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

<table>
<thead>
<tr>
<th>Important Date &amp; Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of Tender</td>
<td>Rs. 500/-</td>
</tr>
<tr>
<td>Earnest Money Deposit</td>
<td>Rs. 4,00,000/-</td>
</tr>
<tr>
<td>EOI Publish Date</td>
<td>March 23, 2016</td>
</tr>
<tr>
<td>Last date and time for Sending Pre-Bid Queries in writing</td>
<td>March 28, 2016 by 5:00 pm</td>
</tr>
<tr>
<td>Pre-Bid Meeting date, time &amp; venue</td>
<td>March 29, 2016 at 2:00 pm</td>
</tr>
<tr>
<td></td>
<td>Venue: ICSI House, 22, Lodi Road, New Delhi 110003</td>
</tr>
<tr>
<td>Bid Validity</td>
<td>90 days from the date of submission of bids</td>
</tr>
<tr>
<td>Last Date of Submission of Bids</td>
<td>April 14, 2016 by 3:00 pm</td>
</tr>
<tr>
<td>Address for submission of Bids</td>
<td>The Institute of Company Secretaries of India, ICSI House, 22, (3rd Floor: Tender Box), Institutional Area, Lodi Road, New Delhi-110003</td>
</tr>
<tr>
<td>Venue, Date and time of opening of Technical Bids</td>
<td>Address as above.</td>
</tr>
<tr>
<td></td>
<td>Date April 18, 2016 Time 2:30 pm</td>
</tr>
<tr>
<td>Date and time of opening of commercial bids</td>
<td>Will be intimated in due course to technically short listed bidders only</td>
</tr>
<tr>
<td>Contact details</td>
<td>Shri A K Sil, Director, ICSI, 011-45341024 Email Id: <a href="mailto:ak.sil@icsi.edu">ak.sil@icsi.edu</a></td>
</tr>
<tr>
<td>Institute Website</td>
<td><a href="http://www.icsi.edu">www.icsi.edu</a></td>
</tr>
</tbody>
</table>
THE INSTITUTE OF COMPANY SECRETARIES OF INDIA
‘ICSI HOUSE’, 22 INSTITUTIONAL AREA, LODI ROAD
NEW DELHI – 110 003

TENDER DOCUMENT

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

Tender No. PC: (CSJ) 2015-16

Part – A

The Institute of Company Secretaries of India herein after referred as ‘Institute’ / ‘ICSI’ is a statutory body constituted under an Act of Parliament i.e. the Company Secretaries Act, 1980. It is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India having its headquarters located at “ICSI House” 22 Institutional Area, Lodi Road, New Delhi

Sealed tenders are invited by the President, The Institute of Company Secretaries of India ("ICSI"), ICSI HOUSE, 22 Institutional Area, Lodi Road, New Delhi - 110 003 from printers in Delhi/NCR for designing, Printing and dispatch of Chartered Secretary Journal on turn-key basis as per details given in the Annexure A & B. The terms and conditions governing the instant Tender are as under:

1. The tender document may be obtained during working hours from March 23, 2016 (till 1.00 PM) on all working days on payment of Rs. 500/- (Non-refundable) from the Reception Counter of the Institute on Cash Payment or by submitting a demand draft in favour of “The Institute of Company Secretaries of India”, payable at New Delhi.

2. The sealed tenders are to be submitted as per prescribed format specified herein below on business letter head of the Bidder duly stamped and signed and dated on each page of Part ‘A’, ‘B’ and ‘C’ of this tender document as unconditional acceptance of the terms prescribed by the Institute. Details/supporting documents wherever applicable, if attached with the tender should be fully authenticated by the Bidder/s. No over-writings shall be accepted unless authenticated with full signature of the Bidder/s.

3. The Bidder is also required to deposit an earnest money of Rs. 4,00,000/- (Rupees Four Lakh Only) along with its bid by way of demand draft drawn in favour of the Institute of Company Secretaries of India, payable at New Delhi. The Bid not accompanied with
earnest money shall be summarily rejected. The earnest money of unsuccessful Bidders will be refunded without any interest/Bank commission/collection charges after the acceptance of the tender/award of the contract to successful bidder. The earnest money of the Successful bidder will be refunded after submission of the Security Deposit / Bank Guarantee.

4. The tender document should be submitted under two separate covers, Envelope No. 1 and 2. Envelope No. 1 is Technical bid and should contain Profile of the Bidder/printer Company in brief, Bidder's Appraisal, Technology Details, cost of tender form and other details as mentioned in 'Eligibility conditions and documents to be furnished for technical evaluation'. (Please mark the envelope as “Envelope No. 1– Technical Bid”. EMD should be put in envelope No. 1. **Commercial Bid should be put in Envelope No. 2**). The Envelope No. 1 and 2 should be super scribed with the Bidders Name and Address and sealed separately. Both the sealed envelopes bearing No. 1 and 2 are to be put in main envelop i.e. Envelope No. 3. This envelope should bear the inscription “**Tender for Outsourcing for Designing Printing and dispatch of Chartered Secretary Journal on turn-key basis**” and sent to President, The Institute of Company Secretaries of India, 22, Institutional Area, Lodi Road, New Delhi.

5. The experienced printers having turnover of **Rs. ten crores per annum** may quote their rates for designing Printing, and dispatch of Chartered Secretary Journal. While submitting the quotations, indicate the rate inclusive of all statutory levies, taxes, fee, duties, rate, charges, surcharges and cartage etc. No component of cost would be paid unless the same is included specifically in the quotations. The printers will have to submit the audited annual report of the last three financial years.

6. The printer has to ensure that while designing/ layouting 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, layouting and pagination is not complete.

7. Sealed tenders addressed by name to The President, The Institute of Company Secretaries of India shall be sent at the Institute's address as mentioned herein below alongwith Earnest Money, duly mentioning on top left hand corner of the sealed envelope “**Tender for outsourcing for designing Printing and dispatch of Chartered Secretary Journal on turn-key basis**”

Address:

The President  
The Institute of Company Secretaries of India  
ICSI House, 22, **(3rd Floor: Tender Box)**  
Institutional Area, Lodi Road  
New Delhi - 110003.

Sealed tenders must reach to the office of The President, The ICSI at the Institute’s address given above either by Registered Post/Speed Post or by dropping in the quotation box placed at 3rd floor not later than **3.00 PM on April 14, 2016**. The INSTITUTE shall not be liable for any postal delays what so ever and tender received after the stipulated date and time shall not be entertained

8. 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.

9. The ICSI may at any time during the tendering process but before opening the technical/commercial bid request the Bidders to submit revised Technical / Commercial Bids and/or Supplementary Commercial Bids, in case of change in Scope of Work, without thereby incurring any liability to the affected Bidder or Bidders.

10. Incomplete bids shall be rejected out rightly. No alterations, amendments or modifications shall be made by the Bidder in the tender documents and if any such alterations are made or any special condition is attached, the bid is liable to be rejected at the discretion of the ICSI without reference to the bidder. Please note that all the information as desired needs to be provided. Incomplete information may lead to rejection of Bid.

11. 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.

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 and the bidder shall execute the work at the specified rates without any extra charges or compensation within the stipulated period.

13. 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.

14. 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.

15. The technical & Infrastructure bids of the Bidders will be opened on April 18, 2015 at 2:30 pm in the Institute’s Head Quarter at 22, Institutional Area, Lodi Road, New Delhi in the presence of the representatives of the bidders, who wish to be present on the scheduled date and time. No separate intimation will be sent to the bidders regarding opening of the technical bids. In the event of due date being a closed holiday or declared Holiday for Government offices, the due date for opening of the bids will be the following working day at the appointed date, time and venue.

16. Mandatory Requirements

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

<table>
<thead>
<tr>
<th>S. No</th>
<th>Eligibility Criteria</th>
<th>Documents to be Submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Turnover of Rs. ten crores per annum</td>
<td>Audited annual report of</td>
</tr>
</tbody>
</table>
2. Location of Printing Press and Liaisoning Office  
   Copy of the address proof

3. Web Heat Set Printing Machine  
   Physical Verification

4. Printers should have the experience of printing journals/magazines.  
   Copy of printed journals/magazines

5. License for concessional posting is in Delhi in case the printer wants to dispatch the journals under concessional posting from any place outside Delhi  
   An undertaking in this regard from the Authorised Signatory.

6. Printer is aware of the papers to be submitted to the Office of the Commissioner Police (licensing) in Delhi and the Office of the RNI for name change.  
   An undertaking in this regard from the Authorised Signatory

17. **Technical and infrastructure bids Evaluation Criteria:**

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

### Technical /Infrastructural Evaluation Criteria

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Proficiency Criteria</th>
<th>Maximum Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Printer having Printing Press and Liaisoning office in Delhi/ NCR.</td>
<td>30</td>
</tr>
<tr>
<td>2</td>
<td>Web Heat Set Printing Machine</td>
<td>10</td>
</tr>
<tr>
<td>3</td>
<td>Evaluation of bidder’s infrastructure, technical expertise, experience in the relevant fields and turnover in preceding three years will be done through the information/documents provided as a part of the technical and infrastructure bids.</td>
<td>10</td>
</tr>
<tr>
<td>4</td>
<td>Past Work experience of designing, lay outing and printing journals/magazines will be done through the information=documentary proofs such as client’s certificate provided by the printers as a part of the technical and infrastructure bids and through client’s site visit and interaction with its officials.</td>
<td>40</td>
</tr>
<tr>
<td>5</td>
<td>Whether printer is aware of the papers to be submitted to the Office of Commissioner of Police (licensing) in Delhi and the Office of the RNI for name change and if so to provide the set of papers for submission once selected for the job.</td>
<td>5</td>
</tr>
<tr>
<td>6</td>
<td>License for concessional posting is in Delhi in case the printer wants to dispatch the journals under concessional posting from any place outside Delhi necessary arrangements be made by the printer for the dispatch including change in the licence for concessional posting and till such time the new licence is obtained, it would be the responsibility of the printer to take care of the dispatch by any other approved mode with no extra cost on the Institute excepting the cost for concessional posting to be borne by the Institute, with proof of dispatch to be provided by the printer to the Institute.</td>
<td>5</td>
</tr>
<tr>
<td>7</td>
<td>Total Marks</td>
<td>100</td>
</tr>
</tbody>
</table>
(a) The technical & Infrastructure bids of the Bidders will be evaluated in the line of the eligibility criteria and technical evaluation criteria as mentioned in the tender document.

(b) Minimum marks to declare a bid technically qualified and eligible for opening of commercial bid is 80.

(c) Printing press/clients visit as desired by the evaluation team of the Institute shall be organised.

(d) Based on multiple parameters, the evaluation team will calculate the technical evaluation score for each bidder at the end of this phase.

18. Commercial bids of only those Bidders will be opened who qualify in the technical and infrastructure bids evaluation process. The date, time and venue for opening the Commercial bids will be intimated to the technically qualified Bidders only.

19. Evaluation of the commercial bids of the technically qualified bidders will be done on lowest quote basis.

20. The EMD may be forfeited either in full or in part, at the discretion of ICSI on account of one or more of the following reasons:

   In the case of a successful BIDDER fails to
   (a) Accept award of work
   (b) Furnish performance security or
   (d) The BIDDER violates any of such important conditions of this tender document or indulges in any such activities as would jeopardize the interest of ICSI in timely finalization of this tender.

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

21. Security deposit / performance guarantee of Rs. 10,00,000/- (Rupees Ten Lakh Only) in the form of bank guarantee shall be submitted by the Successful Bidder with the ICSI immediately within 7 days of issue of work order to cover any loss or damage caused to or suffered by the ICSI due to acts of commission and omission by the Successful Bidder or by its employee/staff/agent or any failure on the part of Successful Bidder in fulfillment of terms and conditions of the Tender / contract/ work order. The bank guarantee should be valid up to three months beyond the expiry of contract period. The Security Deposit shall not bear any interest

22. Standard terms and condition of Work Order / Contract are under:

   **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
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.

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.”

Payment of Taxes

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

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

Indemnity

a. the Printer shall be solely liable for and shall indemnify ICSI, its officers, servants, employees and agents against all liabilities, losses, claims and expenses of any nature whatsoever arising from any personal injury or illness (including death) of any nature whatsoever and any penalty, loss, damage or destruction to any property whether real or personal where such liability arises out of or in connection with the rendering of the Services under the Work Order / Contract whether under common law, under statute or otherwise. The Printer further covenants and agrees to indemnify and keep at all times indemnified the ICSI against any loss or damage that the ICSI may sustain directly or indirectly as a result of the failure or negligence of the Printer or its employees to faithfully carry out its obligations under Work Order / Contract and further to pay for all loses, damages, costs, charges and expenses which the ICSI may reasonably incur or suffer and to indemnify and keep indemnified the ICSI in all respects.

b. The indemnifying party shall be granted immediate and complete control of any claim of indemnity and the indemnified party shall not prejudice the indemnifying party’s defence of the claim.

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

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

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

Confidentiality of Information

a. During the term of the Work Order / Contract and thereafter, any disclosure party's Confidential Information received by the receiving party, under and by virtue of the Work Order / Contract, shall be maintained in the strictest confidence and trust and shall not be disclosed to a third party without the prior written consent of the disclosing party, unless such information is required to be disclosed in pursuance of the order of a competent court, tribunal or other regulatory authority exercising valid jurisdiction, in which case the party required to make the disclosure shall promptly notify the other Party in writing of such disclosure. For purposes of this agreement "Confidential Information" means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and / or (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

b. Any software / hardware material, product specifications, financial information, documents covered under Work Order / Contract shall be confidential information and deemed to be in private domain and it shall not be made public or shared with any other party without the prior written consent of the ICSI.

c. Provided that upon the expiration, cancellation, or termination of Work Order / Contract, each party shall, upon the written request of the other party, return or destroy, to the satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.

Genuine Software

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

Blacklisting

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

Governing Law

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

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

Independent Contract & Relationship between the Parties

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

Non-Exclusive Agreement

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

Complete / Entire Agreement:

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

Non Waiver:

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

Severability

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

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

**Notices & Notifications:**

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

**Alteration and Modification**

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

**Jurisdiction of Courts:**

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

23. In case of any Default / Non-performance as per the schedules indicated for printing, delay penalties would be imposed by the Institute. Time adherence to schedules to be notified by the Institute in printing/binding and strict quality control will be the essence of the transaction. Daily penalty @ 1% per day of the total bill amount of that month, in the schedules prescribed shall be imposed by the Institute for default on the part of the printer to adhere to the schedule/s notified. Similarly poor quality of printing including printing errors, poor printing/binding/missing pages/certain section carrying unprinted pages, poor reproduction of photos shall also make the printer liable for QUALITY CUT penalty @ 2% of the total bill amount of that month. The penalty shall be imposed at the discretion of the Institute.

24. Whether printer is aware of the papers to be submitted to the Office of Commissioner of Police (licensing) in Delhi and the Office of the RNI for name change and if so to provide the set of papers for submission once selected for the job.

25. License for concessional posting is in Delhi in case the printer wants to dispatch the journals under concessional posting from any place outside Delhi, necessary arrangements be made by the printer for the dispatch including change in the license for concessional posting and till such time the new license is obtained, it would be the responsibility of the printer to take care of the dispatch by any other approved mode with no extra cost on the Institute excepting the cost for concessional posting to be borne by the Institute, with proof of dispatch to be provided by the printer to the Institute.

26. The cost of the pictures for text and cover will have to be borne by the printer itself. The printer will provide every month five/six options of cover for approval of the competent authority. The printer shall ensure that the photos for text and cover does not violate the legal rights of the owner of such pictures and that the printer shall keep indemnified the Institute in case of any such violation of the legal rights of the owner(s) of such pictures.
27. To enhance the quality of photos to be printed in the Journal especially the photos relating to the ICSI events, the printer should ensure photo correction at its end for superior print output of the photos.

28. The printer should be ready to accept material for printing in the journal up to 7th night of the month for which the journal will have to be printed. The posting date being 10th and 11th, the printer will have to make ready all the copies for dispatch on these dates. Where there is delay in dispatch of the journal the same will be informed to the printer well in advance and in that case the date of acceptance of material for including in the journal for printing by the printer should also be extended, but in no case the printer shall be given time less than two days for printing and dispatch of the Journal.

29. The specifications of the paper to be used along with the sample of paper, brand name and rates are to be specifically mentioned as per the requirement of the Institute stated in Annexure B and the infrastructure available with the parties be specified in Annexure A.

30. The contract shall be for a period of two years. However, the ICSI at its sole discretion may extend the Contact on mutually agreed terms & conditions. The Printer shall have no right to claim extension of contract.

31. The contract/work order can be terminated by either party by giving two months clear notice in writing.

32. ICSI without prejudice to any other remedy, reserves the right to terminate the contract/work order in whole or in part by giving one (1) month notice in writing in case Printer fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Printer or by its staff or agent.

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

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

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

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

35. Payment terms will be 45 days from the date of receipt of the bill in the Institute along with the receipt challan in original supplied containing full details/specifications of the
Chartered Secretary Journal supplied. The payment would be released through banking channels (RTGS / NEFT).

36. It is expressly made clear to the Bidders that the its employees, staff, agents, representatives etc. or by any other person directly or indirectly employed by him shall not be employee / officer of the ICSI for any purpose and in no case, there will be any relationship of Employer & Employee, implicitly or explicitly between ICSI and Bidder or its employees, staff, agents, representatives etc. or by any other person directly or indirectly employed by him. None of such person of the Bidder shall have any right to claim anything against the ICSI.

37. 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.

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

39. After printing the Chartered Secretary Journal every month, the Printer shall necessarily make available the complete matter of each issue on a monthly basis in a CD for putting the same on the Institute’s website on the next day.

40. For any details/clarifications, Shri A K Sil, Director (Publications) on telephone No. 011 - 45340124, may be contacted.

(Dr. Sanjay Pandey)  
Joint Secretary

Date: March 23, 2016
ANNEXURE – A

Tender No. PC: (CSJ) 2016-17  March 23, 2016

PART – “B” TECHNICAL / INFRASTRUCTURAL BID

1) (a) NAME OF PRINTING PRESS & 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 /
   PARTNERSHIP / PROPRIETORSHIP /
   ANY OTHER (ATTACH DOCUMENTARY
   EVIDENCE))

5) COMPOSITION OF DIRECTORS /PARTNERS ETC.

6) INCOME TAX REGN. NO.

   (ATTACH DOCUMENTARY EVIDENCE)

7) SALES TAX REGN. NO. / WC Regn. NO.

   (ATTACH DOCUMENTARY EVIDENCE)

8) INFRASTRUCTURE AVAILABLE

   (PLEASE INDICATE NO. & TYPE OF MACHINE & MANPOWER DEPLOYED
   AGAINST EACH)

<table>
<thead>
<tr>
<th>SECTION</th>
<th>NO. OF MACHINE</th>
<th>TYPE SPECIFICATIONS / MANPOWER DEPLOYED</th>
</tr>
</thead>
<tbody>
<tr>
<td>LASER / DTP TYPESETTING</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CAMERA SECTION</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PLATE MAKING</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRINTING (Web (Heat set))</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FOLDING</td>
<td></td>
<td></td>
</tr>
<tr>
<td>BINDING (perfect)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DESPATCH</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

9) TOTAL AREA OF PLANT : 

10) NUMBER OF MAGAZINES BEING DONE :

    FOR ORGANISATIONS – PLEASE SPECIFY (IN DETAILS) ORGANISATION /
    NAME OF MAGAZINE / PRINT RUN / PERIODICITY / CONTACT OFFICIAL
    WITH TEL. NO. (PLEASE ATTACH SEPARATE SHEET, IF NECESSARY)


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

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

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Unit of measurement</th>
<th>Unit Rate (in Rs.)</th>
<th>Total (in Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Designing/Layout/Digital Printing</td>
<td>Rate per page</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CT Plate making</td>
<td>Rate per plate of 8 pages or part thereof</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All pages in 4 colour printing (Text &amp; Cover)</td>
<td>Rate per form of 8 pages or part thereof</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printing</td>
<td>Rate per copy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lamination of Cover I &amp; IV</td>
<td>Rate per copy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost of polythene envelope as per India Post approved specification</td>
<td>Rate per envelope</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inserting in polythene envelope for dispatch of the Journal</td>
<td>Rate per copy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td>Rate per copy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postal Charges original as per concessional rates of posting – bill raised by India Post (Not a part of the tender process)</td>
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</tr>
<tr>
<td>Other cost if any (Please specify)</td>
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<tr>
<td>Paper Cost (Text for 144 pages)</td>
<td></td>
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<tr>
<td>Paper Cost (Cover)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per Copy Cost</td>
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<td></td>
</tr>
</tbody>
</table>

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.

Date: [Name and Signature of Bidder with Corporate Seal and Mobile No.]