro binding/ Spiral Binding	<p>Up to 100 pages Rs-----per copy</p> <p>-Up to 200 pages Rs-----per copy</p> <p>Up to 300 pages Rs----- per copy</p> <p>Up to 500 page Rs-----per copy</p> <p>More than 500 pages will be paid on pro-rata rate.</p>	<p>Up to 100 pages Rs-----per copy</p> <p>-Up to 200 pages Rs-----per copy</p> <p>Up to 300 pages Rs----- per copy</p> <p>Up to 500 pages Rs-----per copy</p> <p>More than 500 pages</p>	<p>Up to 100 pages Rs-----per copy</p> <p>-Up to 200 pages Rs-----per copy</p> <p>Up to 300 pages Rs----- per copy</p> <p>Up to 500 pages Rs-----per copy</p> <p>More than 500 pages</p>	<p>Up to 100 pages Rs-----per copy</p> <p>-Up to 200 pages Rs-----per copy</p> <p>Up to 300 pages Rs----- per copy</p> <p>Up to 500 pages Rs-----per copy</p> <p>More than 500 pages</p>	Occasionally
17.	Chapa Charges per chapa of 2 pages (per chapa)	@Rs-----per chapa				One or two chapa in one book (100 to 2000 copies)
18.	Binding of souvenir where page numbering is not mentioned (per book)(Perfect binding)(Forms of 2 pages, 4 pages, 8 pages or 16 pages	Up to 15 forms Rs. ____ per book	Up to 30 forms Rs. ____ per book	Up to 35 forms Rs. ____ per book	Up to 50 forms Rs. ____ per book	3 to 4 times in a year

	(Forms of Maplitho paper, Art Card and Art paper etc.)					
19.	Creasing charges (for greeting cards, invitation cards and for covers) (up to ready size 25" x 36"/8) per 1000 or part thereof	Rs.....Per 1000 or part thereof				50 to 1000 covers of a book
20.	Digital printout charges for B/W printing (Inclusive of paper and Printing)	A4 size----per copy (for single side printing)	13" x 18"----- per copy(for single side printing)	A4 size----per copy (for both sides printing)	13" x 18"----- per copy(for both sides printing)	5 to 500 copies occasionally
21.	Digital printout charges for 4 colour printing (Inclusive of paper and Printing)	A4 size Rs-----per copy (single side printing)	13"x18" Rs----- per copy (single side printing)	A4 size Rs----- per copy (for both sides printing)	13" x 18" Rs----- per copy (for both sides printing)	5 to 500 copies occasionally
22.	Set making charges i.e. Forms, Identity Cards etc. duly stapled at cover	Set making of two forms (1+1) Rs. _____per set	Set making of three forms (1+1+1) Rs. _____per set	Set making of four forms (1+1+1+1) Rs. _____per set	Set making of four forms (1+1+1+1) Rs. _____per set For Set making of more than 4 forms pro-rata rate will be paid	100 to 5000 sets
23.	Numbering Charges (on letter press) per 1000 or part thereof	Rs. _____per 1000 or part thereof				100 to 5000 copies
24.	Numbering (manual) charges 1000 or part thereof	Rs. _____per 1000 or part thereof				100 to 5000 copies

25.	Insertion of set of forms in the envelopes	Rs._____ per insertion(form of 3 or 4 sheets)	100 to 5000 copies
26.	Pasting of envelopes of forms in Cover III of Prospectus	Rs_____ per copy	100 to 5000 copies
27.	Packet making Charges in craft paper size maximum A4	Rs._____ per packet of 100 forms, Rs._____ per packet of 200 forms, Rs._____ per packet of 300 forms, Rs._____ per packet of 400 forms, Rs._____ per packet of 500 forms.	100 to 2000 packets
28.	Die making charges, Maximum size :25"x36" – 'P'	Rs.....per die	Occasionally
29.	Die cutting charges – 'P'	Rs.....per 1000 or part thereof	Occasionally

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SI No.	Paper Specification	Amount (in Rs.)
1.	Century/ABC/ Naini Premium/ Kappa G/ Trident/ Satia/ Mohit/ Shreyans Maplitho paper (60 gsm – 100 gsm) (Per Kg)	
2.	BILT/ ITC/ IPAPPM/ TNPL/ Khanna Vital/West Coast White ptg. Paper (60gsm – 100gsm) (Per Kg)	
3.	18" x 23"/ coloured ptg. paper (per ream of 480 sheets each)	
4.	20" x 30"/ coloured ptg. paper (per ream of 480 sheets each)	
5.	23" x 36"/ colored printing paper (per ream of 480 sheets each)	
6.	Sunbeam Ledger paper (Per Kg)	
7.	20"x 30" / Pre Gum paper (Avery) / (100 Sheet)	
8.	Art paper Gloss (BILT/JK) (90-170 GSM)/ Per Kg	
9.	Art Paper Matt (BILT/JK) (90-170 GSM)/ Per Kg	
10.	Imported Art Paper Gloss/Matt (90-170 GSM)/ Per kg	
11.	Imported Magnostar Art Paper (90-170)/Per Kg	
12.	BILT Sunshine Super printing/ Per Kg	
13.	Bilt Sunlit Cartridge/ Per Kg	
14.	NS high bulk Map Litho Paper (Seshasayee/ Star/Ruchika) Per Kg	
15.	Royal executive Bond Paper Per Kg	
16.	220-300 GSM Art Card (BILT/JK)/ Per Kg	
17.	220-300 GSM Imported Art Card/ Per Kg	
18.	250-300 GSM White back Duplex Board (ITC/ Khanna)/ Per Kg	
19.	250-300 GSM Grey back Duplex Board (ITC/Khanna)/ Per Kg	
20.	Mill board for Hard Bound (2-3 mm) Smurfit Kappa/ Per Kg	
21.	220-300 GSM SBS / FBBD Board (ITC/ Emami/ TNPL)/ Per Kg	
22.	PU Fabric Leather for Diary making	

Note:

- ❖ All rates to be quoted shall be inclusive of all charges (cartage, loading / unloading etc.) at Stores at Sector 62 NOIDA, Lodi Road and Prasad Nagar, and remain valid for four years from the date of issue of work order. To be extended on the same rate, terms and conditions of printing activities. No increase in rates of Paper and printing activities will be entertained during the period. Paper rates should not exceed the retail market rate during bidding of tender. GST will be Extra as applicable.

- ❖ ***No specific paper from ICSI will be given for delivery at NOIDA. Vendor has to make his own arrangements for clearance of goods from government authorities. Vendor will be held responsible for the safe delivery of goods on time at HQ, Prasad Nagar and ICSI Stores, NOIDA.***
- ❖ ***2% wastage to be allowed for B/W & per colour for colour printing and 2% wastage for lamination. Minimum wastage is 10 sheets (for B/W and per colour printing in case paper consumption is less than 250 sheets) for per form of 2 pages or 4 pages or 8 pages or 16 pages as the case may be.***

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The rates should be all inclusive of CTP, printing, die cutting, gumming, cost of paper, cartage and delivery. GST extra. 5 to 500 envelopes are generally ordered at one time. There are five to ten occasions in a year when envelopes are required. Institute will provide soft copy (PDF) of the envelope.

Minimum charges (inclusive of all i.e. paper cost, printing, envelope making, delivery etc.) for single colour printing in case quantity is less than 501 envelopes - Rs..... per envelope. GST extra

Minimum charges (inclusive of all i.e. paper cost, printing, envelope making, delivery etc.) for four colour printing in case quantity is less than 501 envelopes - Rs..... per envelope. GST extra

S No.	Item & Specifications	Unit of Measurement	Quantity	Unit Rate in Rupees (per envelope) GST extra
1	(ENVPROG003) ENVELOPE FOR PROGRAMMES IN THE SIZE OF 5.5" X 7.5" OF 120 GSM SUNSHINE PAPER WITH 1 COLOUR OFFSET PRINTING	Each	501-10,000	
2	(ENVPROG006) ENVELOPE FOR PROGRAMMES IN THE SIZE OF 5.5" X 7.5" OF 95 GSM SUNSHINE PAPER WITH 1 COLOUR OFFSET PRINTING	Each	DO	
3	(ENVPROG009) ENVELOPE FOR PROGRAMMES IN THE SIZE OF 8" X 10" OF 120 GSM SUNSHINE PAPER WITH 1 COLOUR OFFSET PRINTING	Each	DO	
4	(ENVPROG012) ENVELOPE FOR PROGRAMMES IN THE SIZE OF 8" X 10" OF 95 GSM SUNSHINE PAPER WITH 1 COLOUR OFFSET PRINTING	Each	DO	
5	(ENVPROG015) ENVELOPE FOR PROGRAMMES	Each	Do	

	IN THE SIZE OF 9.25" X 11.25" OF 120 GSM SUNSHINE PAPER WITH 1 COLOUR OFFSET PRINTING			
6	(ENVPROG018) ENVELOPE FOR PROGRAMMES IN THE SIZE OF 9.25" X 11.25" OF 95 GSM SUNSHINE PAPER WITH 1 COLOUR OFFSET PRINTING	Each	DO	
7	(ENVPROG021) ENVELOPE FOR PROGRAMMES IN THE SIZE OF 9" X 12.5" OF 120 GSM SUNSHINE PAPER WITH 1 COLOUR OFFSET PRINTING	Each	DO	
8	(ENVPROG024) ENVELOPE FOR PROGRAMMES IN THE SIZE OF 10" X 14" OF 95 GSM SUNSHINE PAPER WITH 1 COLOUR OFFSET PRINTING	Each	DO	

S No.	Item & Specifications	Per Unit cost	Quantity	Unit Rate in Rupees
9	(ENVPROG001) ENVELOPE FOR PROGRAMMES IN THE SIZE OF 5.5" X 7.5" OF 120 GSM SUNSHINE PAPER WITH 4 COLOUR OFFSET PRINTING	Each	501 to 10,000	
10	(ENVPROG004) ENVELOPE FOR PROGRAMMES IN THE SIZE OF 5.5" X 7.5" OF 95 GSM SUNSHINE PAPER WITH 4 COLOUR OFFSET PRINTING	Each	DO	
11	(ENVPROG007) ENVELOPE FOR PROGRAMMES IN THE SIZE OF 8" X 10" OF 120 GSM SUNSHINE PAPER WITH 4 COLOUR OFFSET PRINTING	Each	DO	
12	(ENVPROG010) ENVELOPE FOR PROGRAMMES IN THE SIZE OF 8" X 10" OF 95 GSM SUNSHINE PAPER WITH 4 COLOUR OFFSET PRINTING	Each	DO	
13	(ENVPROG013) ENVELOPE FOR PROGRAMMES IN THE SIZE OF 9.25" X 11.25" OF 120 GSM SUNSHINE PAPER WITH 4 COLOUR	Each	DO	

	OFFSET PRINTING			
14	(ENVPROG016) ENVELOPE FOR PROGRAMMES IN THE SIZE OF 9.25" X 11.25" OF 95 GSM SUNSHINE PAPER WITH 4 COLOUR OFFSET PRINTING	Each	DO	
15	(ENVPROG019) ENVELOPE FOR PROGRAMMES IN THE SIZE OF 9" X 12.5" OF 120 GSM SUNSHINE PAPER WITH 4 COLOUR OFFSET PRINTING	Each	DO	
16	(ENVPROG022) ENVELOPE FOR PROGRAMMES IN THE SIZE OF 10" X 14" OF 95 GSM SUNSHINE PAPER WITH 4 COLOUR OFFSET PRINTING	Each	DO	

TENTATIVE SLA FORMAT
(To be amended as per requirement of ICSI and as per tender terms)

1. Forfeiture of Security Deposit and Invoking of Bank Guarantee

ICSI shall have the right to invoke the Bank Guarantee and to forfeit the security deposit if the Printer contravenes or breaches any of the terms and conditions of the tender document/Work Order / Contract or if the Printer withdraws or amends, impairs or derogates from Work Order / Contract or fails to execute the work as per the Work Order / Contract or fails to deliver the satisfactory performance during the period of contract.

ICSI shall also have the right to invoke the Bank Guarantee and to forfeit the security deposit and to adjust the damage or loss caused to the ICSI due to the negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the Printer or its staff / employee / agent / representative.

Whenever under Work Order / Contract any sum of money is recoverable from and payable by the Printer, the ICSI shall have right to recover such sum by appropriating in part or in whole from the security deposit / bank guarantee of the Printer. In the event of the security deposit / bank guarantee being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Printer or which at any time thereafter may become due to the Printer under this or any other work order / Contract with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the Printer shall pay the Institute on demand the remaining amount.

2. Compliances of Law

A. The Printer shall provide the Services in strict compliance with all relevant laws and regulations of the State or Territory within India where the Services are being rendered and in accordance with the conditions of any permit, license or concession relating to any part of the Services, whether held by the Printer, ICSI or any other concerned party.

B. The Printer shall indemnify and hold ICSI harmless from and against any liability, penalty, cost or expense suffered or incurred as a result of the Printer failing to comply with any law, or regulation, or such permit or license relating to any part of the Services."

3. Payment of Taxes

The Printer shall be responsible for and shall pay all taxes, duties, assessments or other charges of any kind or nature whatsoever levied by any government or governmental body on or in connection with the Services including without limitation all statutory levies, taxes, fee, duties, rate, charges, surcharges etc. and any other tax ("taxes") levied on service provided by the Printer. ICSI may withhold from payments due to the Printer any amounts required with respect to the aforementioned taxes and to remit the same with the relevant authorities, in case of failure on the part of the Printer.

4. Consideration

In consideration of services being rendered by the Printer under this Agreement, ICSI shall pay an amount of Rs. -----(inclusive all taxes, fees, cess, charges, surcharges etc. except GST which will be paid extra as applicable) payable as per the terms and conditions of this Agreement.

5. Intellectual Property Rights

Printer shall not have any intellectual property right including copyright over any publication of ICSI which are undertaken by the printer for printing. It shall only print, design and deliver the publication items to ICSI. ICSI has and shall continue to have all the intellectual property right including copyright over all the publications which are undertaken for print by the printers. The Printers agree to respect each other's intellectual property Rights. Printer shall not use or display any intellectual property right of the ICSI to any third party without prior written approval of the ICSI. Each party shall continue to own the intellectual property developed prior to or independently of this agreement.

The Printer shall ensure that it holds all necessary patents, license rights and other proprietary rights required in respect of any device or method used by it while conducting / providing the Services. The Printer shall indemnify and hold ICSI harmless from and against any liability, penalty, cost or expense suffered or incurred as a result of the Printer failing to comply with this obligation.

6. Indemnity

- a. *the Printer shall be solely liable for and shall indemnify ICSI, its officers, servants, employees and agents against all liabilities, losses, claims and expenses of any nature whatsoever arising from any personal injury or illness (including death) of any nature whatsoever and any penalty, loss, damage or destruction to any property whether real or personal where such liability arises out of or in connection with the rendering of the Services under the Work Order / Contract whether under common law, under statute or otherwise. The Printer further covenants and agrees to indemnify and keep at all times indemnified the ICSI against any loss or damage that the ICSI may sustain directly or indirectly as a result of the failure or negligence of the Printer or its employees to faithfully carry out its obligations under Work Order / Contract and further to pay for all losses, damages, costs, charges and expenses which the ICSI may reasonably incur or suffer and to indemnify and keep indemnified the ICSI in all respects.*
- b. *The indemnifying party shall be granted immediate and complete control of any claim of indemnity and the indemnified party shall not prejudice the indemnifying party's defense of the claim.*

The indemnified party shall give the indemnifying party all reasonable assistance at the expense of the indemnifying party on such claim of indemnity.

7. Force majeure

The Parties shall not be liable for any failure to perform, any of its obligations under the Work order / Contract if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

"Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

8. Confidentiality of Information

- a. *During the term of the Work Order / Contract and thereafter, any disclosure party's Confidential Information received by the receiving party, under and by virtue of the Work Order / Contract, shall be maintained in the strictest confidence and trust and shall not be disclosed to a third party without the prior written consent of the disclosing party, unless such information is required to be disclosed in pursuance of the order of a competent court, tribunal or other regulatory authority exercising valid jurisdiction, in which case the party required to make the disclosure shall promptly notify the other Party in writing of such disclosure. For purposes of this agreement "Confidential Information" means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and / or (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.*
- b. *Any software / hardware material, product specifications, financial information, documents covered under Work Order / Contract shall be confidential information and deemed to be in private domain and it shall not be made public or shared with any other party without the prior written consent of the ICSI.*
- c. *Provided that upon the expiration, cancellation, or termination of Work Order / Contract, each party shall, upon the written request of the other party, return or destroy, to the satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.*

9. Genuine Software

Both parties agree that the software that is required to be used for the purposes as envisaged under Work Order / Contract shall be genuine and registered software and not a pirated version of any nature.

10. Blacklisting

Notwithstanding any other remedy, the ICSI may by notice in writing blacklist the Printer for suitable period in case Printer fails to discharge its obligation under Work Order / Contract without sufficient grounds or found guilty for breach of condition(s) of the Work Order / Contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by the Printer or by its staff or agent.

11. Governing Law

The Work Order / Contract shall be interpreted in accordance with and governed by the laws of India.

12. Dispute Resolution:

Any dispute, difference, controversy or claim ("Dispute") arising between the Parties out of or in relation to or in connection with Work Order / Contract, or the breach, termination, effect, validity, interpretation or application of this Work Order / Contract or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorised official of the parties. If, for any reason, such Dispute cannot be resolved amicably by the Parties, the same shall be referred to the sole arbitration of the Secretary of the Institute of Company Secretaries of India or any other person appointed by him as Sole Arbitrator. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force will be applicable to the arbitration proceedings. The venue of the arbitration shall be at New Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The language of the arbitration and the award shall be English. The decision / award of the arbitrator shall be final and binding.

13. Independent Contract & Relationship between the Parties

The relationship of the Printer to ICSI under this Agreement shall be that of an independent contractor. The acts/performance and actions taken by either party in furtherance of their respective activities of operation shall not bind the other except to the extent provided under Work Order / Contract. The acts performed and action taken by either party that do not fall under the Work Order / Contract shall have binding effect on the other to the extent they are reduced to writing and the prior consent of the other party is obtained.

That it is expressly understood & agreed between the parties to this agreement that the personnel(s) employed / hired / engaged (permanent / regular / casual / contractual / temporarily / daily wager or whatever be the status / name) by the Printer directly or indirectly for the execution of work as provided under this agreement, shall not be employee / officer of the ICSI for any purpose. None of such person of the Printer shall have any right to claim anything against the ICSI.

14. Non-Exclusive Agreement

The Work Order / Contract between the ICSI and the Printer is a non-exclusive agreement. The ICSI shall be free to enter into any such agreement with any other Printer provider during currency or the extended currency of Work Order / Contract.

15. Complete / Entire Agreement:

The Work Order / Contract, it's Attachments, if any, and the documents specifically referred herein constitute the complete Agreement between the Parties and replace any written or oral Agreement or understanding with respect to the subject matter. Changes, amendments or interpretations of the Work Order / Contract shall be valid only if they are in writing and signed by both parties, except that each Party may make a change of domicile or change of the name of the person to whom notifications shall be sent. This notification shall be made through a written document to the other Party to the Work Order / Contract.

16. Representations and Warranties

The Parties represent and warrant that they have relevant authority and permission under the applicable laws/ rules/ notifications or by virtue of the order/ instruction/ directive from the relevant authority to enter into this Agreement.

17. Non Waiver:

Failure to exercise by either party of any right under the Work Order / Contract in one or more instances shall not constitute a waiver of those rights in another instance. Such waiver by one Party of any of the rights established herein shall not be considered as a waiver of another right established herein. A provision or right under the Work Order / Contract shall not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by all the parties.

18. Severability

If any provision of the Work Order / Contract is held invalid, unenforceable or illegal for any reason, the Work Order / Contract will remain otherwise in full force apart from that provision(s) which shall be deemed deleted.

19. Assignment & Sub-Letting

Neither party shall assign or sub-let any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other. However, nothing in the foregoing shall be affected in the event of there being a merger, amalgamation or takeover of the business/ management of a party. In such an eventuality all the rights and obligations shall automatically be vested with the entity with which such party has been merged or is taken over.

20. Notices & Notifications:

All notices, notifications, request, consents or other communications required or permitted to be given to either party pursuant to the Work Order / Contract shall be in writing and shall be delivered personally or sent by Registered Post with acknowledgement due, Speed post or by courier to the addresses indicated in this Agreement. Any change of Address should be notified to each other.

21. Alteration and Modification

Any alteration or modification or waiver in connection with the Work Order / Contract will not be effective unless made in writing and signed by both the parties.

22. Headings:

The headings used in this Agreement are for purposes of convenience only and shall not control the language or meaning of the provision following.

23. Precedence:

In the event of any ambiguity or doubt or dispute on the terms and conditions applicable, the order of precedence for the purposes of resolving such ambiguity, doubt or dispute shall be:

- a. This Agreement*
- b. The Attachments (if any)*
- c. The Work Order*
- d. The Offer / Tender documents.*

24. Jurisdiction of Courts:

All disputes arising out of or relating to the Work Order / Contract shall be deemed to have arisen in New Delhi and only courts having jurisdiction over Delhi shall determine the same.

Format- Performance Bank Guarantee from a Nationalized Bank**FOR PERFORMANCE GUARANTEE**

Ref. No.

Bank Guarantee No

Dated

To,
 The Secretary
 Institute of Company Secretaries of India
 ICSI House, 22, Institutional Area,
 Lodi Road, New Delhi-110003

1. Against contract vide Advance Acceptance of the Tender covering "RFP for " (hereinafter called the said 'contract') entered into between the Institute of Company Secretaries of India, (hereinafter called the Purchaser) and _____ (hereinafter called the Contractor) this is to certify that at the request of the Contractor we _____ Bank Ltd., are holding in trust in favour of the Purchaser, the amount of Rs _____/- (Rs.----- only) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Contractor and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Contractor i.e. till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.
5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
6. We _____ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Contractor and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance by the Purchaser to the said Contractor or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

WITNESS NO. 1

Authorised Bank Representative

Full name and official
Address (in legible letters)

----- (Signature)
(Signature)
Full name, designation and
address (in legible letters)
with Bank stamp

WITNESS NO. 2

(Signature)
and official
(in legible letters)

Attorney as per power of
Attorney No..... Full name
Dated..... Address