



**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/PC/PP/CSJ/2019

20th May, 2019

Sub: Tender for outsourcing of Designing, Printing and Dispatch of Chartered Secretary Journal on turn-key basis.

Tender Notice

Sealed tenders are invited from resourceful service providers for **'Tender for outsourcing of Designing, Printing and Dispatch of Chartered Secretary Journal on turn-key basis.**

The detailed terms & conditions are available at tender page of the Institute's website i.e. www.icsi.edu. All further communication/ Corrigendum for this tender will be notified only at ICSI website. **The last date of submission of the tender is June 10, 2019.**

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Important Date & Information

Tender Publish Date	20 th May, 2019
Cost of Tender Document	Rs.590/- (Rs. 500 + GST18%) (Rupees Five Hundred & Ninety Only)
Earnest Money Deposit	Rs.6,50,000/- (Rupees Six lakh Fifty Thousand only)
Last date and time for sending Pre-Bid Queries in writing or by email	30 th May, 2019 by 02:00 PM Shri Nitin Jain, Joint Director (Printing Cell), 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	31 st May, 2019 at 11:00 AM Address: The Institute of Company Secretaries of India ICSI House, C-36, 6 th Floor Sector - 62, Noida – 201 309
Last Date and Time for submission of Bids	10 th June, 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
Date, time and venue of opening of Technical & Infrastructure Bids.	10 th June, 2019 at 3:00 PM The Institute of Company Secretaries of India ICSI House, C – 36 (5 th Floor : Tender Box) Sector 62, Noida – 201309
Bid Validity	90 days after the date of opening of Technical Bids
Contact details	Mr. Nitin Jain, Joint Director, (Printing Cell) ICSI Noida Office: ICSI House, C-36, 6 th Floor, Sector 62, Noida, 6 th Floor, (UP). Tel: 0120-4082123, Email: nitin.jain@icsi.edu
Institute's Website	www.icsi.edu



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TENDER DOCUMENT

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20th May, 2019

Sub: Tender for outsourcing of Designing, Printing and Dispatch of Chartered Secretary Journal on turn-key basis.

Part – 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 another office at C-36 & C-37, Sector – 62, Noida. ICSI is the only recognized professional body in India to regulate and develop the profession of Company Secretaries in India.

Sealed tenders are invited from printers **in Delhi/NCR/Other location** for designing Printing and dispatch of Chartered Secretary Journal of the ICSI on turn-key basis as per details given in the Annexure A & B. The terms and conditions governing the instant Tender are as under:

1. The tender document may be obtained during working hours from **20th May, 2019 to 10th June, 2019 (till 01.00 PM) on all ICSI-HQ working days on payment of Rs.590/- (500 + 18% GST)** (Non-refundable) from the Reception Counter of the Institute on Cash Payment or by submitting a demand draft 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 Institute (www.icsi.edu) for which bidders would be required to enclose a demand draft of **Rs.590/- (500 + 18% GST)** towards the cost of the tender document along with their quotes, failing which the tender shall not be entertained.
2. The sealed tenders are to be submitted as per prescribed format specified herein below on business letter head of the Bidder duly stamped and signed and dated on each page of **Part ‘A’, ‘B’ and ‘C’** of this tender document as unconditional acceptance of the terms prescribed by the Institute. Details/supporting documents wherever applicable, if attached with the tender should be fully authenticated by the Bidder/s. No over-writings shall be accepted unless authenticated with full signature of the Bidder /s.
3. The Bidder is also required to deposit an earnest money of **Rs. 6,50,000/- (Rupees Six Lakh Fifty Thousand Only)** along with its bid by way of demand draft drawn in favour of the **Institute of Company Secretaries of India, payable at New Delhi**. The Bid not accompanied with Earnest money shall not be entertained and shall be summarily rejected. The earnest money of unsuccessful Bidders will be refunded without any interest/Bank commission/collection charges within 30 days after the acceptance of the tender/award of the contract to successful bidder. 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 of Performance Guarantee/Security will be submitted by the selected bidder/ vendor with the ICSI in the form of bank guarantee from scheduled bank immediately within 7 days of issue of work order but before execution of the agreement.

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 unjustified 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.

The decision of ICSI regarding forfeiture of EMD will be final and binding.

(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, the tender fee must be submitted by all bidders irrespective of their registration with NSIC/MSME.

4. The tender document should be submitted under two separate covers, (Envelope No. 1 and Envelope No. 2). Envelope No. 1 is Technical bid and should contain Profile of the Bidder/printer Company in brief, Bidder's Appraisal, Technology Details, 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 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 should bear the inscription "**Tender for Outsourcing of Designing Printing and dispatch of Chartered Secretary Journal on turn-key basis**" and sent to

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 – 201309 (UP)

5. The experienced printers having average of turnover of **Rs.20.00 Crore (Rupees Twenty cores only) per annum** during last three financial years i.e. 2017 – 2018, 2016 – 2017, 2015 – 2016 may quote their rates for designing Printing, and dispatch of Chartered Secretary Journal. While submitting the quotations, indicate the rate inclusive of all statutory levies, taxes (**As applicable on time**), fee, duties, rate, charges, surcharges and cartage etc (net to the ICSI). No component of cost would be paid unless the same is included specifically in the quotations. The bidder / printers will have to submit the audited annual report of the last three financial years.
6. Sealed tenders envelope duly super scribed, "**Tender for outsourcing of Designing, Printing and Dispatch of Chartered Secretary Journal on turn-key basis** due on" should be addressed by name to **Shri Ashok Kumar Dixit, Officiating Secretary**, The ICSI and 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 Headquarter at its Noida office address as mentioned below & should reach on or before **2.00 PM 10th June, 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 – 201309 (UP)

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

7. **Pre-Bid Meeting:** The pre bid meeting will be held on 31st May, 2019 at 11:00 AM at ICSI House, C-36, Sector - 62 Noida – 201 309 (UP) only on the request of the prospective bidders if there is any unresolved queries sent by the bidders through e-mail. If any bidder is having queries or require any clarification on the scope of work or tender terms & conditions, may seek the same through the e-mail to Mr. Nitin Jain, Joint Director, Dte. of Printing & Publication, Email: nitin.jain@icsi.edu, Tel: 0120-4082123 **by 30th May, 2019 up to 12:00 Noon which will be clarified in the pre-bid meeting.** No individual communication will be done with the bidders. Any queries received after the due date, will not be entertained.
8. 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 able to participate in any tender of this Institute. Any offer received from the bidder without GST registration details will be summarily rejected.
9. At any time prior to the last date for receipt of Bids, the ICSI, may, for any reason, whether at its own initiative or in response to a clarification requested by the Bidders, modify the Tender by issuing an addendum/corrigendum. Any such amendment issued along with the original Tender document will constitute Revised Tender. The addendum/corrigendum will be uploaded on the ICSI website. The Bidders are requested to visit the website frequently to check for any addendum/corrigendum. The decision of ICSI on the need for any modification shall be final and binding on all. In order to afford prospective bidders reasonable time to take the Corrigendum into account in preparing their bids, ICSI may, at its discretion, extend the deadline for submission of bids. Any Corrigendum, Clarifications etc. shall be binding on the Bidders and shall be given due consideration by them while they submit their bids.
10. The ICSI may at any time during the tendering process but before opening the technical/commercial bid request the Bidders to submit revised Technical / Commercial Bids and/or Supplementary Commercial Bids, in case of change in Scope of Work, without thereby incurring any liability to the affected Bidder or Bidders.
11. 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 condition is attached, the bid is liable to be rejected at the discretion of the ICSI without reference to the bidder. Please note that all the information as desired needs to be provided. Incomplete information may lead to rejection of Bid.
12. During evaluation of the bids, the ICSI may at its discretion, ask the Bidder for clarification of its bid and the same has to be provided within the time period (minimum One day) as specified by ICSI and in case of a default, it will be deemed that bidder has no clarification to submit and the bid is liable to be evaluated and/or rejected accordingly. The request for clarification and the response shall be in writing and no change in clarification submission date, price or substance of the bid shall be sought, offered or permitted.

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 and the selected bidder shall execute the work at the specified rates without any extra charges or compensation within the stipulated period.
14. 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(s) without assigning any reason. In such case(s) the Financial Bid shall not be opened for that particular Bidder.
15. This Tender does not commit ICSI to award a contract. Further, no reimbursable cost may be incurred in anticipation of award. The bidder shall bear all costs associated with the preparation and submission of its bid, and ICSI will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the bidding process.
16. ICSI's Right to accept any Bid and to reject any or all bids:-
The ICSI reserves the right to accept any bid and to annul the entire tender process and reject all bids at any time 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.
17. The ICSI reserves the right to discuss on the commercials with the selected Bidder and seek revised commercial bid.
18. **The technical & Infrastructure bids of the Bidders will be opened on 10th June, 2019** at 3:00 PM in the Institute of Company Secretaries of India at ICSI House, C-36, Sector-62 Noida 201309 in the presence of those bidder(s), who wish to be present. No separate communication will be sent in this regard. In the event of due date being a closed holiday or declared Holiday for ICSI-HQ / Central Government offices, the due date for opening of the bids will be the following working day at the appointed time and venue.

19. **Mandatory Requirements**

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. 5.00 lakhs in the form of Bank Draft/Pay Order in favour of "The Institute of Company Secretaries of India"	Bank Draft/Pay Order
2.	The bidder must have average of the turnover of last three financial years during 2017 – 2018, 2016 – 2017, 2015 – 2016 should not be less than Rs. 20.00 Crores.	Audited P&L statement and Balance sheet of all the three financial years i.e. 2017 – 2018, 2016 – 2017, 2015 – 2016.
3.	Location of Printing Press and Liasoning Office	Copy of the address proof
4.	Web Heat Set, Sheet Fed Printing Machine and Binding unit	Physical Verification

5.	Printers should have the experience of printing journals/magazines for more than 5 year.	10) NUMBER OF MAGAZINES BEING DONE : FOR ORGINASATIONS – PLEASE SPECIFY (IN DETAILS) ORGANISATION/ NAME OF MAGAZINE / PRINT RUN / PERIODICITY / CONTACT OFFICIAL WITH TEL. NO. (PLEASE ATTACH SEPARATE SHEET, IF NECESSARY)
6.	License for concessional posting is in Delhi. In case the printer wants to dispatch the journals under concessional posting from any place outside Delhi, he should ensure license from postal dept of respective city.	An undertaking in this regard from the Authorised Signatory.
7.	Printer is aware of the papers to be submitted to the Office of the Commissioner Police (licensing) in Delhi and the Office of the RNI for name change.	An undertaking in this regard from the Authorised Signatory
8.	The Bidder/ Printer has to give an undertaking that they will comply with all statutory provision e.g. PF & ESIC, prohibition of employment of child labour, environment protection law or any other Law which will be applicable to this particular contract	An undertaking in this regard from the Authorised Signatory.
9.	GST Registration Certificate & PAN	Copy of GST Certificate & PAN Card
10.	MSME Certification (If applicable)	
11.	The printer 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

20. Technical and infrastructure bids Evaluation Criteria:

Total marks for Technical/Infrastructural Bid shall be evaluated /calculated by summing up the marks obtained for each Proficiency Criteria as stipulated below:

Technical /Infrastructural Evaluation Criteria

S. No.	Proficiency Criteria	Marks
1.	Average of the annual turnover in last three financial years i.e. 2017 – 2018, 2016 – 2017, 2015 – 2016: a) Greater than or equal to Rs. 50 crores b) Less than Rs. 50 crores and more than or equal to	20 10

	Rs.35 crores c) Less than Rs. 35 crores and more than or equal to Rs. 20 crores	5
2.	Printed dummy/sample copies of the Magazine/Journal as per finish size specifying the exact quality (Mill of paper along with grammage and size of the paper used is to be enclosed, duly signed by the printer, with the Quotation letter).	5
3.	Evaluation of bidder's infrastructure, technical expertise, past work experience of Designing, printing ,binding and dispatch of Journal/ Magazine will be done through the Information / documents, such as client's certificate provided by the printers as a part of the technical and infrastructure bids and through client's site visit and Interaction with its officials. In House Machine (Designing /CTP Set up, Web offset a) heat set, Sheet Fed, Perfect Binding, Dispatch checked through records and press visit) b) Specifications/manpower/space/area of the plant	15 10
4.	Total experience of printing of Magazine/ Journal a) Experience in printing for than or equal to 15 years a) Experience in printing for less than 15 years but more than or equal to 10 years c) Experience in printing for less than 10 years but more than or equal to 5 years	20 10 5
	Total	70

- (a) The technical & Infrastructure bids 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 to declare a bid technically qualified and eligible for opening of commercial bid is 60%.
- (c) Printing press/clients visit as desired by the evaluation team of the Institute shall be organised.
- (d) Based on multiple parameters, the evaluation team will calculate the technical evaluation score for each bidder at the end of this phase.

21. Opening and Evaluation of Commercial Bids

- (i) Commercial bids of only those Bidders will be opened who qualify in the technical and infrastructure bids evaluation process.

(ii) The date, time and venue for opening the Commercial bids will be intimated to the technically qualified Bidders only.

22. The selection process consists of two phase's viz., i) Technical Evaluation and ii) Commercial Evaluation. Evaluation Criteria would be based on Quality cum Cost Based System (QCBS) where 60% weight-age would be given to technical and 40% weightage to commercial bid only.

Evaluation of Commercial Bids:

- Scores of the Financial evaluation would be weighed pro-rata on a scale of 100 with the BIDDER with the lowest financial quote getting 100 (as per below mentioned formula). These Financial scores would then be added up with the score of the technical evaluation as per below mentioned formula and the Bidder getting the maximum total score out of 100 would be considered as the successful BIDDER and called for discussion, if required.

Formula for Final Bid Evaluation is

$$Bm = .6 (TM) + .4 (Fn)$$

$$Fn = (Fmin / Fb) * 100$$

Where

Bm is total marks of the BIDDER in consideration

TM is Technical Marks of the BIDDER in consideration

Fn is Normalized financial score of the BIDDER in consideration

Fb is Evaluated Price of BIDDER under consideration

Fmin is Minimum evaluated price of any BIDDER

The ICSI reserves its right to discuss with the BIDDER whose proposal has been ranked first on the basis of best score.

23. Security deposit / performance guarantee of Rs. 30,00,000/- (Rupees Thirty Lakh Only) in the form of bank guarantee from scheduled bank shall be submitted by the Successful Bidder with the ICSI immediately within 7 days of issue of work order but before execution of the agreement to cover any loss or damage caused to or suffered by the ICSI due to acts of commission and omission by the Successful Bidder or by its employee/staff/agent or any failure on the part of Successful Bidder in fulfilment of terms and conditions of the Tender / contract/ work order. The bank guarantee should be valid up to three months beyond the expiry of contract period including warranty obligations. 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 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 of Performance Guarantee/Security will be submitted by the selected bidder/ vendor with the ICSI in the form of bank guarantee from scheduled bank immediately within 7 days of issue of work order but before execution of the agreement.

24. Terms of the Contract:

- The selected bidder/tenderer will sign a Contract / Service Level Agreement (SLA) with the ICSI for provided the services as stated in this tender document on the basis of the terms of tender and work order. Broad Standard terms and condition of SLA which is to be signed by the successful bidder is placed at **Annexure "D"**.
- The selected printer has to ensure that while designing/ lay outing the Journal the designer with his own set up like desktop/laptop and other accessories etc.**

will have to sit in the Institute for around five days or even more so long the Journal's designing, lay outing and pagination is not complete.

- iii. In case of any Default / Non-performance as per the schedules indicated for printing, delay penalties would be imposed by the Institute. Time adherence to schedules to be notified by the Institute in printing/binding and strict quality control will be the essence of the transaction. Daily penalty @ 1% per day of the total bill amount of that month, in the schedules prescribed shall be imposed by the Institute for default on the part of the printer to adhere to the schedule/s notified. Similarly poor quality of printing including printing errors, poor printing/binding/missing pages/certain section carrying unprinted pages, poor reproduction of photos shall also make the printer liable for QUALITY CUT penalty @ 2% of the total bill amount of that month. The penalty shall be imposed at the discretion of the Institute.
- iv. Whether printer is aware of the papers to be submitted to the Office of Commissioner of Police (licensing) in Delhi and the Office of the RNI for name change and if so to provide the set of papers for submission once selected for the job within 90 days of award the contract.
- v. License for concessional posting is in Delhi in case the printer wants to dispatch the journals under concessional posting from any place outside Delhi, necessary arrangements be made by the printer for the dispatch including change in the license for concessional posting and till such time the new license is obtained, it would be the responsibility of the printer to take care of the dispatch by any other approved mode with no extra cost on the Institute excepting the cost for concessional posting to be borne by the Institute, with proof of dispatch to be provided by the printer to the Institute.
- vi. The cost of the pictures for text and cover will have to be borne by the printer itself. The printer will provide every month five/six options of cover for approval of the competent authority. The printer shall ensure that the photos for text and cover does not violate the legal rights of the owner of such pictures and that the printer shall keep indemnified the Institute in case of any such violation of the legal rights of the owner(s) of such pictures.
- vii. To enhance the quality of photos to be printed in the Journal especially the photos relating to the ICSI events, the printer should ensure photo correction at its end for superior print output of the photos.
- viii. The printer should be ready to accept material for printing in the journal up to 7th night of the month for which the journal will have to be printed. The posting date being 10th and 11th, the printer will have to make ready all the copies for dispatch on these dates. Where there is delay in dispatch of the journal the same will be informed to the printer well in advance and in that case the date of acceptance of material for including in the journal for printing by the printer should also be extended, but in no case the printer shall be given time less than two days for printing and dispatch of the Journal.
- ix. The specifications of the paper to be used along with the sample of paper, brand name and rates are to be specifically mentioned as per the requirement of the Institute stated in **Annexure B** and the infrastructure available with the parties be specified in **Annexure A**.
- x. The contract shall be initially for a period of 3 (three) years subject to the yearly assessment / appraisal of the performance of the Printer by the ICSI and if Printer's performance is not found satisfactory, the ICSI may terminate the agreement / contract. Decision of the ICSI in this regard shall be final. On expiry of contract period of 3 (three) years, the ICSI reserves the right to extend the contract for another one

years on the same terms and conditions in writing if the service of the Printer's found satisfactory. Printer shall have no right or claim for the extension of the contract in any circumstances and decision of the ICSI shall be final and absolute.

- xi. Every month the representative of Institute will visit to Printing press/ Mailer during printing binding and dispatch of Chartered Secretary Journal.
- xii. Selected printer must ensure that the material either during production or on transit and every deputed personnel is covered by adequate insurance coverage to address any contingencies in course of execution of the contract awarded through this tender. The contractor shall be liable for accident, injury, losses due to any accident or negligence of their workers and shall also be liable to incur all the expenses in consequence thereof and Institute is in no way responsible for any damages arising out of this tender/work contract. The selected printer also shall be liable to make good all the consequential losses arising due to any accident, to the Institute. The bidder / printer will be responsible to get the material insured adequately by any insurance company and ICSI has to be the beneficiary of the Insurance policy. Bidder/printer has to submit the insurance policy in original to ICSI.

25. TERMINATION

ICSI may terminate the Agreement by giving two **(2)** months' notice in writing to the Printer for termination of agreement if the services of Printer is not required by the ICSI without assigning any reason whatsoever.

ICSI without prejudice to any other remedy, reserves the right to terminate the contract/work order in whole or in part by giving one (1) month notice in writing in case Printer 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 Printer or by its staff or agent or in case there are more than three penalties on the Printer in any month.

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

The Printer 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 contract/work order in full, but which he did not derive in consequences of the full performance of the contract/work order 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 *Work Order / Contract* 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 itself and the Printer.

26. The ICSI without prejudice to any other remedy, reserves the right to backlist the Bidder(s) for a suitable period in case Bidder(s):-

- Giving false, misleading or fake information / document in the bid;
- Withdrawing the bid after opening of the Financial bids;
- Refusal to accept Work Order at the quoted prices;
- Failure to provide the services in the ordered quantity / quality / specifications at the agreed rates within the time schedule;
- Adoption of any unethical or illegal practices;
- Any other justified reason.

Where any bidder / supplier has been black-listed, his EMD / Performance Security shall be forfeited after giving him an opportunity of being heard. The decision of the competent authority shall be the final and binding.

27. The Chartered Secretary Journal being prestigious journal of the Institute meant for the Members & subscribers, dispatched under concessional postal tariff license on the scheduled dates of posting of the journal at Lodi Road Post Office every month.

28. Bidder/s is required to submit a dummy copy of the Journal based on soft copy of one of the previous issues of Chartered Secretary Journal along with the tender document. The soft copy of the Journal can be obtained from Mr. Nitin Jain, Joint Director (Publications).

29. PAYMENT TERMS

a. Bills for providing Printing and Supplying Chartered Secretary shall be submitted by the printer.

b. Payments shall be subject to deductions of any amount for which the Agency is liable under the agreement against this contract.

c. Should there be a requirement for extension of this contract; payments shall be made as per the terms and conditions of the initial contract subject to revision of price as per the contract.

d. The bill shall be submitted to the designated officer of the ICSI.

e. Payment shall normally be made 45 days from the date of receipt of the bill in the Institute along with the receipt challan in original supplied containing full details/specifications of the Chartered Secretary Journal supplied. And if it is clear from all infirmity, the payment would be released through banking channels (RTGS /NEFT) after deduction of TDS if any.

30. In case any work for which there is no specification in the tender but the same is essential for the job / work mentioned in tender document, such work shall be carried out in accordance with the directions of the ICSI without any extra cost to the Institute.

31. In case for whatever reasons the copies are not posted on the prescribed dates, the Printer will be liable to dispatch the same at his own cost and the proof of dispatch of the copies should be submitted to the Institute.

32. After printing the Chartered Secretary Journal every month, the Printer shall necessarily make available the complete matter of each issue on a monthly basis in a Soft copy/ E version for putting the same on the Institute's website on the next day.

33. Printer need to provide Digital version of Chartered Secretary as per below mention details with no extra cost.

i. Like e-newspaper or e-magazine, Printer will provide E-magazine version (page wise) along with index. There will be option for user to read page wise magazine or simply click on index, user can access the Article or any other topic as per requirement.

ii. There will be hyperlink of page with URL

iii. High resolution readable version of each issue have to be provided by the printer

For any details/clarifications, bidders may contact Mr. Nitin Jain, Joint Director, Dte. of Printing & Publication, ICSI Noida Office: C-36, Sector 62, Noida, Email: nitin.jain@icsi.edu, Tel: 0120-4082123.

Date: 20th May, 2019

**(A K Ghosal)
Director (Purchase & Stores)**

Tender No. ICSI/PC/PP/CSJ/2019

20th May, 2019

Sub: Tender for outsourcing of Designing, Printing and Dispatch of Chartered Secretary Journal on turn-key basis.

PART – “B” TECHNICAL / INFRASTRUCTURAL BID

- 1) (a) NAME OF PRINTING PRESS & COMPLETE ADDRESS:
(b) DAVP GRADING (IF ANY) :
- 2) TELEPHONE NO./MOBILE NO./EMAIL/FAX NO.:
- 3) CONTACT PERSON:
- 4) LEGAL STATUS i.e.
{WHETHER PUBLIC LTD. / PVT. LTD. CO /
ANY OTHER (ATTACH DOCUMENTARY
EVIDENCE)}
- 5) COMPOSITION OF DIRECTORS ETC.
- 6) PAN (Attach copy of PAN)
- 7) GST NUMBER
(ATTACH DOCUMENTARY EVIDENCE)
- 8) MSME CERTIFICATION (If Applicable)
(ATTACH DOCUMENTARY EVIDENCE)
- 9) INFRASTRUCTURE AVAILABLE

(PLEASE INDICATE NO. & TYPE OF MACHINE & MANPOWER DEPLOYED AGAINST EACH)			
SECTION	NO. OF MACHINE	TYPE / SPECIFICATIONS	MANPOWER DEPLOYED
LASER / DTP TYPESETTING			
CTP SECTION			
PLATE MAKING			
PRINTING {Web (Heat set)}			
PRINTING (SHEET FED)			
FOLDING			
BINDING (perfect)			
DESPATCH			

- 9) TOTAL AREA OF PLANT:
- 10) NUMBER OF MAGAZINES BEING DONE : FOR ORGINASATIONS – PLEASE SPECIFY (IN DETAILS) ORGANISATION/ NAME OF MAGAZINE / PRINT RUN / PERIODICITY / CONTACT OFFICIAL WITH TEL. NO. (PLEASE ATTACH SEPARATE SHEET, IF NECESSARY)

Date:

Name and Signature of Bidder with Corporate
Seal and Mobile No.

Tender No. ICSI/PC/PP/CSJ/2019

20th May, 2019

Sub: Tender for outsourcing of Designing, Printing and Dispatch of Chartered Secretary Journal on turn-key basis.

Part – “C” Commercial Bid for printing and dispatch of Chartered Secretary Journal

Periodicity	Monthly
Finish Size	210mm x 265mm
Number of Pages.	(Approx. 144 pages) The number of pages and number of copies of the Journal may vary from month to month.
Paper Specification	1. For All Text in 4 Colour 90 GSM Matt Art paper 2. For All Text in 4 colour 70 GSM LWC Matt paper 3. Cover in 250 GSM Art Card (with outer side (Cover I & IV) matt lamination) in 4 Colours.
Number of Copies	95,000 Approximate

Particulars	Unit of measurement	Unit Rate (in Rs.)	Total (in Rs.)
Designing/Layout/Digital Printing	Rate per page		
CTP Plate making All pages in 4 colour printing (Text & Cover)	Rate per plate of 8 pages or part thereof		
Printing All pages in 4 colour printing (Text & Colour)	Rate per form of 8 pages or part thereof		
Binding perfect	Rate per copy		
Lamination of Cover I & IV	Rate per copy		
Cost of polythene envelope as per India Post Approved specification. Plastic bags made of virgin or recycled plastic, shall not be less than fifty microns in thickness and labelled Recyclable. Certificate given by Printer.	Rate per envelope		
Inserting in polythene envelope for dispatch of the Journal	Rate per copy		
Handling charges including printing/pasting of sticker on the polythene envelope, pin code wise/station wise/city/state wise segregating as per postal requirement and transportation of mail.	Rate per copy		

Other cost if any (Please specify)			
1.Paper Cost (Text for 144 pages) for Imp Art paper Matt 90 gsm 2. Paper cost (Text for 144 pages) for LWC Matt paper 70 gsm			
Paper Cost (Cover)			
Total			
Per Copy Cost Basic Price			
GST (as applicable will be paid extra)	_____ %		
Postal Charges original as per concessional rates of posting – bill raised by India Post (Not a part of the tender process)			

The text paper to be used by the bidder / printer would be of 90 GSM Imp Art paper Matt of international quality with minimum 85% brightness, bulk=> 0.80.

&

70 GSM IMP Light Weight Coated (LWC) of international quality Matt finish with Brightness 75&above, Opacity 90 & above, whiteness 100 & above.
Pro rata rates per issue will be applicable in case of variation in Number of pages or number of copies or both of the Journal.

Printer need to provide Digital version of Chartered Secretary as per below mention details with no extra cost.

- Like e-newspaper or e-magazine, Printer will provide E-magazine version (page wise) along with index. There will be option for user to read page wise magazine or simply click on index, user can access the Article or any other topic as per requirement.
- There will be hyperlink of page with URL
- High resolution readable version will provide by the printer

Bidder need to provide discount price as per qty slab criteria given below:

CS JOURNAL SLAB CRITERIA			
QTY SLAB	GRADE	PRICE	DISCOUNTED PRICE FOR BULK QTY.
<=80000-90000	A	TENDER PRICE	
90000-110000	B	TENDER PRICE	
110000-130000	C	TENDER PRICE	
=>130000-150000	D	TENDER PRICE	

Date:

Name and Signature of Bidder with

Corporate Seal and Mobile

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 outsourcing of Designing, Printing and Dispatch of Chartered Secretary Journal on turn-key basis'.

Sir,

This is with reference to the **Tender No. ICSI/PC/PP/CSJ/2019** due on _____. We are interested to participate in the 'Tender for outsourcing of Designing, Printing and Dispatch of Chartered Secretary Journal on turn-key bases. 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 our 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 our cost and risk and we shall indemnify the Institute (ICSI) for the loss caused due to the cancellation and we shall be liable for penal / legal action including black listing by ICSI.
- vi) We understand that ICSI reserves the right to cancel the quotation / tender at any stage or 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.
 - a) Bank Draft/Pay Order (Demand draft o in favour of "**The Institute of Company Secretaries of India**", payable at New Delhi) towards the tender fee & EMD.
 - b) Audited Annual Report / Accounts of the last three Financial Years
 - c) Copy of the address proof
 - d) Certificate of Registration/Incorporation/any other valid proof to verify the Existence. Printed dummy Copies of Printed Journal, Magazine, Experience certificate etc.
 - e) Self-Declaration/ undertaking
 - f) Solvency certificate from banks
 - g) MSME Certification (If Applicable)
 - h) 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 , GST, fees, cess, charges, surcharges etc.) payable as the terms and conditions of this Agreement.

5. Intellectual Property Rights

Printer shall not have any intellectual property right including copyright over the Chartered Secretary Journal. He shall only print, design and dispatch the Chartered Secretary Journal. ICSI shall have all the intellectual property right including copyright over the Chartered Secretary Journal. The Parties

agree to respect each other's intellectual property Rights. Printer shall not use or display any *intellectual property right of the ICSI 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 loses, 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 defence 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, its 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:

- (1) This Agreement
- (2) The Attachments (if any)
- (3) The Work Order

(4) 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.