



**THE INSTITUTE OF
Company Secretaries of India**

भारतीय कम्पनी सचिव संस्थान

IN PURSUIT OF PROFESSIONAL EXCELLENCE

Statutory body under an Act of Parliament

ICSI HOUSE, C-36, SECTOR-62, NOIDA -201309

Tender No. ICSI/PP/Printing of various publications/2019

14th June, 2019

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

Tender Notice

Sealed tender is invited from resourceful service providers for 'Empanelment of Printers for Printing of various Publications of the Institute on turnkey basis at ICSI.

The detailed terms & conditions are available at tender page of the ICSI website i.e. www.icsi.edu. All further communication for this tender will be notified only at ICSI website. **The last date of submission of the tender is 5th July, 2019 by 2:00 PM.**

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Tender Publish Date	14th June, 2019
Cost of Tender Document	Rs.590/- (Rs. 500 + GST 18%) (Rupees Five Hundred & Ninety Only)
Earnest Money Deposit	Rs.2,25,000/- (Rupees Two Lakh Twenty Five Thousand only)
Last date and time for sending Pre-Bid Queries in writing or by email	20 th June, 2019 by 02:00 PM Shri Nitin Jain, Joint Director (Printing and Publication), email Id: nitin.jain@icsi.edu Address: The Institute of Company Secretaries of India ICSI House, C-36, 6 th Floor Sector - 62, Noida - 201 309
Pre Bid meeting if requested by prospective bidders through e-mail	21 st June, 2019 at 11:00 AM Address: The Institute of Company Secretaries of India ICSI House, C-36, 5 th Floor Sector - 62, Noida - 201 309
Last Date and Time for Submission of Bids	5 th July, 2019 by 2:00 PM
Address for submission of Bids	The Institute of Company Secretaries of India ICSI House, C - 36 (Ground Floor: Tender Box) Sector 62, Noida - 201309
Venue, Date and time of opening	Address:

of Technical Bids.	The Institute of Company Secretaries of India ICSI House, C - 36, 5 th Floor Sector - 62, Noida - 201 309 Date: 5 th July, 2019 at 3:00 PM
Bid Validity	90 days after the date of opening of Technical Bids.
Contact details	Shri Nitin Jain, Joint Director (Printing and Publication), Tel: 0120-4082123, email Id: nitin.jain@icsi.edu / Shri Manhar Malhotra, Assistant Director (Printing and Publication), Tel: 0120-4082129, email Id: <u>manhar.malhotra@icsi.edu</u> ICSI Noida Office, ICSI House, C-36, Sector 62, Noida
Institute's Website	www.icsi.edu

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TENDER DOCUMENT

Tender No. ICSI/PP/Printing of various publications/2019

14th June, 2019

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

The Institute of Company Secretaries of India is a statutory body constituted under an Act of Parliament i.e. the Company Secretaries Act, 1980. It functions under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India having its headquarters at "ICSI House" 22 Institutional Area, Lodi Road New Delhi-110 003.

Sealed tenders are invited from printers of DELHI-NCR by **Shri Ashok Kumar Dixit, Officiating Secretary**, The ICSI, from parties for outsourcing of printing work of various publications e.g. Brochures, Pamphlets, and Folders, Books etc. as per the details given in Annexures B- (I) & II).

1. Preparation of Bidding Document:

- i) The tender document may be obtained during working hours from **14th June, 2019 to 5th July, 2019 (by 1.00 P.M.)** on all working days on payment of Rs.590/- (Rs. 500 + GST 18%) (Rupees Five Hundred & Ninety Only) (Non-refundable) from the Reception Counter of the INSTITUTE at "ICSI House" C 36, Sector 62, Noida - 201 309 on cash payment or by submitting a demand draft of any Scheduled Bank of same amount in favour of "**The Institute of Company Secretaries of India**", payable at New Delhi. The tender document can also be downloaded from the website of the ICSI (<https://www.icsi.edu/tenders/>) for which bidders would be required to enclose a demand draft of any Scheduled Bank of Rs. 590/- (Rs. 500 + GST 18%) (Rupees Five Hundred & Ninety Only) (Non-refundable) towards the cost of the tender document along with their bids, failing which the tender shall be rejected out rightly.
- ii) Sealed tenders addressed to the Officiating Secretary, The Institute of Company Secretaries of India may be sent at the Institute's address as mentioned herein below along with Earnest Money, duly mentioning on top left hand corner of the sealed envelope "**Tender for Empanelment of Printers for Printing of various Publications of the Institute on turnkey basis at ICSI**" must reach office of the **Officiating Secretary, The Institute of Company Secretaries of India**, either by Registered Post/Speed Post or by dropping in the tender box placed at Ground floor **not later than 2.00 PM on 5th July, 2019.**

Address:
Shri Ashok Kumar Dixit
Officiating Secretary
The Institute of Company Secretaries of India
ICSI House, C-36, (Ground Floor: Tender Box)
Sector-62, Noida - 201 309 (UP)

- iii) Tenders received after the stipulated date and time shall not be entertained. The Institute shall not be liable for any postal delays what so ever and tender received after the stipulated date and time shall be rejected summarily without giving any reason.
- iv) The Bidder / printers are required to deposit an earnest money of Rs. 2,25,000/- (Rupees Two Lakh Twenty Five Thousand only) by way of demand draft of any Scheduled Bank drawn in favour of "**The Institute of Company Secretaries of India**", payable at "New Delhi". The tender not accompanied with earnest money shall be rejected summarily. The earnest money of unsuccessful bidder/s will be refunded without any interest/bank commission /collection charges within 30 days after the tender is issued in favour of successful bidder/ printer. The EMD of successful bidder/printer will be refunded after submission of requisite performance security.

2. Pre-bid meeting:

ICSI will hold a pre-bid meeting as per scheduled date, time and venue if requested by the bidders.

3. Submission of Bids:

- i) The tender document should be submitted under two separate covers, Envelope No. 1 and 2. Envelope No. 1 is Technical bid and should contain Profile of the Bidder / printer in brief, Bidder's Appraisal, Technology Details, Tender cost of tender form and other details as mentioned in 'Eligibility conditions and documents to be furnished for technical evaluation'. (Please mark the envelope as "**Envelope No. 1- Technical Bid**"). EMD should be put in envelope No. 1. "**Commercial Bid [Annexure B(I), B(II) & B(III)] should be put in Envelope No. 2**". The Envelope No. 1 and 2 should be super scribed with the Bidders Name and Address and sealed separately. Both the sealed envelopes bearing No. 1 and 2 are to be put in main envelop i.e. Envelope No. 3. This envelope shall be super-scribed as "**Tender for Empanelment of Printers for Printing of various Publications of the Institute on turnkey basis at ICSI**" and sent to Officiating Secretary, The Institute of Company Secretaries of India, "ICSI House", C 37, Sector 62, Noida - 201 309.

(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. However, all bidders irrespective of their registration with NSIC/MSME have to submit the requisite Tender Fee).

- ii) The sealed tenders are to be submitted in the specified format on business letter head of the bidder/printer duly stamped and signed and dated on each page of this full tender document as unconditional acceptance to the terms specified by the INSTITUTE. Details/supporting documents wherever applicable, if attached with the tender should be dully authenticated by the

Bidder / printer/s. No over-writings shall be accepted unless authenticated with full signature of the Bidder / printer/s. In case of over - writing the ICSI shall have full discretion to judge its authenticity and shall reserve its right to either accept or reject such over-writing. All bidders are required to submit the Acceptance letter with the technical bid as per format specified in this tender (annexure "C") on their business letterhead signed by the authorized person of the bidder.

- iii) The ICSI reserves the right to reject or accept any or all bids without assigning any reasons. If too many bids are received satisfying the Technical Bid criteria, ICSI may apply any criteria for screening the bids to restrict the list of technically qualified bidders to any number deemed suitable by it. ICSI also reserves its right to cancel or withdraw the whole Tender process at any stage without assigning any reason thereof, thus occurring no liability to any of the Bidders.

4. Scope of Work:

- i. ICSI Publishes tentatively 350 Jobs of Printing pertaining Books, Souvenir, Annual Report, Broucher, Catalogue, Pamphlets, envelopes for broucher and many other miscellaneous 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 given 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 are available with the Institute and can be seen by contacting the Purchase cell or Shri Manhar Malhotra, Assistant Director (Printing Cell) of the Institute on any working day during office hours (from 9:00 am to 5:30 pm). The bidder /printer 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 /printer 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 printers are expected to complete the jobs of printing of books and miscellaneous jobs with good quality within the given time schedule, strictly. Printers shall use good quality paper and card free from specks, blemishes with proper brightness, opacity and smoothness.
- v. The bidders will make use of its own paper as per specifications given in the Annexure - B (II). The rates of all types of printing activities as per Annexure - B (I) 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 Three

years and the contract may be extended for a further period of year(s) on the same rates, 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 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 printer 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 printers, 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 binding and 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 printers at their cost. The bulk stock received from the printers 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 printer at printer's own cost and the decision of ICSI in this regard shall be final and binding on the printer.

5. Opening of Bids:

The **Technical Bid shall be opened on 05th July, 2019 at 3:00 PM** in the Institute of Company Secretaries of India at "ICSI House" C 36, Sector 62, Noida - 201 309. Bidder / printer/s or their authorized representatives, not more than one person may be present at the time of opening of tender, if they so desire. No separate communication will be sent in this regard. In the event of due date being a close day or declared holiday, the due date for opening of the bids will be the following working day at the appointed time and venue.

6. Technical Evaluation of bids:

- i) 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.

- ii) The selection process consists of two phase's viz., a) Technical Evaluation and b) Commercial Evaluation. Evaluation Criteria would be based on Quality cum Cost Based System (QCBS) where appropriate weight-age would be given to technical and commercial Bid only.
- iii) The INSTITUTE shall have the right to assess the competencies and capabilities of the Bidder / printer/s 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 / printer/s without assigning any reason. In such case(s) the Financial Bid shall not be opened for that particular Bidder / printer/s. 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 intimated separately.
- iv) The bidders should be based in Delhi-NCR having infrastructure and capacity to make their own investments in paper and having minimum Five years of experience in the relevant field of printing. The Annual Turnover of the bidder should be Rs. 50 lakhs or above. No advance payment will be made by the Institute for any kind of job.
- v) **Mandatory Eligibility Requirements to be Technically Qualified:**

The following is the list of the mandatory requirements that need to be fulfilled/ provided by the bidder as part of the bid response:

S. No	Eligibility Criteria	Documents to be Submitted
1.	EMD of Rs..... lakhs in the form of Bank Draft/Pay Order in favour of "The Institute of Company Secretaries of India" or NSIC/MSME certificate as applicable.	Bank Draft/Pay Order or NSIC / MSME valid registration certificate copy
2.	Average of Turnover of the of the bidder in previous three financial years i.e. 2015-16, 2016-17 and 2017-18 shall not be less than Rs. 50 lakh.	Audited Annual Report / Accounts of the previous three financial years i.e. 2015-16, 2016-17 and 2017-18
3.	Location of Printing Press and Liaisoning Office in Delhi/ NCR only	Copy of the address proof
4.	Bidders should have the experience of printing of Books/ Catalogue/ Brochure/leaflet/ Diary For more than 5 years.	Certificate of Registration/Incorporation /any other valid proof to verify the Existence. Printed dummy Copies of Study Material/Books and purchase/work order etc.
5.	There shall not be any case or charge under investigation / enquiry / trial against the bidder, nor convicted in a Court of Law nor suspended / blacklisted by any organization on any grounds.	Self-Declaration / undertaking on business letter head signed by the authorized signatory of the bidder.

6.	Bidder Must have minimum of printing machine and other equipment as per prescribe norms for each category.(As per annexure A)	Self-Declaration/ undertaking on business letter head signed by the authorized signatory of the bidder followed by Physical Verification
7.	The bidder should not have been declared bankrupt/insolvent or should not have been filed for bankruptcy/insolvency in the past five years or in the process of being declared bankrupt/insolvent before any designated authority in any court.	Solvency certificate from banks
8.	The Bidder/ Printer has to give an undertaking that they will comply with all statutory provision but not limited to PF & ESIC, prohibition of employment of child labour, environment protection law or any other Law which will be applicable to this particular contract	Undertaking on business letter head signed by the authorized signatory of the bidder.
9.	GST Registration Certificate and PAN	Self-attested copy of GST Certificate & PAN Card
10.	The bidder should be a profit making registered company/registered partnership firm in the previous three financial years i.e. 2015-16, 2016-17 and 2017-18	Audited Annual Report / Accounts of the previous three financial years i.e. 2015-16, 2016-17 and 2017-18

- vi) **Technical bid Evaluation Criteria:**
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	Marks
1.	Average of the Turnover of the previous three financial Years 2015-16, 2016-17 and 2017-18: a) Greater than or equal to Rs. 5 crores b) Less than Rs. 5 crores and more than or equal to Rs. 2 crores c) Less than Rs. 2 crores and more than or equal to Rs. 50 Lakh	20 15 10
2.	Printed dummy/sample copies of the study material/books / Other Printing Material along with paper sample.	5
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	5
	b) Infrastructure (technical, machines, manpower, area, etc. to be checked through records and press visit)	10
	c) Specifications/manpower/space/area of the plant	10
4.	Total experience of printing of books/other Printed Material	
	a) Experience in printing for More than or equal to 15 years	20
	a) Experience in printing for less than 15 years but more than or equal to 10 years	15
	b) Experience in printing for less than 10 years but more than or equal to 7 years	10
	c) Experience in printing for less than 7 years but more than 5 years	5
5.	The Bidder should have FSC Certified and ISO 9001:2015	5
6.	The Bidder should have FSC Certified and ISO 14001:2015	5
	Total Marks	80

- (a) 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.
- (b) Minimum marks (in percentage) to declare a bid technically qualified and eligible for opening of commercial bid is 55%.
- (c) Printing press/clients visit as desired by the evaluation team of the Institute shall be organized.

7. Commercial Bid Evaluation:

- i) 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.
- ii) On evaluation of financial bids, the lowest bidder rates will be derived for each category and will be treated as benchmark rates. The bidders who agree to get empaneled for this service with the Institute have to operate at the benchmark rates. Any bidder who puts any condition in the financial bid will be disqualified from the bidding process without any further reference to the bidder. 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.

- iii) Institute shall arrive at a benchmark rates (operative rates) which will be derived based on the L1 rates quoted by the bidders for each category/items. Institute shall offer this benchmark rates (operative rates) to all empaneled service providers. 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.

8. Terms and Conditions of the Contract:-

- i) **Duration of Contract:** Contract shall be initially for a period of Three (03) years subject to evaluation of the performance on yearly basis. *The rates quoted shall remain valid till three years from the start date of contract.* The contract can be extended at same rate, terms and conditions at the option of the ICSI on mutual consent for a suitable period. However the extension of contract cannot be right of the vendors. Either party may terminate the contract by giving a two (2) months' notice in writing to the other party for termination of the contract.
- ii) **Termination:** The contract entered in pursuant to the tender can be terminated by either party by giving two 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 printer within 60 days after the termination of contract or completion of printing work whichever is later on completion of all requirements.
- iii) **Performance Security:** The successful bidder would be required to make a Security Deposit of 10% of the total annual contract value of the contract by way of crossed demand draft drawn in favour of "**The Institute of Company Secretaries of India, payable at New Delhi**" or execute Bank Guarantee of the equivalent amount within 15 days of placement of the work order. The estimated total annual value of the printing activities at ICSI will be to the tune of **Rs. 1,75,00,000/- [Rupees One crore seventy five lakh only] which will be distributed among the empaneled vendors based on requirement of ICSI, quality of job delivered by the vendors and suitability of ICSI.** However there is no minimum guarantee for the volume of the work to any of Empanelment Vendor. The Security Deposit shall not bear any interest. In case of any Default/Non-performance as per the requirement of the Institute and as per schedules indicated for printing, in the respective print order, penalties as deemed fit would be imposed which, would be recovered from Security Deposit.
- iv) **Signing SLA:** All empaneled vendors, on awarding the contract, has to sign Service Level Agreement with ICSI as per format provided in this tender document (Annexure "D").

v) **Delivery Schedule of print jobs are as under:**

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 of 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

vi) **Payment Terms:**

Payment Terms	<p>I. Within 60 (Sixty) days of the execution of the job and submission of bill/s in terms of print order to be issued by the Institute. The bills must be accompanied with the delivery challan/s.</p> <p>II. The Institute will be making payments for the material which is accepted at its end. Printer is liable to replace the defective material within time</p> <p>III. For MSME Vendor, payment term would be 45 days from the date of receipt of the bill in the Institute along with the receipted challan in original.</p> <p>IV. All payments shall be made subject to deduction of appropriate applicable taxes, recovery and/or penalty etc. if any.</p>
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9. **Default and consequences of default:**

i) The work shall, throughout the stipulated period of the contract, be carried out with all due-diligence. In case the Vendor fails to complete the work within the time prescribed or within the extended time under the contract, the penalty shall be imposed by ICSI as per below mentioned penalty provision:

ii) **Penalty:**

1% per cent of total value of respective print order, for each day of delay, in case of goods is delivered within 7 days after the due date.

2% per cent of total value of respective print order, for each day of delay, in case of goods is delivered beyond 7 days but up to 14 days after the due date;

After 30 days of delivery, contract will be terminated without any further notice and all payable to vendor will be forfeited. Further, Performance Security will be forfeited or Performance Bank Guarantee will be invoked.

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.

10. Compliance with statutory regulations & work rules:

- i) 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.
- ii) 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.
- iii) All disputes, differences, claims and demands arising under or pursuant to or touching the tender / contract / print order shall be referred to the sole arbitrator to be appointed by the Officiating Secretary of the Institute of Company Secretaries of India, New Delhi. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force. Place of such arbitration proceedings shall be at Delhi and cost of Arbitration proceedings shall be borne by the parties equally.

11. General terms:

- 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 empaneled vendor(s) and ICSI hereinafter jointly to be called "parties" and singularly as "party" out of or in relation to or in connection with the 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 Secretary of the ICSI. The decision / award of the Arbitrator shall be final and binding on the parties. Cost of Arbitration will be shared equally by the parties.

The place of the arbitration shall be at, New Delhi.

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

The proceedings of arbitration shall be in English language.

The parties are not entitled to approach any court of law without resorting to arbitration approach.

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 Black List:** ICSI reserves the right to blacklist a party / bidder for a suitable period in case such party / bidder fail to honour his bid without sufficient grounds or found guilty for breach of condition /s of the contract or guilty of fraud and mischief and misappropriation or any other type of misconduct on the part of party(s) / bidder(s). ICSI also reserves its right to black list the contractor by any indiscipline behavior or hooliganism by the contractor or any of its employee(s).

- vii) **Confidentiality:** The empaneled vendor(s) acknowledges that all material and information which has and will come into its possession or knowledge in connection with this contract 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 contract and to release it only to employees requiring such information, and not to release or disclose it to any other party. The empaneled vendor(s) 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 contract are fully satisfied. In the event of any loss to ICSI in divulging the information by the employees of the empaneled vendor(s), the ICSI shall be indemnified. The empaneled vendor(s) agrees to maintain the confidentiality of the ICSI's information after the termination of the contract also. The empaneled vendor(s) 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 empaneled vendor(s) 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 empaneled vendor(s) will be required to comply with all statutory obligations from time to time applicable to this contract.

x) **Force Majeure:**

For the purpose of this Article, Force "Majeure" means any cause, which is beyond the empaneled vendor(s) 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, Lightning or other natural physical Disaster, Quarantine restricts and Freight embargoes

- Restrictions imposed by the Government or other statutory bodies, which is beyond the empaneled vendor(s) control or of the Institute, which prevent or delay the execution of the order either by the empaneled vendor(s) or by the Institute.

If a Force Majeure situation arises, the empaneled vendor(s) 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 empaneled vendor(s) 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.

xi) **Indemnity Clause:** The vendor will indemnify ICSI against all statutory liabilities in present and in future arising out of this contract. In the event of violation of any contractual or statutory obligations, the empaneled vendor(s) will 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 of the agency/ vendor, the empaneled vendor(s) will be liable to make it good or compensate such claims or damages to the ICSI. As a result of the empaneled vendor(s) action, inaction or any omissions, if ICSI is required to pay any damages to any individual, law enforcement agency or Government Authority, the empaneled vendor(s) would be required to reimburse to ICSI such amount along 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 empaneled vendor(s) while settling its bills or from the amount of security deposit lying with ICSI. If the billing amount and security deposit is insufficient, the vendor shall make the balance payment. 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.

xii) Termination: The ICSI without prejudice to any other remedy for breach of contract or fails to discharge its obligation under this contract without sufficient ground or found guilty for breach of condition(s) of the contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or due to any other type of misconduct by the empaneled vendor(s) or by its staff or agent, by giving written notice of default, sent to the vendor, terminate this contract either in whole or in part:

- If the vendor fails to deliver any or all the services within the time period(s) specified in the contract, or any extension thereof granted by the ICSI.
- If the vendor fails to perform any other obligations under the contract and
- If the vendor, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the ICSI may authorize in writing) after receipt of the default notice from the ICSI.
- Without any notice or on a notice period of maximum of 30 days.

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

For any details/clarification Shri Nitin Jain, Joint Director or Shri Manhar Malhotra, Assistant Director, Printing Cell of the Institute may be contacted on telephone No. 0120-4082123/9.

Date: 14th June, 2019.

(A K Ghosal)
Director (Purchase & Stores)

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

Annexure - A

TECHNICAL/INFRASTRUCTURAL BID

- 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 / ANY OTHER (ATTACH DOCUMENTARY EVIDENCE)

- 5) COMPOSITION OF DIRECTORS / PARTNERS ETC.(ALONG WITH COMPLETE ADDRESS AND PAN CARD of each Director/Partner)

- 6) GST NUMBER NO. (ATTACH DOCUMENTARY EVIDENCE)

- 7) PAN No. (Copy Attach)

8) MSME CERTIFICATION (If Applicable)

(ATTACH DOCUMENTARY EVIDENCE)

- 9) INFRASTRUCTURE AVAILABLE (CERTIFIED FROM COMPANY SECRETARY/ CHARTERED ACCOUNTANT/COST ACCOUNTANT FIRM)

(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 FOILING			
BINDING (Centre Stitched) (PERFECT) (HARD CASE)			
DESPATCH			

10) Average of the annual turnover of the last three Financial Years i.e. 2015-16, 2016-17, 2017-18

10) TOTAL AREA OF PLANT

10) NUMBER OF BOOKS BEING DONE FOR GOVT. / EDUCATIONAL INSTITUTIONS - PLEASE SPECIFY (IN DETAILS) ORGANISATION / NAME OF BOOK / PRINT RUN / CONTACT OFFICIAL WITH TEL. NO. (PLEASE ATTACH SEPARATE SHEET, IF NECESSARY)

Date:

Name and Signature of Bidder / printer with Corporate Seal

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

COMMERCIAL BID**Annexure - B (I)**

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.

Sl 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.	Processing charges per square inch					20 to 500 pages
2.	CTP making Charges (for B/W printing) - 'A'	Upto 19"x26"(include 18"x23", 18"x25" @ Rs _____ per plate	Bigger than 19" x 26" and Upto 25"x 36" @ Rs _____ per plate			
3.	Printing Charges(B/W Ptg) - 'A'	Upto 19" x 26"(include 18"x23", 18"x25")@ Rs.----- ---- per plate per color	Rs. _____ per 1000 or part thereof Size bigger than 19" x 26" and upto 25" x 36"			
4.	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
5.	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

6.	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
7.	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
8.	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
9.	Spot UV charges					
10.	UV Varnish per square inch					Occasionally
11.	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

12.	Re-designing/Alteration charges in the softcopy of the design already with us. (per page). After carrying out corrections, 2 or 3 coloured printouts to be provided by the printer for approval than CD with final printout will be accepted for printing	Rs.-----per page				Occasionally
13.	Binding charges per book (perfect)	Upto 100 pages Rs-----per copy -Upto 200 pages Rs-----per copy Upto 300 pages Rs----- per copy Upto 500 pages Rs-----per copy	Upto 100 pages Rs-----per copy -Upto 200 pages Rs-----per copy Upto 300 pages Rs----- per copy Upto 500 pages Rs-----per copy	Upto 100 pages Rs-----per copy -Upto 200 pages Rs-----per copy Upto 300 pages Rs----- per copy Upto 500 pages Rs-----per copy	Upto 100 pages Rs-----per copy -Upto 200 pages Rs-----per copy Upto 300 pages Rs----- per copy Upto 500 pages Rs-----per copy	One Book (100 to 5000 copies)
14.	Section sewing with perfect / hard case binding per book	Upto 100 pages Rs-----per copy -Upto 200 pages Rs-----per copy	Upto 100 pages Rs-----per copy -Upto 200 pages	Upto 100 pages Rs-----per copy -Upto 200 pages	Upto 100 pages Rs-----per copy -Upto 200 pages Rs-----per copy	Occasionally

		Upto 300 pages Rs----- per copy Upto 500 page Rs-----per copy	Rs-----per copy Upto 300 pages Rs----- per copy Upto 500 pages	Rs-----per copy Upto 300 pages Rs----- per copy Upto 500 pages	Upto 300 pages Rs----- per copy Upto 500 pages	
15.	Centre stitched with cover or side staple (with 2 stapes) (Cover will be pasted additionally)	Upto 100 pages Rs-----per copy -Upto 200 pages Rs-----per copy Upto 300 pages Rs----- per copy Upto 500 pages Rs-----per copy	Upto 100 pages Rs-----per copy -Upto 200 pages Rs-----per copy Upto 300 pages Rs----- per copy Upto 500 pages Rs-----per copy	Upto 100 pages Rs-----per copy -Upto 200 pages Rs-----per copy Upto 300 pages Rs----- per copy Upto 500 pages Rs-----per copy	Upto 100 pages Rs-----per copy -Upto 200 pages Rs-----per copy Upto 300 pages Rs----- per copy Upto 500 pages Rs-----per copy	One Book (100 to 5000 copies)
16.	Hard Bound (like Diaries,	Upto 100 pages	Upto 100 pages	Upto 100 pages	Upto 100 pages	Occasionally

	books etc) per book.	Rs-----per copy -Upto 200 pages Rs-----per copy Upto 300 pages Rs----- per copy Upto 500 pages Rs-----per copy	Rs-----per copy -Upto 200 pages Rs-----per copy Upto 300 pages Rs----- per copy Upto 500 pages Rs-----per copy	Rs-----per copy -Upto 200 pages Rs-----per copy Upto 300 pages Rs----- per copy Upto 500 pages Rs-----per copy	Rs-----per copy -Upto 200 pages Rs-----per copy Upto 300 pages Rs----- per copy Upto 500 pages Rs-----per copy	
17	Wiro binding/ Spiral Binding	Upto 100 pages Rs-----per copy -Upto 200 pages Rs-----per copy Upto 300 pages Rs----- per copy Upto 500 page Rs-----per copy	Upto 100 pages Rs-----per copy -Upto 200 pages Rs-----per copy Upto 300 pages Rs----- per copy Upto 500 pages	Upto 100 pages Rs-----per copy -Upto 200 pages Rs-----per copy Upto 300 pages Rs----- per copy Upto 500 pages	Upto 100 pages Rs-----per copy -Upto 200 pages Rs-----per copy Upto 300 pages Rs----- per copy Upto 500 pages	Occasionally
18.	Chapa Charges per chapa of 2	@Rs-----per chapa				One or two chapa in one

	pages (per chapa)					book (100 to 2000 copies)
19.	Drum Scanning of B/W photograph and output of the same in the size 3.5 cm x 4.5 cm. per photo					15 to 40 photos in one book (3 to 4 books in a year)
20.	Binding of souvenir where page numbering is not mentioned (per book)(Perfect binding)(Forms of 2 pages, 4 pages, 8 pages or 16 pages (Forms of Maplitho paper, Art Card and Art paper etc.)	Upto 15 forms Rs. ____ per book	Upto 30 forms Rs. ____ per book	Upto 35 forms Rs. ____ per book	Upto 50 forms Rs. ____ per book	3 to 4 times in a year
21.	Creasing charges (for greeting cards, invitation cards and for covers) (upto ready size 25" x 36"/8) per 1000 or part thereof	Rs.....Per 1000 or part thereof				50 to 1000 covers of a book
22.	Digital printout charges for B/W 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
23.	Digital printout charges for 4 colour 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
24.	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	100 to 5000 sets

25.	Numbering Charges (on letter press) per 1000 or part thereof	Rs. _____ per 1000 or part thereof	100 to 5000 copies
26.	Numbering (manual) charges 1000 or part thereof	Rs. _____ per 1000 or part thereof	100 to 5000 copies
27.	Insertion of set of forms in the envelopes	Rs. _____ per insertion(form of 3 or 4 sheets)	100 to 5000 copies
28.	Pasting of envelopes of forms in Cover III of Prospectus	Rs _____ per copy	100 to 5000 copies
29.	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
30.	Die making charges, Maximum size :25"x36" -'P'	Rs.....per die	Occasionally
31.	Die cutting charges -'P'	Rs.....per 1000 or part thereof	Occasionally

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

Annexure - B (II)

Sl No.	Paper Specification	Amount (in Rs.)
1.	Century/ABC/ Naini Premium/ Kappa G/ Trident/ Satia/ Mohit Maplitho paper (60 gsm - 100 gsm) (Per Kg)	
2.	BILT/ ITC/ IPAPPM/ 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/ KG	
13.	Bilt Sunlit Cartridge/ KG	
14.	NS high bulk Map Litho Paper(Seshasayee/ Star/Ruchika)	
15.	Royal executive Bond Paper	
16.	250-300 GSM Art Card (BILT/JK)/ Per Kg	
17.	250-300 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.	Kappa mill board(2mm)Smurfit	
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 three 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. Printer has to make his own arrangements for clearance of goods from government authorities. Printer 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.**

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

Annexure - B (III)

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	Each	Do	

	PROGRAMMES 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	Each	DO	

	OFFSET PRINTING			
13	(ENVPROG013) ENVELOPE FOR PROGRAMMES IN THE SIZE OF 9.25" X 11.25" OF 120 GSM SUNSHINE PAPER WITH 4 COLOUR OFFSET PRINTING	Each	DO	
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	

To,
The Officiating Secretary
Institute of Company Secretaries of India
C 36, Sector 62
Noida - 201 309

Tender No. ICSI/PP/Printing of various publications/2019

14th June, 2019

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

Sir,

This is with reference to your tender for **Tender for Empanelment of Printers for Printing of various Publications of the Institute on turnkey basis at ICSI** due on _____. We are interested to participate in the Tender. 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) The duly signed copies of all the tender pages are attached herewith.
- viii) We have attached all the following documents provided in this bid.

Bank Draft/Pay Order towards the tender cost and EMD, in favour of “The Institute of Company Secretaries of India”, payable at New Delhi.
Audited Annual Report / Accounts of the last three Financial Years
Copy of the address proof
Certificate of Registration/Incorporation/any other valid proof to verify the Existence.
Printed dummy Copies of Study Material/Books and purchase/work order etc.
Self-Declaration / undertaking of not blacklisted
Solvency certificate from banks
MSME Certification (If Applicable)
GST Certificate & PAN Card

(Signature of the Bidder)
Printed Name Designation

Official seal/ stamp

Date:

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 wagger 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.
