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

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

Tender No.: ICSI/PP/CSJ/2026-27/136 **August 18, 2026**

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

Tender Publish Date	**August 18, 2026**
Cost of Tender Document	Rs.1,180/- (Rs.1,000/- + Rs180/- for 18% GST) (Rupees One Thousand One Hundred and Eighty Only)
Estimated Contract Value	Rs. 12.50 Crore (Twelve Crore and Fifty Lakhs only)
Earnest Money Deposit	Rs. 13,00,000/- (Rupees Thirteen lakhs only)
Last date and time for sending Pre-Bid Queries in writing or by email	All queries have to be sent at Email ID: manhar.malhotra@icsi.edu by **05:00 PM** till **August 24, 2026**
Date and time of pre-bid meeting (*)	On **August 25, 2026 at 03:00 PM,** through virtual/physical mode.
Replies of Pre-Bid queries.	Reply to pre-bid queries will be uploaded on or after **August 31, 2026** on website of the Institute (www.icsi.edu) and/or Central Public Procurement Portal (CPPP) (https://eprocure.gov.in/epublish/app).
Last Date and Time for submission of Bids	on or before **September 08, 2026** by 03:00 PM
Address for submission of Bids	The Institute of Company Secretaries of India in the tender box placed at Ground Floor, ICSI House, C-36, Sector - 62, Noida – 201 309
Bid Validity	270 days from the date of opening of technical bids.
Date, time and venue of opening of Technical Bids.	**September 08, 2026 at 03:30 PM** or any other date and time as notified later. The Institute of Company Secretaries of India, ICSI House, C-36, Sector 62, Noida- 201309 or any other location as notified later on.
Date and time of opening of commercial bids	To be intimated at a later stage, only to technically qualified bidders.
Contact details	Manhar Malhotra, Deputy Director Printing, (Tel. no. 120-4082129) Email id: manhar.malhotra@icsi.edu
Institute's Website	www.icsi.edu

Disclaimer

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

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Tender No. ICSI/PP/CSJ/2026-27/136 **August 18, 2026**

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

About ICSI: The Institute of Company Secretaries of India (herein after referred as ICSI / Institute) is a statutory body constituted under an Act of Parliament i.e., the Company Secretaries Act, 1980. 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, Sector – 62, Noida. ICSI is the only recognized professional body in India to regulate and develop the profession of Company Secretaries in India.

The Institute has four Regional Offices (ROs) at New Delhi, Kolkata, Mumbai & Chennai, 04(four) Center for Corporate Governance Research & Training (CCGRT) at Mumbai, Hyderabad, Kolkata and Manesar. The Institute has multiple chapter offices, spread across India.

Sealed tenders are invited from vendor 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:

DEFINITIONS

i) The "ICSI" / "Institute" means THE INSTITUTE OF COMPANY SECRETARIES OF INDIA, New Delhi.

ii) The "Contract" means Agreement executed between the ICSI and successful bidder for Designing, Printing and Dispatch of Chartered Secretary Journal on turn-key basis.

iii) "Bidder" or "Tenderer" means the agency/firm that is engaged in the business of Designing, Printing and Dispatch of Journal on turn-key basis and applies in response to this notice inviting RFP.

iv) "Vendor" means the successful bidder who is engaged by ICSI for Designing, Printing and Dispatch of Chartered Secretary Journal on turn-key basis through this RFP process by entering into the contract with the ICSI.

v) The words "Bid", "RFP", "Quotation", "Tender" to be read intra alia and the words have been used inter-changeably. Therefore, the words may be understood and interpreted correctly as may be best applicable.

vi) The words "Contract", "Agreement", "Order" to be read inter alia and the words have been used inter-changeably. Therefore, the words may be understood and interpreted correctly as may be best applicable.

vii) "Journal" means the official monthly Journal of the ICSI i.e., Charted Secretary or any other name informed by the ICSI.

viii) "Party" means ICSI or Vendor individually and "Parties" shall mean ICSI and Vendor collectively.

ix) "Letter of Intent" means the communication of the intention of the ICSI to the vendor for the award of work read with tender documents.

x) "Work Order" means the order placed by the ICSI to the vendor signed by the authorized officer of ICSI including all attachments and appendices thereto and all documents incorporated by reference therein. Work order along with the Letter of Intent if any and tender documents and the agreement constitutes the contract.

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PART 'A'

1. The Institute of Company Secretaries of India (ICSI) is seeking proposals from reputed vendors having expertise to provide service for Designing, Printing and Dispatch of Journal/Magazine/Annual Report on turn-key basis.

2. The tender document can be downloaded from **August 18, 2026** to **September 08, 2026** (till **03:00 PM**) from the website of the Institute (www.icsi.edu) or Central Public Procurement Portal (CPPP) (https://eprocure.gov.in/epublish/app) for which Bidder would be required to enclose a demand draft of **Rs.1,180/- (Rs.1,000/- + Rs.180/- for 18% GST)** (non-refundable) from any of the scheduled bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi. The bidder can also make online payment of **Rs.1,180/- (Rs.1,000/- + Rs.180/- for 18% GST)** by using following online link: https://apps.icsi.edu/TenderApp/BidderEntryForm.aspx/ and enclose the receipt of online payment generated by the system towards the cost of the tender document with the bid. The bidder who fails to submit the cost of the tender document with the bid, their bid shall not be considered for evaluation and no further communication shall be entertained in this regard. If any discrepancies found in the downloaded version of the tender document, the latest version of the tender document published by the ICSI through website notification at **Institute's website: https://www.icsi.edu/tenders/** or **Central Public Procurement Portal (CPPP):** https://eprocure.gov.in/epublish/app will be treated as authentic and correct.

Note:	*Bidders irrespective of their registration with NSIC/MSME* ***have to submit*** *the requisite fee towards the cost of Tender.*

3. **Earnest Money Deposit (EMD)**
   i. Every bidder has to make a deposit of Earnest Money (EMD) of **Rs. 13,00,000/- (Rupees Thirteen lakhs only)** in the form of Demand Draft from any of the nationalised bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi. The bidder can also make online payment of the EMD using following online link: "**https://apps.icsi.edu/TenderApp/**" and enclose the receipt of online payment generated by the system with the bid.

   ii. Tenders received without the prescribed Earnest Money Deposit (EMD) shall not be entertained and shall be rejected summarily.

   iii. The EMD of the successful bidder can either be converted as part of the performance security on request of the bidder or will be refunded after receipt of Performance Guarantee/Security. In case the selected bidder/vendor opts to convert the EMD to be part of the performance security, balance amount towards the performance security is to be submitted by the selected bidder / vendor with the ICSI in the form of bank guarantee from nationalised bank immediately within seven (07) days of issue of work order but before execution of the agreement. The balance of the performance security amount can also be submitted through demand draft issued from any of the nationalised bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi. The EMD of the unsuccessful bidders will be refunded without any interest/Bank commission/collection charges within 30 days after award of the contract / work order to the successful bidder. Neither any bidder can claim any interest on the EMD amount nor ICSI will be under any obligation to pay any interest even if claimed by the bidders under any circumstances, even if the delay occurs due to non-awarding of contract.

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.

iv. Forfeiture of EMD:

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

a. the bidder withdraws its bid;

b. the selected bidder does not accept the Work Order.

c. the selected bidder fails to supply goods / services as per the terms of the Tender and Purchase / Work Order.

d. any other justified reasons e.g., misleading or wrong information in the Bid, violation of the terms and conditions of the Tender, involvement in forming ring/cartel, submission of multiple bids in different names etc.

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

5. **Bid Submission**: Each bidder shall submit the tender in three separate sealed envelopes,

   (a) *EMD & Tender Fee is to be put in* ***envelope No. 1*** *(please mark the envelope as* ***"No.1 – EMD & Tender Fee),***

   (b) *Part 'A' & 'B' including Form I (Annexure A), Form II (Annexure B), Annexure D, Annexure E, Annexure F and Annexure G along with all requisite documents is to be put in* ***envelope No. 2*** *(please mark the envelope as "****No. 2 – Technical Bid****",*

   (c) *Part 'C' (Annexure C) only is to be put in* ***Envelope No. 3****(Please mark the Envelope as "****No.3 – Financial Bid****").*

   (d) *All the sealed envelopes bearing No. 1, 2 and 3 are to be put in main envelop i.e.,* ***Envelope No. 4.***

6. The bidders must mention the price details in the prescribed format of price bid which is to be put in the sealed envelope as instructed at Sr. No. 5 above. The bidders should ensure that price details are not mentioned anywhere, except the prescribed price bid format. In case, during the evaluation it is found that the bidder has mentioned the price details anywhere, other than the prescribed price bid; the bid submitted by such bidder shall be out rightly rejected.

7. The sealed tender envelope duly super scribed, "Tender for outsourcing of Designing, Printing and Dispatch of Chartered Secretary Journal on turn-key basis due on **September 08, 2026**" must be addressed to Secretary, ICSI and be sent at the Institute's address given below either by registered post/speed post/courier or by dropping in the tender box placed at Ground floor of Institute's Noida office address as mentioned below & should reach on or before **03:00 PM on September 08, 2026.**

Address:

Secretary
The Institute of Company Secretaries of India
ICSI House, C-36, **(Ground Floor: Tender Box of Dte. of Purchase)**
Sector-62
Noida – 201309 (UP)

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

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

8. The Technical Bid shall be opened on **September 08, 2026 at 03:30 PM** or any other date and time as notified later on in the Institute of Company Secretaries of India at ICSI House, C-36, Sector-62 Noida 201309 or any other place as notified later on in the presence of those bidder(s), who wish to be present. Mode, Date & time of opening of bids will be informed through the e-mail id those who requests for the same and also be notified on the on ICSI's website (www.icsi.edu). No separate communication will be sent in this regard through any other mode of communication. **In the event of due date being a closed holiday or declared Holiday for ICSI-HQ / Central Government offices, or due to the lockdown condition, the due date and time for opening of the bids can be changed on the sole discretion of ICSI which will be notified only at the ICSI website (tender page).**

9. The GST has rolled out with effect from 01.07.2017. For implementation of GST in ICSI, bidders who have not migrated to or registered with GST regime will not be eligible to participate in any tender of the Institute. Any offer received from the bidder without GST registration details will be summarily rejected.

10. ICSI shall have the right to assess the competencies and capabilities of the bidder by going through the credentials given in the Technical Bid and on the basis of such credentials, ICSI may reject the candidature of the bidder without assigning any reason. In such case(s) the Financial Bid shall not be opened for that particular bidder. The Financial Bid of only those bidders who qualify in the technical scrutiny shall be opened and time and date for opening the Financial Bid shall be communicated separately.

11. ICSI may call for any additional documents, from the participating bidders during the technical evaluation process to establish their eligibility. ICSI may also call for further technical clarification on the proposals submitted by the bidders.

12. ICSI reserves the right of accepting the bid in whole or in part without assigning any reason and such decision shall be final. The part acceptance of the bid shall not violate the terms and conditions of the tender documents and the bidder shall execute the work at the specified rates without any extra charges or compensation within the stipulated period.

13. Incomplete bids shall be rejected out rightly. No alterations, amendments or modifications shall be made by the Bidder in the Tender documents and if any such alterations are made or any special conditions attached, the bid shall be liable to be rejected at the discretion of the ICSI without reference to the bidder. Tampering with any format given may be liable for rejection / disqualification of the bids. Correction and

overwriting anywhere in the tender document should be avoided. Every correction and overwriting must be authenticated with full signature of the bidder, otherwise the tender is liable to be rejected. Decision of ICSI on such corrections, overwriting, authentications shall be final and binding on the concerned bidder. Please note that all the information as desired needs to be provided. Incomplete information may lead to rejection of Bid.

14. Each Bidder acknowledges and accepts that ICSI may in its absolute discretion apply selection criteria specified in the tender document for evaluation of proposals for short listing / selecting the eligible vendor(s). All Bidders on responding to ICSI for this tender will be deemed to have accepted the terms of this tender document. Non acceptance of any of the terms & conditions as stated in Tender document and non-submission of the stipulated Earnest Money Deposit (EMD) shall render the Bid invalid. Only bidders whose Infrastructure/Technical experience particulars as stated in tender are determined to be in consonance with Institute's requirements shall be considered further in the Tender Evaluation Process.

15. The Bidder who was awarded any contract in the past by the Institute but terminated during the contract period due to unsatisfactory performance will not be eligible /considered to participate in this tender. Also, a bidder who was awarded any contract earlier but refused to continue the contract/refused to sign the agreement as given by the Institute will not be eligible to participate in this tender.

16. The acceptance of tender shall rest with the ICSI. The Institute reserves the right to accept or reject any or all the tenders including the lowest tender(s) without assigning any reason at its sole discretion and the decision of the Institute will be final and binding on all concerned. Non acceptance of any bid shall not make the ICSI liable for compensation or damages of any kind. ICSI further reserves the right to accept a bid other than the lowest or to annul the entire bidding process with or without notice or reasons. Such decisions by ICSI shall be final and bear no liability whatsoever consequent upon such decisions.

17. The ICSI may at any time during the bidding process but before opening the technical bid and or the financial bid, request the bidders to submit revised technical / financial bids and/or supplementary financial bids, in case of change in Scope of Work, without thereby incurring any liability to the affected bidder or bidders.

18. The ICSI reserves the right to discuss on the commercials with the selected Bidder and seek revised commercial bid through a process as approved by the Competent Authority.

19. In order to afford prospective Bidders a reasonable time to take the amendment into account in preparing their bids, ICSI, at its discretion, may extend the deadline for the submission of bids suitably.

20. The Bidders are expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of their bid and will be at the bidder's own risk.

21. The bids prepared by the Bidders, as well as all correspondence and documents relating to the Bid exchanged between the Bidders and the ICSI shall be in English.

22. All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns. Such separate documents shall be chronologically placed at the end of the prescribed bid. If information is 'nil' it should also be mentioned as 'nil' or 'no such case'. If, any particulars/query is not applicable in case of the bidder/s, it should be stated as 'not applicable'. However, the bidder/s are

cautioned that not giving complete information as called for in the bid forms or not giving it in clear terms or making changes in the prescribed forms or deliberately suppressing the information may result in the bidder(s) being summarily disqualified. The Bids received after the prescribed time/date shall not be entertained.

23. The bid should be type written. The bidder should sign on each page of the bid. Overwriting should be avoided. The correction, if any, shall be made by neatly crossing out, initialling, dating and rewriting. References, information and certificates from the respective clients certifying suitability or capability of the bidder should be signed by an officer not below the rank of Director/General Manager/Company Secretary/Chief Financial officer or equivalent.

24. The Bidder must not have any pending litigation in which the bidder was involved during the last five years.

25. The authorization for Institute to seek detailed references should also be given in the bid along with details and designation of person to whom reference can be made by Institute.

26. **Bidder 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 the website of the Institute at** www.icsi.edu **.**

27. The successful Vendor will have to depute a designer at ICSI HQ (Lodi Road/ Noida Office) for designing of the Journal on monthly basis on its own cost for period of 7(Seven) days till the final file of the monthly Journal is provided for printing each month or as directed by the ICSI. No Expenses shall be paid by the Institute. The final design file of the Journal will be provided for printing by (07th) Seventh day of each month.

    Presently, the dispatch dates are 10th and 11th of each month.
    The Journal needs to be dispatched on these dates through concessional posting by India Post / Courier for which competitive quotes shall be made in the financial bid

28. The rates to be quoted should be inclusive of designing of cover designs till the approval of the final cover to be printed (Including changes/ amendments/correction in cover) / processing / CTP making / Final E-version of journal/ paper for text / cover paper / printing / binding / lamination.

    Primary packing charges, cost of poly envelope as per India Post approved specification is to be provided separately Insertion of Journal in poly envelope (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 to post office) (Exclusive of GST). Postal/Dispatch Charges for making available Document/Journal to the recipients as per the ICSI requirements, will be paid as per concessional rates of posting as per the bill raised by India Post or as per actuals or approved rates of agreed courier charges (as the case may be).

29. The Document/Journal shall be despatched to the recipient as per the ICSI requirement in secured manner by the Vendor and Proof of Delivery (POD) of the same shall be submitted to the ICSI together with its monthly bill.

30. Vendor shall deliver at its own cost to ICSI, at its headquarters at New Delhi, before the dispatch stage for each month, a copy of the Journal, in electronic form, in the format decided by ICSI, for hosting the same on the website of ICSI and also for its records. Vendor shall also arrange to send advance copies of the Journal to ICSI, in the numbers as specified in the Print Order of each month to be provided by ICSI. The posting of such advance copies will be borne by the vendor. Vendor will ensure that such advance copies are dispatched to the ICSI before the start of actual dispatch as per mailing list.

31. Vendor shall take proper care of any typescripts or other material provided by ICSI to Vendor, for the purpose of printing of the Journal and shall maintain confidentiality in this regard.

32. The responsibility of printing individual addresses on the Journal in label format will also rest with the vendor and maintaining the confidentiality and safekeeping of the data shared by ICSI will remain the responsibility of the vendor.

33. The vendor will also process the mailing data provided by the Institute. The work will involve merging different files and sorting them pin-code wise. Bundles of Journal shall be made according to different pin-codes. Cases where pin-codes are missing, sorting shall be done city-wise and different bundles are made.

34. Each Journal is to be packed in poly pack or paper envelope as decided by the ICSI. The cost of packing the Journal shall be borne by the vendor.

35. The postage expenses paid to post office or dispatch charges paid to agreed courier agency at approved rates, shall be paid by the vendor and later on shall be reimbursed by ICSI on receipt of bills/invoices with proof of payment made and PODs whereof. In other words, postage shall be borne by ICSI at actuals. However, before making any payment or even after making payment to the vendor, ICSI has the right to verify the number of copies printed/posted at the printing press/vendor's warehouse or at post office or hub of Courier Agency of the Vendor, as the case may be, through the ICSI employee and/or external auditors and in case of less number of copies reported by them any payment made in extra shall be returned by the Vendor on demand or the same may be recovered by the ICSI from any amount due and payable to the Vendor. Further, suitable penalty shall also be imposed by ICSI. This is without prejudice to any other legal remedy available to ICSI against the Vendor which includes invocation of Bank Guarantee/ forfeiture of Security Deposit.

36. 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.

37. 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.

38. The bidder/s are required to submit a detailed list of their available machinery / infrastructure as per format provided at **Annexure A**.

39. All pages of the tender are to be signed and stamped by the bidders and must be submitted with the bid, as acceptance of the tender document. Please submit the duly filled in signed Declaration & acceptance of Terms and conditions as an affidavit duly notarized signed by the any of the director/partner of the bidder, as per the proforma enclosed in **Annexure – D.**

40. 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.

41. In the interest of the Institute, ICSI at its discretion may include or exclude any bidder who has served/worked for the ICSI by executing any similar contract through tender/RFP in recent past. Such

inclusion or exclusion of bidder shall be decided during technical evaluation of the bids of this tender process.

42. **Eligibility Criteria**: The list of the mandatory requirements that need to be fulfilled/ provided by the bidder as part of the bid response mentioned in **Annexure B** (form II).

43. The rates to be quoted by the bidder shall expressly be inclusive of all charges including statutory taxes, fees, cesses, duties, levies, charges, surcharges and other components, etc. (net to Institute) except GST. GST component shall have to be mentioned separately as per price bid format. No component of cost / tax shall be paid by the Institute unless the same is included specifically in the bids.

44. **Bid Validity**: Price quoted must be valid for at least 270 days from the date of opening of technical bid. However, the prices finalized after opening the tenders shall not increase throughout the period of Contract. ICSI reserves its discretion to extend the validity of the Tender with the mutual consent of the concerned bidder.

45. **Bid Evaluation Criteria:**

   a) The selection process consists of two phases viz., **1.** Technical Evaluation and **2.** Commercial Evaluation. Evaluation Criteria would be based on Quality cum Cost.

   b) The INSTITUTE shall have the right to assess the competencies and capabilities of the Bidders by going through the credentials given in the Technical Bid and on the basis of such credentials, INSTITUTE may reject the candidature of the Bidders without assigning any reason. In such case(s) the Financial Bid shall not be opened for that particular Bidders. 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.

   c) **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:

S. No.	**Proficiency Criteria**	**Marks distribution**	**Maximum marks**
1.	Average Turnover in the last three financial Years: (2022-23, 2023-24 and 2024-25)		10
a)	Greater than or equal to Rs. 50 crores	10	
b)	Less than Rs. 50 crores and more than or equal to Rs.35 crores	7	
c)	Less than Rs.35 crores and more than or equal to Rs.20 crores	5	
2.	Quality of 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 bidder, with the bid).		10
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 bidder as a part of the technical and infrastructure bids and through client's site visit and Interaction with its officials:		30

i.	In House Machine (Designing /CTP Set up, Web offset heat set/Cold Set, Sheet Fed, Perfect Binding, Dispatch checked through records and press visit)	15	
ii.	Specifications/manpower/space/area of the plant	15	
4.	Total experience of printing of Magazine/ Journal		15
a)	Experience in printing for more than or equal to 15 years	15	
b)	Experience in printing for less than 15 years but more than or equal to 10 years	10	
c)	Experience in printing for less than 10 years but more than or equal to 5 years	5	
5.	Bidders understanding of ICSI requirement and ICSI assessment thereof based on bidder's client's feedback		5
6.	Presentation (Scope of work)		30
	TOTAL		100

(i) 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.

(ii)Minimum marks (in percentage) to declare a bid technically qualified and eligible for opening of commercial bid is 60%.

(iii) Printing press/clients visit, by the technical evaluation team of the Institute shall be organized by the bidder at its own cost and risk.

d. Commercial Bid Evaluation:

The bidders are required to study the complete requirement specified in the Scope of Work mentioned in this Tender while submitting their bid.

The minimum qualifying score in the technical evaluation is 60 (out of 100). Bidders scoring less than 60 will not be considered for further evaluation. ICSI reserves its right to shortlist/restrict number of Bidders for further evaluation based on the score obtained by the bidders as per above technical evaluation matrix.

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 negotiations, if required.

Formula for Final Bid Evaluation is:

Bm= .6 (TM) + .4 (Fn) = (Fmin/ Fb) *100

Where,

__Bm__ is total marks of the VENDOR in consideration
__TM__ is Technical Marks of the VENDOR in consideration
__Fn__ is Normalized financial score of the VENDOR in consideration
__Fb__ is Evaluated Cost of VENDOR under consideration
__Fmin__ is Minimum evaluated cost of any VENDOR

ICSI reserves the right to negotiate with the bidder whose bid has been ranked first on the basis of best score.

Note: Conditional bids will be rejected.

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) Evaluation of the commercial bids of the technically qualified bidders will be done on QCBS basis. 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. However, Institute reserves the right to alter the allocation of quantum of business among various empanelled service providers at its discretion.

Institute reserves its right to discuss the rate with the bidder(s) to derive the best price, as per decision of the Competent Authority

II. <u>TERMS AND CONDITIONS</u>

1.Duration of Contract: Contract shall be initially for a period of Four (04) years or forty-eight (48) issues from the 1st issue of publication of the Journal, subject to evaluation of the performance periodically. **T*he rates quoted shall remain valid till four years or till the publication of 48th issue by the vendor, from the start date of contract or date of publication of the first issue.***

2.Extension of Contract: On expiry of initial contract period, the ICSI reserves the right to extend the contract as mutually agreed, for further maximum period up to **Two (2) years or 24th issue**, on yearly basis, subject to evaluation of the performance on yearly basis on the same terms & conditions in writing if the service of the Service Provider found satisfactory. Service Provider 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.

3. The Institute would provide the matter for Text as well as cover through e-mail. The vendor will return the content to ICSI for approval through email.

4. The rates for printing of journal may be quoted as per the specifications given in Annexure C. The number of pages mentioned in Annexures is estimates only. The pro-rata payment will be made in case there is change in the number of pages.

5. 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.

6. Printed dummy/sample copies of the Journal should be 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 vendor, with the bid). In case of deviation if GSM is higher than the prescribed limits by 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.

7. Certification on quality of print & paper has to be provided by the vendor against every print order which will be verified by the Dte. of Printing and Publication. Based on the satisfactory certification, payment will be released to vendor against each print order.

8. Vendor needs to provide High Resolution Digital version of Chartered Secretary Journal as per below mention details with no extra cost.
   a) Like e-newspaper or e-magazine, Vendor 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.
   b) There will be hyperlink of page with URL
   c) High resolution readable version will provide by the Vendor

9. Journal found defective/not in accordance with specifications by the Institute will have to be replaced or lifted back as decided by the Institute at vendor's risk, cost and responsibility.

10. In case the vendor fails to replace the defective copy(ies) / material within the time frame fixed by the Institute, the Institute reserves the right to cancel the contract / or charge Penalty as decided by the Institute.

11. The Bidder must comply with all statutory provisions including but not limited to e.g., PF & ESIC, prohibition of employment of child labour, environment protection law or any other Law which will be applicable to the contract awarded through this tender.

12. The vendor 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.

13. The Chartered Secretary Journal being prestigious journal of the Institute meant for the Members & subscribers, presently being dispatched under concessional postal tariff license on the scheduled dates of posting of the journal at Indian Post Office every month. The vendor will have to dispatch the Journal through concessional Posting or any other mode as finalized.

14. The finalized Vendor will have to provide digital version of Chartered Secretary Journal for which no extra cost/ amount shall be allowed. The digital Version of Chartered Secretary Journal shall be: **Audio files of Articles in English before the printing of the Physical copy and QR Code of each article/ other matter as per requirement in the Printed version of CS Journal.**

   - Like e-newspaper or e-magazine, Bidder 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 bidder
   - Any other latest requirement if any-
     - Like AI Version
     - Virtual assistance
     - QR code
     - Accessibility
     - Reference
     - Digital Format for learning Portal etc.

15. 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.

16. In case for whatever reasons the copies are not posted on the prescribed dates, the Vendor 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.
17. After printing the Chartered Secretary Journal every month, the Vendor shall necessarily make available the complete matter of each issue on a monthly basis, in Soft copy/ E version for putting the same on the Institute's website on the next day.

18. The payment to the vendor will be made on the basis of satisfactory proof of delivery obtained from the vendor and endorsement by Dte. Of Printing and Publications of the Institute.

19. The vendor will purchase the paper of its own. The Institute will not pay any extra charges in Advance other than quoted rate.

20. **Subletting:** The whole work included in the Tender shall be executed by the vendor and the vendor shall not directly or indirectly transfer assign or sublet the contract or any part thereof or interest therein to any other party without the written consent of ICSI.

21. Delivery Period:

i. Any delay by the Service Provider in the delivery of goods and services shall render Service Provider liable to any or all of the sanctions viz. invocation of Bank Guarantee / forfeiture of security deposit, imposition of liquidated damage, blacklisting etc.

ii. If the Service Provider fails to deliver any or all of the goods and services or complete the implementation, commissioning and delivery within the period specified in the tender/order, ICSI, shall without prejudice to its other remedies, impose penalty as per the penalty clause mentioned in this tender.

iii. The vendor will send the bundles of Journal, on the scheduled mailing dates, in bags to the 'bulk' mailing department of the post office for distribution throughout India or through any other mode as finalized. In addition, specified number of copies will be also sent to the ICSI offices located in Delhi, Noida or any other place as directed by the ICSI.

22. The vendor will have to sign a contract as per requirement of the ICSI and shall execute a non-disclosure agreement (format enclosed as **Annexure E**) on the non-judicial stamp paper of requisite value with the Institute at the commencement of the assignment.

23. Site for services is:

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

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

24. **Copyright, Intellectual Property Rights and other incidental rights:** Chartered Secretary Publication is an Intellectual Property of the Institute. Copyright and any other intellectual property right shall vest with ICSI only. Editorial rights are also vested with the Institute. The vendor 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 vendor is liable for civil and criminal actions and liable to pay damages as determined by the Institute. The vendor shall not edit, copy, reproduce re-print, assign, transfer to any third party, and / or use the material for itself or for any purpose, from the date of execution of the contract and after the completion of the contract. ICSI has intellectual property rights over its trade names, corporate signs, logos, software, proprietary information and know-how which the vendor may come across through this Contract. The vendor shall recognize ICSI's intellectual property rights for all purposes. Nothing in this Agreement shall confer on vendor any right or title in the intellectual property of ICSI.

25. **Performance Security**: The successful bidder must submit the security deposit/performance guarantee in form of a Bank Guarantee from any Nationalized bank (format enclosed as Annexure F) to cover any loss or damage caused to or suffered by the Institute due to acts of commission and omission by the successful bidder or any failure on the part of the successful bidder in fulfilment of terms and conditions of the contract and conditions contained in the contract. The value of the Security Deposit/Bank Guarantee has to be of equivalent amount of 5% of the contract price. The Bank Guarantee has to be submitted within 15-30 days of issue of order but before execution of the contract. The Bank Guarantee shall have to remain valid for the entire duration of the Contract plus three months beyond the completion of contract period. The successful bidder shall not be entitled to any claim or receive any interest on the amount of performance guarantee. The EMD of the successful bidder will be refunded after submission of the performance Guarantee/Security Deposit.

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

26. **Payment Terms**: Payment terms would be 60 days from the date of receipt of the final and complete bill in the Institute along with the receipted challan in original containing full details/specifications of the journal despatched along with proof of delivery.

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

28. **Penalty Terms:**

    i. In case the vendor fails to design, print and dispatch the Journal before the Specified Date, the vendor shall, unless otherwise expressly waived by the ICSI, for each day of the delay after a grace period of two days to be counted from the specified date, pay to the ICSI, a sum calculated at the rate of 1% per day of the amount of invoice raised by the vendor relating to the month of delay as liquidated and ascertained damages. In such a case, the ICSI may, at its option, deduct such sum from any monies due or that may become due to the under the contract. Apart from the above, the vendor shall also bear the entire cost of printing and penalties, if any, levied by the Postal Department and shall ensure delivery of the Journal to all the persons mentioned in the Mailing List at its expense at the earliest.

    ii. If any type of printing error or binding error or usage of low quality of raw material such as paper, ink etc. is found in the final printed Journals, ICSI may impose penalty. The amount of penalty will be decided by ICSI.

    iii. At the time of signing the Agreement, the vendor has to accept the schedule of printing and dispatches etc. which will be given by the Institute. In case of any delay, except on the part of the ICSI, the vendor shall be responsible for any delay on its part including an outsourced agency, if appointed by the vendor, may attract penalty as mentioned at clause no. 28(i) above.

    ICSI may depute its official/s or any external auditor for 'on-the-spot' inspection during execution of the order or anytime at the premises of the vendor for which all cooperation shall be extended by them and in case of less number of copies reported by the auditor, any payment made in extra shall be returned by the vendor on demand or the same may be recovered by the ICSI from any amount due and payable to the vendor. Further, ICSI may also impose suitable penalty. This is without prejudice to any other legal remedy available to ICSI against the vendor which includes invocation of Bank Guarantee/ forfeiture of Security Deposit.

iv. Printed dummy/sample copies of the Journal should be 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 vendor, with the bid). If the paper used for printing of any issue of the Chartered Secretary Journal, is not in commensuration of the paper specification, as mentioned in the contract, the variation of the paper in terms of GSM, quality and other details, will attract penalty. In case of deviation of GSM is higher than the prescribed limits by 2%, penalty shall be imposed on the total value of the invoice pertaining to the relevant print order, in which the deviation has occurred. The penalty will be maximum 10% of the total value of the invoice, where the variation has occurred.

29. 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.

30. 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.

31. In case of non-compliance by the bidder, of any of the terms and conditions as stated in the tender documents / Service Level Agreement (SLA) or if the Bidder withdraws or amends, impairs or derogates from the tender / Service Level Agreement (SLA) in any respect within the period of validity of the tender / Service Level Agreement (SLA) or bidder fails to execute the work as per the Tender/Work Order or fails to deliver the satisfactory performance during the period of contract, or fails to execute agreed Service Level Agreement (SLA), ICSI shall have the right to invoke the said Bank Guarantee and to forfeit the security deposit / earnest money deposit and such decision of the ICSI shall be final.

32. Considering corona pandemic, the vendor will have to take reasonable steps regarding maintaining social distancing, health and sanitization SOP/guideline issued by MOHFW by the Govt. or ICSI from time to time while execution of the work awarded through this contract.

33. Vendor shall have to arrange insurance cover for the publication for any untoward loss, at its own cost risk and liability.

III. GENERAL:

1. **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.

2. **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.

3. **Dispute Resolution:** Any dispute, difference, controversy or claim ("Dispute") arising between the successful bidder and ICSI hereinafter jointly to be called "parties" and singularly as "party" out of or in relation to or in connection with the agreement/contract, or the breach, termination, effect, validity, interpretation or application of this agreement/contract or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorized official of the parties.

4. **Arbitration:** If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall be referred to the Arbitration process. In the event of any dispute arising between ICSI and the vendor in any matter covered/ touched by this contract or arising directly or indirectly there from or connected or concerned with the said contract, the matter shall be referred to the sole arbitrator appointed by the mutual consent of both the parties. The decision / award of the Arbitrator shall be final and binding on the parties. Cost of Arbitration will be shared equally by the parties.
   - **i.** The place of the arbitration shall be at the ICSI, 22, Institutional Area, Lodi Road, New Delhi.
   - **ii.** The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.
   - **iii.** The proceedings of arbitration shall be in English language.
   - **iv.** The parties are not entitled to approach any court of law without resorting to arbitration approach.
   - **v.** The decision / award of the arbitrator shall be final and binding on parties to the arbitration proceedings.

5. **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.

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

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

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

8. **Blacklisting:** Notwithstanding any other remedy, The ICSI may by notice in writing blacklist the Service Provider for suitable period in case Service Provider fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Service Provider or by its staff or agent or in case there are more than three (3) penalties on the Service Provider in any month.

9. **Sub-Contracting**: The successful bidder will not assign or transfer and sub-contract its interest / obligations under this contract to any other concern / individual without the prior written consent of the ICSI.

10. **Statutory Compliance**: The successful bidder will be required to comply with all statutory obligations from time to time applicable to this contract.

11. **Force Majeure**

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

   ii. If a Force Majeure situation arises, the successful bidder are required to promptly notify ICSI in writing of such condition and the cause thereof within a period of three (3) days from the date of happening of such an event requiring invocation of this force majeure article. Unless otherwise directed by the ICSI in writing, the successful bidder will continue to perform its obligations under this order as far as is reasonably practical and shall seek all reasonable alternative means for performances of this order.

12. **Indemnity Clause:** The Service Provider will indemnify ICSI against all statutory liabilities present and future arising out of this contract. In the event of violation of any contractual or statutory obligations, the successful bidder will be fully and solely responsible for the same. Further, in the event of any action, claim, damages, suit initiated against ICSI by any individual, law enforcement agency or government authority due to acts and omissions, the successful bidder will be liable to make good/compensate such claims or damages to the ICSI. As a result of the successful bidder action, inaction or any omissions, if ICSI is required to pay any damages to any individual, law enforcement agency or government authority, the successful bidder would be required to reimburse to ICSI such amount with other expenses incurred by ICSI or ICSI reserves the right to recover but not limited to such amount from the payment(s) due to the successful bidder while settling its bills or from the amount of security deposit lying with ICSI. However, ICSI reserves its right to take legal recourse as permitted under law of the land. In case of any damage caused to the institution due to negligence, carelessness or inefficiency of staff of the vendor, the vendor shall be responsible to

make good the loss. The ICSI shall have right to adjust the damage / loss suffered by it from the security deposit or / and to charge penalty as decided by the Institute. Decision of the ICSI in this respect shall be final & binding on the vendor.

13. **Compensation:** In case of any damage or loss caused to the Institute due to breach of term or condition of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct or deficiency of Service Provider or its staff, the bidder(s)/vendor shall be liable to compensate the loss cause to ICSI and to pay damages. The Institute shall have right to adjust the damage / loss suffered by it from the security deposit / earnest money deposit / bank guarantee and / or to charge penalty as decided by the Institute. Decision of the Institute in this respect shall be final & binding.

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

    Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall be continued by the empaneled vendor(s) during the period of the termination notice and the same must be satisfied/completed before this agreement/contract is terminated. The ICSI may also put in place any other agency for carrying out the remaining work and expenditure incurred on same shall be recovered from the empaneled vendor(s). The Service Provider shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have been derived from the performance of this agreement in full, but which he did not derive in consequences of the full performance of this agreement not having been carried out, nor shall he have any claim for compensation / damage for the loss suffered by him by reason of termination of agreement by the ICSI. No claim for interest will be entertained by ICSI with respect to any moneys or balances, which may be in its hands owing to a dispute between the ICSI and the Service Provider.

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

For any details / clarifications, bidders may contact: Manhar Malhotra, Deputy Director, Printing, (Tel. no. 120-4082129) Email id: manhar.malhotra@icsi.edu.

A. K. SRIVASTAVA
Joint Secretary
(Purchase & Store and Printing)
The Institute of Company Secretaries of India
C-36, Sector-62, Noida (U.P.) - 201309

Date: August 18, 2026

(A K. Srivastava)
Joint Secretary (Purchase & Stores)
The Institute of Company Secretaries of India

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

Annexure – A

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

Tender No. ICSI/PP/CSJ/2026-27/136 **August 18, 2026**

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 BIDDER & COMPLETE ADDRESS:
   (b) DAVP GRADING (IF ANY):
2) TELEPHONE NO. & FAX NO.:
3) CONTACT PERSON:
4) LEGAL STATUS i.e.
   {WHETHER PUBLIC LTD. / PVT. LTD. CO / LLP (ATTACH DOCUMENTARY EVIDENCE)}
5) COMPOSITION OF DIRECTORS /PARTNERS ETC.
6) PAN No. (Copy Attach)
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)}/ Cold Set			
PRINTING (SHEET FED) FOLDING			
BINDING (perfect)			
DESPATCH			

10) TOTAL AREA OF PLANT:

11) 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

Annexure – B

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

Tender No.: ICSI/PP/CSJ/2026-27/136 **August 18, 2026**

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

Form II: Eligibility Criteria

S. No	Eligibility Criteria	Documents to be Submitted
1.	The bidder must be incorporated and registered in India under the Indian Companies Act 1956 or 2013/ Registered LLP and should have been operating in India from last 5 years. Please enclose self-attested copy of Certificate of Incorporation / Copy of LLP Registration Certificate (s) and copy of Memorandum of Association (MOA) and Article of Association (AOA)/ Registered Partnership deed. The MOA / LLP Deed, must have mention of the tendered service in its object clause / appropriately mentioned in the deed.	
2.	Board Resolution certified by the CEO/MD or Company Secretary of the bidder or Authorization Letter issued by the CEO/MD/Authorised Person of the bidder in favour of the Authorized Signatory of the bid on behalf of the Bidder. Please enclose Original Authorization Letter or certified copy of the board Resolution.	
3.	Bidder should have average of annual turnovers of the last three financial years: 2022-23, 2023-24 and 2024-25 of minimum Rs.20 Crores. Please enclose self-attested copy of Audited P&L accounts and balance sheet of three preceding consecutive financial years ending as on 31st March, 2025.	
4.	The bidder must have Liasoning office, in Delhi/NCR. Please enclose self-attested copy of the address proof. ICSI may verify the details through online / physical inspection.	
5.	The bidder must have Web Heat Set/ Cold Set, Sheet Fed Printing Machine and Binding unit. Please enclose details of the infrastructure available on business letter head signed by competent authority. ICSI may verify the details through online / physical inspection.	
6.	Bidder must have the experience of printing journals/magazines for not less than 5 years. Please enclose self-attested copy of work order/completion certificate along with number of magazines being done for organisations – please specify (in details) organisation/ name of magazine / print run / periodicity / contact official with mobile. no. (please attach separate sheet, if necessary)	
7.	The bidder must have at least Five (5) clients to whom similar service is provided, out of which minimum two (2) should be Central Government/State Government/ Public Sector organizations /Autonomous Bodies/ Statutory Bodies, Business houses. Self-attested copy of the contract or work order to be enclosed.	
8.	Escalation matrix up to the level of CEO/ Authorised person to be provided. Please enclose details on business letter head of the bidder signed by authorised signatory.	
9.	The bidder must have valid ISO or equivalent Certificate, for providing tendered services. Please enclose self-attested copy of the certificate(s).	
10.	Presently license for concessional posting is in Delhi. The bidders should	

	ensure completion of Paper work and arrange for license from postal department of respective city of posting. Please enclose undertaking in this regard from the Authorised Signatory.	
11.	The bidders must be 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. Please enclose undertaking in this regard from the Authorised Signatory	
12.	The Bidder must 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. Please enclose undertaking in this regard from the Authorised Signatory	
13.	Tender Fee. Please enclose online payment receipt or Demand Draft.	
14.	EMD. Please enclose online payment receipt or Demand Draft or valid NSIC / MSME certificate/document.	
15.	Copy of PAN. Please enclose self-attested photocopy of the PAN.	
16.	Copy of GSTIN Certificate. Please enclose self-attested photocopy of the GSTIN certificate.	
17.	The bidder will give a certificate of solvency from its banker of not less than Rs.1.00 Crore. The bidder will also authorize Institute to approach the Bank issuing the solvency certificate to confirm the correctness thereof, if required. Please enclose bank solvency certificate and a declaration from Authorized Signatory on the Bidder's Business Letter Head authorising the Institute to approach the bank for confirmation of the correctness of the same.	
18.	The Bidder who was awarded any contract in the past by the Institute but terminated during the contract period due to unsatisfactory performance will not be eligible /considered to participate in this tender. Also, a bidder who was awarded any contract earlier but refused to continue the contract/refused to sign the agreement as given by the Institute will not be eligible to participate in this tender. Please enclose declaration from Authorized Signatory on the Bidder's Business Letter Head	
19.	Bidder should not have been blacklisted by any Firm/Organization/School/Board/University/Institution or any Government organization and no litigation is pending in the court of law against the bidder. Bidder also should not be under any legal action or not declared ineligible to participate for unsatisfactory past performance by the Government of India for indulging in corrupt, fraudulent, coercive, undesirable, or restrictive practices or any other unlawful or unethical business practices with any Central/ State Government Ministry/Department/ PSU/ Statutory Body / Government Company in last 5 years. The Bidder also must not have been declared bankrupt/insolvent or should not have filed for bankruptcy/insolvency in the past five years or in the process of being declared bankrupt / insolvent before any designated authority. Please enclose declaration from Authorized Signatory on the Bidder's Business Letter Head.	

Annexure-C

Tender No.: ICSI/PP/CSJ/2026-27/136 **August 18, 2026**

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 on turn-key basis.

Periodicity	Monthly
Number of Pages.	The number of pages and copies of the Journal may vary from month to month. Threshold lower limit for number of pages in any particular issue will be 160 pages (Inside) + 4 pages (Cover). Any deviation in number of pages of any particular issue will be paid on pro-rata basis.
Number of Copies	30,000 Approximate per month
Finish Size	200mm x 265mm
	80 GSM
Paper Specification	1. For All Text in 4 colours on 80 GSM good quality Art Paper Matt white finish of reputed mill and more than 85% Brightness.
	2. Cover in 300 GSM Art Card [with outer side (Cover I & IV) matt lamination] in 4 Colours.

(Finish Size: 200mm x 265mm)

Particulars	**Unit of measurement**	**Unit Rate (in Rs.) (A)**	**GST (in Rs.) (B)**	**Total (in Rs.) (C=A+B)**
A. PRINTING COST			**80 GSM**	
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 plate 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 seventy microns in thickness and labelled Recyclable. Certificate given by Bidder.	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)				
For All Text in 4 colour 80 GSM good quality Art Paper Matt white finish of reputed mill and more than 85% Brightness				
Paper Cost (Cover) Total				
Per Copy Cost				
B. Dispatch Charges for delivery to recipient(s)				
TOTAL COST OF JOURNAL				

Pro rata rates per issue of the Journal on increase/decrease will be applicable in case of variation in Number of pages or number of copies or both.

The rates quoted above includes cost of providing digital version of Chartered Secretary Journal for which no extra cost/ amount shall be allowed. The digital Version of Chartered Secretary Journal shall be:

- Audio files of Articles in English before the printing of the Physical copy.
- QR Code of each article/ other as per required as well as in the Printed version of CS Journal

Bidder have to provide digital version of Chartered Secretary Journal for which no extra cost/ amount shall be allowed. The digital Version of Chartered Secretary Journal shall be: Audio files of Articles in English before the printing of the Physical copy and QR Code of each article/ other matter as per requirement in the Printed version of CS Journal.

- ➢ Like e-newspaper or e-magazine, Bidder 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 bidder
- ➢ Any other latest requirement if any-
    - Like AI Version
    - Virtual assistance
    - QR code
    - Accessibility
    - Reference
    - Digital Format for learning Portal etc.

Bidder needs to provide discount price as per quantity slab criteria given below:

CS JOURNAL SLAB CRITERIA (FINAL PRICE)				
QTY SLAB	**GRADE**	**PRICE**	**Rate per Copy**	**Total Price**
Upto 30,000	A	TENDER PRICE Rs. ______		
30,001 to 40,000	B	TENDER PRICE Rs. ______		
=>40,001Copies	C	TENDER PRICE Rs. ______		

Name and Signature of Bidder with

Date:

Corporate Seal and Mobile

(Annexure-D)

Tender acceptance letter to be submitted through letter head of the Business/-, signed by any of the director/partner of bidder, duly notarised 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/PP/CSJ/2026-27/136** due on **September 08, 2026**. We are interested to participate in the **'Tender for outsourcing of Designing, Printing and Dispatch of Chartered Secretary Journal on turn-key basis'**. We declare that:

i) We have read, understood, accept and agree to comply with all the terms and conditions given in the tender Document.
ii) We are eligible for award of the contract as per the qualification criteria mentioned in the tender Document. We have attached all the copies of the documents as required, in support of the eligibility criteria of the tender document. We are in possession of all the original documents of which copies have been submitted towards the fulfillment of the eligibility criteria of this tender. We give our affirmation to produce the original documents, as and when demanded by the ICSI, on failing, our bid may be rejected or award of contract may be withheld or withdrawn, without any recourse.
iii) We shall comply with all statutory obligations including but not limited to PF, ESIC, Prohibition of employment of child labour, Environment Protection Law, or any other law as mentioned in the tender or as applicable to the contract awarded through this tender.
iv) We agree to abide by, with the provisions of non-disclosure agreement and contract, as set out in this tender and shall submit the non-disclosure agreement and contract as per format approved by ICSI on non-judicial stamp paper of requisite value.
v) We affirm that there is no pending litigation in any Court of Law, nor was involved during the last five years.
vi) 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.
vii) We understand that ICSI reserves the right to cancel the tender at any stage or cancel / reject any one or more bid without incurring any liability.
viii) The duly signed copies of all the tender pages are attached herewith.

(Signature of the Bidder)
Printed Name
Designation
Official seal/ stamp
Date:

(Annexure E)

TENTATIVE FORMAT OF NON-DISCLOSURE AGREEEMNET

(Blank copy to be submitted by the participating bidder duly signed and with seal of the bidder, as part of tender acceptance)

(To be submitted on non-judicial stamp paper of denomination of Rs.100/- by the successful bidder on awarding of the contract)

Non-Disclosure Agreement

THIS NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into on this ____ day of __________2026 by and between THE INSTITUTE OF COMPANY SECRETARIES OF INDIA (ICSI) having its head office at:
ICSI House, No. 22 Institutional Area, Lodi Road, New Delhi – 110003
(hereby referred to as "**Disclosing Party**")

AND

M/s_____________ with and address at ______________________ (hereby referred to as "**Recipient**" or the "**Receiving Party**").

AGREEING TO THE FOLLOWING POINTS
POINT 1

Recipient Party agree to the following clause:

The confidential information shared, as mentioned above, cannot be shared with any other third party in any circumstances whatsoever. The confidential information is the property of the Disclosing Party, and it cannot be used for any other purpose other than the agreed purpose without the consent of the Disclosing Party.
The Recipient hereto is assigned contract of __________________________/ entered into the Service Level Agreement dated ____________________ during said contract / agreement, Disclosing Party may share certain confidential information / data pertaining to its Stakeholders with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definition of Confidential Information**: For purposes of this Agreement, "**Confidential Information**" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

   Any confidential information or proprietary information (i) identified in written or oral format by the Disclosing Party to the Receiving Party to this Agreement with a competitive advantage, including trade secrets, data and know-how, copyrightable materials, timetables, and stakeholders lists as related to the products and services (current and prospective) of each of the parties.(ii) or the Receiving Party knows or has reason to know the disclosed information is confidential, or proprietary information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as Stakeholders secrets

2. **Disclosure of Confidential Information**: From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party.
The Receiving Party agrees to hold in confidence and trust and to maintain as confidential all Confidential Information of Disclosing Party. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "**Representatives**") who have a need to know such Confidential Information in connection with the current or contemplated assignment / contractual relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential; and (d) shall not use or disclose, directly or indirectly, the Confidential Information, or any information derived there from, to any third person without prior written approval from the Disclosing Party. The Receiving Party shall be responsible for any breach of this Agreement by any of its representatives, Employees, Staff and Agent.

3. **Use of Confidential Information**: The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated assignment / contractual relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. The parties agree that all Confidential Information shall be and remain the sole property of the Disclosing Party. The Disclosing Party shall be the sole owner of all rights, and other proprietary rights in connection therewith and that no license is granted, assigned or implied to be granted to Receiving Party hereby. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party.

4. **Compelled Disclosure of Confidential Information**: Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party give (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. **Term**: This Agreement shall remain in effect perpetually. Notwithstanding the termination or expiration of the Agreement, the obligations of the Receiving Party not to disclose any Confidential Information to third party pursuant to this Agreement shall remain in effect perpetually.

6. **Remedies**: Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information

would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that without prejudice to any other legal rights the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. **Return of Confidential Information**: Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the assignment / agreement executed between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

8. **Notice of Breach**: Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

9. **No Binding Agreement for Transaction**: The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. This Agreement does not create a joint venture or partnership between the parties. If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

10. **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 place of the arbitration shall be at the ICSI, 22, Institutional Area, Lodi Road, 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.

In case of any dispute, difference, claims and demands arising in relation or pursuant or touching to the meaning or interpretation of this agreement, the authorised official of the Disclosing Party will address the disputes/differences for mutual resolution and failing which the matter shall be referred to the sole arbitrator appointed by the mutual consent of both the parties. The decision / award of the Arbitrator shall be final and binding on the parties. Cost of Arbitration will be shared equally by the parties. 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. All disputes arising out of this tender are subject to the jurisdiction of Courts in New Delhi.

11. Miscellaneous.

(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

(b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the applicable laws of land.

(c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(d) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.

(e) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

(f) The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either party from: (i) developing, making or marketing products or services that are or may be competitive with the products or services of the other; or (ii) providing products or services to others who compete with the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Disclosing Party

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA (ICSI)
Address:
Authorized Signatory: ______________________

Receiving Party

(Annexure F)

Format: Performance Bank Guarantee from a Nationalized Bank

(Blank copy to be submitted by the participating bidder duly signed and with seal of the bidder, as part of tender acceptance)

(Original BG is to be submitted only by the successful bidder on awarding of the contract)

Ref. No. Bank Guarantee No

Dated

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

1. Against contract vide Advance Acceptance of the Tender covering "RFP for ……………………………………………………………" (hereinafter called the said 'contract') entered into between the Institute of Company Secretaries of India, (hereinafter called the ICSI) and ______________ (hereinafter called the Service Provider) this is to certify that at the request of the Service Provider we_______Bank Ltd., are holding in trust in favour of the ICSI, the amount of Rs __________________/- (Rs.----- only) to indemnify and keep indemnified the ICSI against any loss or damage that may be caused to or suffered by the ICSI by reason of any breach by the Service Provider of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the ICSI, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Service Provider and the amount of loss or damage that has been caused or suffered by the ICSI shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the ICSI.

2. We ______________________________Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Service Provider i.e. till ______hereinafter called the said date and that if any claim accrues or arises against us ________________Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us __ ________________________________Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us __Bank Ltd, by the ICSI before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the ICSI.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we_______Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the ICSI

4. We undertake to pay to the ICSI any money so demanded notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Service Provider shall have no claim against us for making such payment.

6. We ______________________________Bank Ltd, further agree that the ICSI shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions

of the said contract or to extend time of performance by the Service Provider from time to time or to postpone for any time or from time to time any of the powers exercisable by the ICSI against the said Service Provider and to forebear or enforce any of the terms and conditions relating to the said contract and we, ___________Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Service Provider or for any forbearance by the ICSI to the said Service Provider or for any forbearance and or omission on the part of the ICSI or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider.

WITNESS NO. 1

(Signature)
Full name and official
Address (in legible letters)

Authorised Bank Representative

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

WITNESS NO. 2

(Signature)
name and official
Address (in legible letters)

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

(Annexure G)

TENTATIVE SLA FORMAT

(Blank copy to be submitted by the participating bidder duly signed and with seal of the bidder, as part of tender acceptance)

(Original SLA is to be submitted only by the successful bidder on awarding of the contract)

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

This Contract is executed at ______________ on ______ day of _________, 2026.

BETWEEN

The Institute of Company Secretaries of India, a Statutory Body constituted under the Company Secretaries Act, 1980 having its Head Office at ICSI House, 22, Institutional Area, Lodi Road, New Delhi – 110003, represented by .... (hereinafter referred to as **"ICSI"**) which expression, unless repugnant to the context, shall be deemed to include its successors, legal heirs and permitted assigns) of **the "FIRST PART**

AND

M/s____, Company incorporated under the Companies Act 1956, having registered office at __________________ and with its corporate office located at ______________________, represented by .... authorized vide Board Resolution dated..................... (hereinafter referred to as **"Service Provider"**) which expression, unless repugnant to the context, shall be deemed to include its successors, legal heirs and permitted assigns) of the "**SECOND PART**".

WHEREAS:

ICSI desired to ____ and wished to engage an Agency/ Company for ____**(hereinafter referred to as "Services") for ICSI.**

Based on the representations and warranties of the Service Provider as contained in this Contract, the ICSI agreed to engage the Service Provider for Services on the terms and conditions set forth in this Contract.

Letter of Intent (LOI) dated ______________ issued and the same have been accepted unequivocally by the Service Provider.

NOW THEREFORE, the Parties hereby agree to the following:

1. ***Duration of Contract:*** *Contract shall be initially for a period of Four (04) years or forty-eight (48) issues from the 1st issue of publication of the Journal, subject to evaluation of the performance periodically.* **The rates quoted shall remain valid till four years or till the publication of 48th issue by the vendor, from the start date of contract or date of publication of the first issue.**

2. ***Extension of Contract:*** *On expiry of initial contract period, the ICSI reserves the right to extend the contract as mutually agreed, for further maximum period up to Two (2) years or 24 issue, on yearly basis, subject to evaluation of the performance on yearly basis on the same terms & conditions in writing if the service of the Service Provider found satisfactory. Service Provider 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.*

3. *The Institute would provide the matter for Text as well as cover through e-mail. The vendor will return the content to ICSI for approval through email.*

4. *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.*

5. *Printed dummy/sample copies of the Journal should be 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 vendor, with the bid). In case of deviation if GSM is higher than the prescribed limits by 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.*

6. *Certification on quality of print & paper has to be provided by the vendor against every print order which will be verified by the Dte. Of printing and publication. Based on the satisfactory certification, payment will be released to vendor against each print order.*

7. *Vendor needs to provide High resolution Digital version of Chartered Secretary Journal as per below mention details with no extra cost.*

8. *Like e-newspaper or e-magazine, Vendor 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.*

9. *There will be hyperlink of page with URL*

10. *High resolution readable version will provide by the Vendor*

11. *Journal found defective/not in accordance with specifications by the Institute will have to be replaced or lifted back as decided by the Institute at vendor's risk, cost and responsibility.*

12. *In case the vendor fails to replace the defective copy(ies) / material within the time frame fixed by the Institute, the Institute reserves the right to cancel the contract / or charge Penalty as decided by the Institute.*

13. *The Bidder must comply with all statutory provisions including but not limited to e.g. PF & ESIC, prohibition of employment of child labour, environment protection law or any other Law which will be applicable to the contract awarded through this tender.*

14. *The vendor 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.*

15. *The Chartered Secretary Journal being prestigious journal of the Institute meant for the Members & subscribers, presently being dispatched under concessional postal tariff license on the scheduled dates of posting of the journal at Indian Post Office every month. The vendor will have to dispatch the Journal through concessional Posting or any other mode as finalized.*

16. ***Subletting:*** *The whole work included in the Tender shall be executed by the vendor and the vendor shall not directly or indirectly transfer assign or sublet the contract or any part thereof or interest therein to any other party without the written consent of ICSI.*

17. ***Delivery Period:***
    i. *Any delay by the Service Provider in the delivery of goods and services shall render Service Provider liable to any or all of the sanctions viz. invocation of Bank Guarantee / forfeiture of security deposit, imposition of liquidated damage, blacklisting etc.*
    ii. *If the Service Provider fails to deliver any or all of the goods and services or complete the implementation, commissioning and delivery within the period specified in the tender/order, ICSI, shall without prejudice to its other remedies, impose penalty as per the penalty clause mentioned in this tender.*
    iii. *The vendor will send the bundles of Journal, on the scheduled mailing dates, in bags to the 'bulk' mailing department of the post office for distribution throughout India. In addition, specified number of*

copies will be also sent to the ICSI offices located in Delhi, Noida or any other place as directed by the ICSI.

18. ***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.*

19. ***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."*

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

21. ***Penalty Terms:***
    i. *In case the vendor fails to design, print and dispatch the Journal before the Specified Date, the vendor shall, unless otherwise expressly waived by the ICSI, for each day of the delay after a grace period of two days to be counted from the specified date, pay to the ICSI, a sum calculated at the rate of 1% per day of the amount of invoice raised by the vendor relating to the month of delay as liquidated and ascertained damages. In such a case, the ICSI may, at its option, deduct such sum from any monies due or that may become due to the under the contract. Apart from the above, the vendor shall also bear the entire cost of printing and penalties, if any, levied by the Postal Department and shall ensure delivery of the Journal to all the persons mentioned in the Mailing List at its expense at the earliest.*
    ii. *If any type of printing error or binding error or usage of low quality of raw material such as paper, ink etc. is found in the final printed Journals, ICSI may impose penalty. The amount of penalty will be decided by ICSI.*
    iii. *At the time of signing the Agreement, the vendor has to accept the schedule of printing and dispatches etc. which will be given by the Institute. In case of any delay, except on the part of the ICSI, the vendor shall be responsible for any delay on its part including an outsourced agency, if appointed by the vendor, may attract penalty as mentioned at clause no. 21(i) above.*
    iv. *ICSI may depute its official/s or any external auditor for 'on-the-spot' inspection during execution of the order or anytime at the premises of the vendor for which all cooperation shall be extended by them and in case of less number of copies reported by the auditor, any payment made in extra shall*

be returned by the vendor on demand or the same may be recovered by the ICSI from any amount due and payable to the vendor. Further, ICSI may also impose suitable penalty. This is without prejudice to any other legal remedy available to ICSI against the vendor which includes invocation of Bank Guarantee/ forfeiture of Security Deposit

v. *Printed dummy/sample copies of the Journal should be 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 vendor, with the bid). If the paper used for printing of any issue of the Chartered Secretary Journal, is not in commensuration of the paper specification, as mentioned in the contract, the variation of the paper in terms of GSM, quality and other details, will attract penalty. In case of deviation of GSM is higher than the prescribed limits by 2%, penalty shall be imposed on the total value of the invoice pertaining to the relevant print order, in which the deviation has occurred. The penalty will be maximum 10% of the total value of the invoice, where the variation has occurred.*

22. *ICSI may depute its official/s or any external auditor for 'on-the-spot' inspection during execution of the order or anytime at the premises of the vendor for which all cooperation shall be extended by them and in case of less number of copies reported by the auditor, any payment made in extra shall be returned by the vendor on demand or the same may be recovered by the ICSI from any amount due and payable to the vendor. Further, ICSI may also impose suitable penalty. This is without prejudice to any other legal remedy available to ICSI against the vendor which includes invocation of Bank Guarantee/ forfeiture of Security Deposit.*

23. *Printed dummy/sample copies of the Journal should be 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 vendor, with the bid). If the paper used for printing of any issue of the Chartered Secretary Journal, is not in commensuration of the paper specification, as mentioned in the contract, the variation of the paper in terms of GSM, quality and other details, will attract penalty. In case of deviation of GSM is higher than the prescribed limits by 2%, penalty shall be imposed on the total value of the invoice pertaining to the relevant print order, in which the deviation has occurred. The penalty will be maximum 10% of the total value of the invoice, where the variation has occurred.*

24. *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.*

25. *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.*

26. *In case of non-compliance by the bidder, of any of the terms and conditions as stated in the tender documents / Service Level Agreement (SLA) or if the Bidder withdraws or amends, impairs or derogates from the tender / Service Level Agreement (SLA) in any respect within the period of validity of the tender / Service Level Agreement (SLA) or bidder fails to execute the work as per the Tender/Work Order or fails to deliver the satisfactory performance during the period of contract, or fails to execute agreed Service Level Agreement (SLA), ICSI shall have the right to invoke the said Bank Guarantee and to forfeit the security deposit / earnest money deposit and such decision of the ICSI shall be final.*
27. *Considering corona pandemic, the vendor will have to take reasonable steps regarding maintaining social distancing, health and sanitization SOP/guideline issued by MOHFW by the Govt. or ICSI from time to time while execution of the work awarded through this contract.*

28. *Vendor shall have to arrange insurance cover for the publication for any untoward loss, at its own cost risk and liability.*

29. ***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.*

30. ***Intellectual Property Rights:*** *Chartered Secretary Publication is an Intellectual Property of the Institute. Copyright and any other intellectual property right shall vest with ICSI only. Editorial rights are also vested with the Institute. The vendor 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 vendor is liable for civil and criminal actions and liable to pay damages as determined by the Institute. The vendor shall not edit, copy, reproduce re-print, assign, transfer to any third party, and / or use the material for itself or for any purpose, from the date of execution of the contract and after the completion of the contract. ICSI has intellectual property rights over its trade names, corporate signs, logos, software, proprietary information and know-how which the vendor may come across through this Contract. The vendor shall recognize ICSI's intellectual property rights for all purposes. Nothing in this Agreement shall confer on vendor any right or title in the intellectual property of ICSI.*

31. ***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.*

32. ***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.*

33. ***Dispute Resolution:*** *Any dispute, difference, controversy or claim ("Dispute") arising between the successful bidder and ICSI hereinafter jointly to be called "parties" and singularly as "party" out of or in relation to or in connection with the agreement/contract, or the breach, termination, effect, validity, interpretation or application of this agreement/contract or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorized official of the parties.*

34. ***Arbitration:*** *If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall be referred to the Arbitration process. In the event of any dispute arising between ICSI and the vendor in any matter covered/ touched by this contract or arising directly or indirectly there from or connected or concerned with the said contract, the matter shall be referred to the sole arbitrator appointed by the mutual consent of both the parties. The decision / award of the Arbitrator shall be final and binding on the parties. Cost of Arbitration will be shared equally by the parties.*
    - i. *The place of the arbitration shall be at the ICSI, 22, Institutional Area, Lodi Road, New Delhi.*
    - ii. *The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.*
    - iii. *The proceedings of arbitration shall be in English language.*
    - iv. *The parties are not entitled to approach any court of law without resorting to arbitration approach.*
    - v. *The decision / award of the arbitrator shall be final and binding on parties to the arbitration proceedings.*

35. ***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.*

36. ***Right to Blacklist:*** *ICSI reserves the right to blacklist a party / bidder for a suitable period in case such party / bidder*
    - ***i.*** *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).*
    - ***ii.*** *Giving false, misleading or fake information/ document in the bid;*
    - ***iii.*** *Withdrawing the bid after opening of the Financial bids;*

iv. Refusal to accept Work Order at the quoted prices;
v. Failure to supply goods of the ordered quantity/ quality/ specifications at the agreed rates within the time schedule;
vi. Adoption of any unethical or illegal practices;
vii. Any other justified reason.

37. Confidentiality:

i. The bidder(s)/ vendor shall not use or disclose any Confidential Information of the Institute except as specifically contemplated herein. For purposes of this tender / contract "Confidential Information" means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

ii. The successful bidder acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to ICSI will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The successful bidder agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to ICSI in divulging the information by the employees of the successful bidder, the ICSI shall be indemnified. The successful bidder agrees to maintain the confidentiality of the ICSI's information after the termination of the contract also. The successful bidder will treat as confidential all data and information about the ICSI /Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

***38. Blacklisting:** Notwithstanding any other remedy, The ICSI may by notice in writing blacklist the Service Provider for suitable period in case Service Provider fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Service Provider or by its staff or agent or in case there are more than three (3) penalties on the Service Provider in any month.*

***39. Sub-Contracting:** The successful bidder will not assign or transfer and sub-contract its interest / obligations under this contract to any other concern / individual without the prior written consent of the ICSI.*

***40. Statutory Compliance:** The successful bidder will be required to comply with all statutory obligations from time to time applicable to this contract.*

41. Force Majeure

i. For the purpose of this Article, Force "Majeure" means any cause, which is beyond the successful bidder control or that of the Institute, as the case may be, which both could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the order, such as:-

- *War / hostilities*
- *Riot or civil commotion*
- *Earthquake, Flood, Fire, Tempest, Epidemics, Pandemic, Lightning or other natural physical Disaster, Quarantine restricts and Freight embargoes*
- *Restrictions imposed by the Government or other statutory bodies, which is beyond the successful bidder control or of the Institute, which prevent or delay the execution of the order either by the successful bidder or by the Institute.*

ii. If a Force Majeure situation arises, the successful bidder are required to promptly notify ICSI in writing of such condition and the cause thereof within a period of three (3) days from the date of *happening of such an event requiring invocation of this force majeure article. Unless otherwise directed by the ICSI in writing, the successful bidder will continue to perform its obligations under this order as far as is reasonably practical and shall seek all reasonable alternative means for performances of this order.*

42. ***Indemnity Clause:*** *The Service Provider will indemnify ICSI against all statutory liabilities present and future arising out of this contract. In the event of violation of any contractual or statutory obligations, the successful bidder will be fully and solely responsible for the same. Further, in the event of any action, claim, damages, suit initiated against ICSI by any individual, law enforcement agency or government authority due to acts and omissions, the successful bidder will be liable to make good/compensate such claims or damages to the ICSI. As a result of the successful bidder action, inaction or any omissions, if ICSI is required to pay any damages to any individual, law enforcement agency or government authority, the successful bidder would be required to reimburse to ICSI such amount with other expenses incurred by ICSI or ICSI reserves the right to recover but not limited to such amount from the payment(s) due to the successful bidder while settling its bills or from the amount of security deposit lying with ICSI. However, ICSI reserves its right to take legal recourse as permitted under law of the land. In case of any damage caused to the institution due to negligence, carelessness or inefficiency of staff of the vendor, the vendor shall be responsible to make good the loss. The ICSI shall have right to adjust the damage / loss suffered by it from the security deposit or / and to charge penalty as decided by the Institute. Decision of the ICSI in this respect shall be final & binding on the vendor.*

43. ***Compensation:*** *In case of any damage or loss caused to the Institute due to breach of term or condition of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct or deficiency of Service Provider or its staff, the bidder(s)/vendor shall be liable to compensate the loss cause to ICSI and to pay damages. The Institute shall have right to adjust the damage / loss suffered by it from the security deposit / earnest money deposit / bank guarantee and / or to charge penalty as decided by the Institute. Decision of the Institute in this respect shall be final & binding.*

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

    Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall be continued by the empanelled vendor(s) during the period of the termination notice and the same must be satisfied/completed before this agreement/contract is terminated. The ICSI may also put in place any other agency for carrying out the remaining work and expenditure incurred on same shall be recovered from the empanelled vendor(s). The Service Provider shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have been derived from the performance of this agreement in full, but which he did not derive in consequences of the full performance of this agreement not having been carried out, nor shall he have any claim for compensation / damage for the loss suffered by him by reason of termination of agreement by the ICSI. No claim for interest will be entertained by ICSI with respect to any moneys or balances, which may be in its hands owing to a dispute between the ICSI and the Service Provider.

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