

**Expression of Interest (EOI)
For
Creating, Publishing, Marketing and Circulating
monthly Journal on Insolvency and Bankruptcy Code, 2016**

Important Dates & Information		
	Cost of Tender	Rs. 500/-
	Earnest Money Deposit	Rs. 50,000/-
1.	EOI Publish Date	September 01, 2017
2.	Last date and time for sending Pre-Bid queries in writing	September 06, 2017
3.	Pre-Bid Meeting date, time & venue	Date: September 08, 2017 Time: 01:30 P.M Venue: Fourth Floor, ICSI House, 22, Lodi Road, New Delhi 110003
4.	Bid Validity	60 days from the last date of submission of bids
5.	Last Date of Submission of Bids	September 11, 2017
6.	Address for submission of Bids	ICSI Insolvency Professionals Agency, ICSI House, 22, (4 th Floor: Tender Box), Institutional Area, Lodhi Road, New Delhi-110003
7.	Venue, Date and Time of opening of Technical Bids.	Venue as above. Date: September 13, 2017 Time: 11:00 A.M
8.	Date and time of opening of Commercial Bids.	Will be intimated in due course to technically short listed bidders only
9.	Contact details	Ms. Gaganpreet Kaur (Senior Consultant, ICSI IPA) D:011- 45341033 Email Id: gaganpreet.kaur@icsi.edu
10.	Company Website	www.icsiipa.com

Statement of Confidentiality

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

1. INTRODUCTION:

ICSI IPA is a section 8 company, registered under the Companies Act, 2013. It is a wholly owned subsidiary of the Institute of Company Secretaries of India (ICSI). ICSI IPA is registered as an Insolvency Professional Agency with the Insolvency and Bankruptcy Board of India (IBBI) and has its registered office at First Floor, ICSI House, 22 Institutional Area, Lodhi Road, New Delhi-110003.

ICSI IPA invites **Expression of Interest (EOI)** from bidders for creating, publishing, marketing and circulating a monthly Journal on the Insolvency and Bankruptcy Code, 2016 ("Code"), Regulations, Rules, Notifications, Orders, Circulars notified thereunder and also comprising Articles, Editorials etc. in a comprehensive manner.

Sealed EOI are invited by ICSI IPA for **"Creating, publishing, marketing and circulating a monthly Journal on Insolvency and Bankruptcy Code, 2016"**. The terms and conditions governing the EOI are as under:

1. The EOI document can be downloaded from the website of the ICSI IPA (www.icsiipa.com).
2. EOI should be submitted in **two separate sealed covers**. First cover containing, **"TECHNICAL BID"**, should provide only technical details as per the requirements in this EOI along with literature, pamphlets, drawing etc. Second cover containing, **"COMMERCIAL BID"** should provide only the price. **Both the covers should first be sealed separately**, and then kept **in a single sealed bigger envelope**.
3. The sealed EOI is to be submitted in prescribed format on the Bidder's letter head duly stamped, dated and signed on each page by the authorised representative of the Bidder as an unconditional acceptance to the terms prescribed by ICSI IPA therein. Details/supporting documents wherever applicable, if attached with the bid should be fully authenticated by the Bidder(s).

The sealed EOI duly superscribed, **"EOI for creating, publishing, marketing and circulating a monthly Journal on Insolvency and Bankruptcy Code, 2016"**, should be addressed by name to the Chief Executive Officer (CEO), ICSI IPA and be sent at the address given below, either by registered post/speed post/or by dropping in the tender box placed at the first floor of the below address. The sealed EOI should reach on or before September 11, 2017 by 3:00 PM

Address:

CS Alka Kapoor
Chief Executive Officer (Designate)
ICSI Insolvency Professionals Agency
ICSI House, (Fourth Floor: Tender Box)
22, Institutional Area, Lodhi Road
New Delhi-110003

ICSI IPA will not be responsible for any postal delays. Application through e-mail or any other mode other than specified herein above is not valid. ICSI IPA reserves the right to accept or reject any or all the applications without assigning any reasons, whatsoever.

Date: September 1, 2017

CS Alka Kapoor
Chief Executive Officer
(Designate)

2. SCOPE OF SERVICES

Recognizing the need to keep the Professional Members of **ICSI IPA (Company)** updated with the Code, Rules, Notifications, Orders, Amendments and Circulars, promulgated thereunder, the Company invites Expression of Interest for creating, publishing, marketing and circulating a monthly Journal on the Code as per the following terms and conditions:

- i.** The Journal should be registered with the Registrar of Newspapers for India.
- ii.** The periodicity of the Journal shall be monthly and shall be circulated in the first week of the following month every month. The Applicant Bidder will follow the timelines as prescribed by the Company for printing and circulating the Journal after seeking approval on the content from the Company. After giving the final print order, the Bidder/Applicant should print and supply the copies within 3 days.
- iii.** 750 printed copies of each issue of the Journal shall be printed and circulated each month to the desired interest groups (including but not limited to Colleges, Ministry Officials, Banks etc) by the Applicant/Bidder. Complete database of these institutions shall also be arranged by the Bidder/Applicant.
- iv.** The content of the journal shall be provided by the Applicant and shall be approved in writing by the Company before the same is made part of the Journal.
- v.** The Journal shall have a page dedicated for the message of the President, ICSI, the CEO, ICSI IPA and the Chairman, Governing Board, ICSI IPA.
- vi.** Each Journal shall contain 100 pages with a variation of 10% and a cut size of 21 centimeters by 26.5 centimeters.
- vii.** The cover shall be in four colours while the inner text shall be in single colour.
- viii.** The cover would prominently highlight - an initiative by the ICSI IPA along with its logo.
- ix.** The Journal shall be published exclusively for ICSI IPA with its exclusive logo on the cover page.
- x.** Atleast 30 number of dedicated pages of ICSI IPA shall also be incorporated in the Journal.
- xi.** The Journal shall include Articles, Case Laws, Legislations, Notifications, Circulars and Editorials. However, the list is not exhaustive and the Applicant is obliged to include any other content as the Company may advice.
- xii.** The content for the Journal shall be finalised in consultation with ICSI IPA.
- xiii.** All the work relating to assimilation, identification of content, preparation of head notes of cases, composing, proof-reading, editing, printing, binding, marketing, posting etc. shall be the sole responsibility of the Bidder/Applicant. It is made clear that the Applicant shall be solely responsible for the dispatch of the Journal to the desired interest groups. The Applicant shall facilitate physical verification of the dispatch of the Journal to the requisite interest groups to the personnel of the Company appointed to carry out such verification.
- xiv.** ICSI IPA shall be free to provide the names of people for the editorial board.
- xv.** The Bidder shall also provide the soft copy of the Journal to the Company.
- xvi.** An electronic library interface on the website of ICSI IPA shall be created wherein all the issues of the Journal would be stacked.
- xvii.** All formalities relating to registration and verification etc. with Registrar of Newspapers for India shall be performed by the Bidder.
- xviii.** The Bidder shall create awareness of the Journal amongst professionals, corporates, law firms, taxation firms, management consultancy firms, investment consultancy

firms, educational and academic institutions, colleges, banks, universities and to any other organizations as may be decided by ICSI IPA from time to time which would include sending specimen copies of the Journal.

- xix.** The arrangement shall be for an initial period of 1 year and will be reviewed thereafter by ICSI IPA.
- xx.** The Bidder shall provide support services in such a manner that availability of the monthly Journal will be adequate.
- xxi.** Payment shall be released to the Bidder on a monthly basis within 30 (thirty) days of submission of invoice to the Company. However, delay on account of any dispute, unforeseen circumstances or situations beyond control of ICSI IPA shall not fall in the aforesaid time limit.
- xxii.** The Company reserves the right to enter into a similar arrangement with any other party it deems fit.
- xxiii.** A suitable place for suggestion /feedback shall be earmarked on the last page of the Journal.
- xxiv.** The Bidder/Applicant shall also provide any other facility or utility which the Bidder/ICSI IPA considers necessary for making the service/product user friendly.

3. ELIGIBILITY CRITERIA

- i.** The Bidder/Applicant shall be a company incorporated, registered under the Companies Act, 2013 or any previous company law, or by a competent authority in case of a foreign Bidder/Applicant companies or Limited Liability Partnership registered under the LLP Act, 2012, or a registered Partnership Firm or a Proprietorship concern.
- ii.** The Bidder/Applicant must not have been declared bankrupt / insolvent or should not have filed for bankruptcy / insolvency in the past five years or in the process of being declared bankrupt / insolvent before any designated authority in any country.
- iii.** The Bidder/Applicant shall have a minimum audited annual turnover of **INR 10 lakhs** or equivalent each year during last 3 financial years.
- iv.** Bidder/Applicant shall have executed similar Publishing projects for a reputed Institute/organization with at **least 1 implementation in the past.**
- v.** The Bidder/Applicant should not have been black-listed by central/ state governments/ PSUs.
- vi.** Experience & turnover of 100% owned subsidiaries can be considered for the purpose of eligibility conditions. However, subsidiary is not allowed to claim experience & turnover of its holding/ parent company.
- vii.** The Bidder/Applicant should possess PAN and GSTIN and furnish the details of the same to ICSI IPA.

4. DOCUMENTS ESTABLISHING BIDDER/APPLICANT'S ELIGIBILITY:

The following documents are required to be submitted along with the EOI. Non-submission of any documents or submission of incomplete, misleading or false information may render the bidder liable for summarily rejection or cancellation of its EOI.

1. Certified copy of Certificate of Incorporation from Registrar of Companies or constitution document from competent authority in case of foreign companies signed by the Company Secretary / authorized signatory of the Bidder/Applicant Company.
2. Certified copy of Articles of Association and Memorandum of Association/ LLP agreement/ Bye Laws & Rules of the Bidder/Applicant.
3. Certified Copy of latest audited Annual Financial Statements of the Company for last three financial years, i.e. Year 2014-15, 2015-16 and 2016-17 (if audited is not available for this period then unaudited may be submitted).
4. Details of Authorized Signatory including attestation of the signatures of the Authorized Signatory by the Bidder's/Applicant's bankers.
5. Certificate regarding Bidder/Applicant Company/ LLP/ Firm not being bankrupt/ insolvent from Statutory Auditor/ Company Secretary of Bidder Company.
6. List of Directors/ managing Partners / Proprietor with their address(es), contact telephone numbers, email id, DIN, DIPN etc.

5. EVALUATION OF TECHNICAL PROPOSALS

- a. Proposals which are not supported by adequate proof / Supplementary documents will not be evaluated.
- b. ICSI IPA shall evaluate the Technical Proposals only for those bidders who satisfy the eligibility criteria. The Technical proposals which are unsigned and incomplete shall not be evaluated. The technical proposals will be evaluated on the basis of their responses; evaluations will be based on documentary evidence submitted by the bidder with respect to selection criteria. A Proposal shall be rejected at this stage, if it does not respond to important aspects of the EOI.
- c. During the process of evaluation of the technical proposal, the bidder might be required to make presentation on its Proposal covering Experience/Technical Proposal including Understanding about the project, Implementation Methodology, Team Composition, Work Schedule, and Activity Schedule, arrange client interactions / visits. In case presentation is required, the date and time of the presentation / interactions will be intimated individually.

6. PUBLIC OPENING AND EVALUATION OF FINANCIAL PROPOSALS

- a. After the technical evaluation is completed, the bidders who qualify in the Technical Proposal Evaluation shall be informed in writing about the time and location for opening the Commercial Proposals. Bidder's attendance at the opening of Commercial Proposals is optional but it shall be recorded and signed by all present.
- b. Commercial Proposals shall be opened publicly in the presence of the bidder's representative(s) who choose to attend. The name of the bidders whose technical proposal is found responsive (i.e. identified bench mark) shall be read out. These Commercial Proposals of the bidders qualifying in Technical Proposal shall be then opened, and the prices read aloud and recorded.
- c. Prices shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding.
- d. Any discrepancy relating to prices quoted in the offer across different sections of the bid, only prices given in the prescribed format given in this EOI shall prevail.

7. AWARD OF CONTRACT

Award of Contract will be based on Evaluation of the commercial bids of the technically qualified bidders on lowest quote basis/merit. However, Company 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 IPA shall be final and bear no liability on it, whatsoever, consequent upon such decisions.

8. GENERAL CONDITIONS

- i. The Bidder/Applicant must be a reputed service provider.
- ii. All the pages should have page no. and authenticated by authorized person of the Bidder/Applicant.
- iii. The Company will then establish shortlisted bidders/Applicants and invite interested bidders figuring on this list to participate in further discussion about the project in due course.
- iv. The Bidders/Applicants are advised to study the requirements of the Company in details before submitting their application/bid and the presentation. The Bidders/Applicants may also submit the commercial formats on the basis of which they wish to take up the job.
- v. **AMENDMENT OF EOI DOCUMENTS**
 - a) At any time, prior to the date of submission of bids, Company may, for any reason, at its own initiative modify EOI document by amendments.
 - b) The amendments shall be notified on Company's web site, i.e. at <https://www.icsiipa.com> and these amendments will be binding on all the Bidders/Applicants.
 - c) In order to afford prospective Bidders/Applicants a reasonable time to take the amendment into account in preparing their bids, Company, at its discretion, may extend the deadline for the submission of bids suitably.

- vi. Bid shall remain valid for 30 days from the date of opening of bids. A bid valid for a shorter period shall be rejected.
- vii. The last date for receipt of sealed EOI in ICSI IPA is September 11, 2017 by 3:00 p.m. and the date and time for opening of technical bids is September 13, 2017, 11:00 am. No separate communication will be issued in this regard. Bids will be opened in the presence of the intending Bidders/Applicants or their authorized representatives, who wish to be present. In the event of due date being a closed holiday or declared Holiday for Central Government offices, the due date for opening of the EOI will be the following working day at the appointed date, time & venue.

viii. Site for delivery of services are as under:

**ICSI Insolvency Professionals Agency,
Fourth Floor, 22 Institutional Area, Lodhi Road,
New Delhi- 110003**

- ix. The Bidders/Applicants shall be invited for a presentation of their solution subsequently.
- x. Company 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, the Company may reject the candidature of the bidder without assigning any reason and decision of the Company shall be final. In such case(s) the Commercial Bid shall not be opened for that particular bidder.
- xi. The Commercial Bid of only those parties who qualify in the technical scrutiny shall be opened and time and date for opening the Commercial Bid shall be communicated separately.
- xii. Submission of Proposal/Bid by way of e-mail or any other mode other than given herein before shall not be acceptable.
- xiii. Company reserves the right of accepting the EOI in whole or in part without assigning any reason and such decision shall be final. The part acceptance of the EOI shall not violate the terms and conditions of the contract and the bidder shall execute the work at the specified rates without any extra charges or compensation within the stipulated period.
- xiv. The acceptance of EOI shall rest with the Company. ICSI IPA does not bind itself to accept the lowest bidder and reserves to itself the right to reject any or all the bids received without assigning any reason(s) whatsoever and any notice to Bidder. Non acceptance of any bid shall not make the ICSI IPA liable for compensation or damages of any kind. Company 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 IPA shall be final and bear no liability on it, whatsoever, consequent upon such decisions.

xv. FORCE MAJEURE

Notwithstanding anything else contained in this EOI, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control (including without limitation any delay caused by the acts of governments, acts of God, natural or social calamities, strikes, riots in any region, network failure, terrorist attack, war declared and undeclared) provided however that any delay by the supplier of the Party so delaying shall not relieve that Party from liability for delay except where such delay is beyond the reasonable control of the supplier concerned.

Subject to the party so delaying promptly notifying the other party in writing of the reasons for the delay (and the likely duration of the delay), the performance of such party's obligations shall be suspended during the period that the online circumstances persist and such party shall be granted an extension of time for performance equal to the period of the delay. Save where such delay is caused by the act or omission of the other party (in which event the rights, remedies and liabilities of the parties shall be those conferred and imposed by the other terms of this EOI and by law).

xvi. CONFIDENTIALITY

Bidder / Applicant shall not use or disclose any Confidential Information of the ICSI IPA except as specifically contemplated herein. For purposes of this EOI "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; (ii) trade secrets; (iii) intellectual property and (iv) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

xvii. ARBITRATION

In case of any dispute, difference, claim and demands arising under or pursuant to or touching or in relation to this EOI, the authorized official of ICSI IPA and the Bidder/Applicant shall address the same for mutual resolution, failing which the matter shall be referred for the arbitration to the sole Arbitrator to be appointed by the ICSI IPA. The Arbitration proceedings shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force. The cost of the Arbitration proceedings shall be shared equally by both the parties. The award of the sole arbitrator shall be final and binding on both the parties. The venue of such arbitration proceedings shall be at Delhi. All disputes arising out of this EOI are subject to the exclusive jurisdiction of Courts in Delhi.

xviii. For any details / clarifications, Gaganpreet Kaur, (Senior Consultant), E-mail Id: gaganpreet.kaur@icsi.edu may be contacted.

Date: September 1, 2017

**CS ALKA KAPOOR
CHIEF EXECUTIVE OFFICER
(Designate)**

PART 'A' TECHNICAL BID

S. No.	Particulars	Response
1.	Name and complete address of the Bidder	
2.	Tele/Fax/E-mail/Cell No. Of the Bidder	
3.	Details of Contact Persons authorized by the bidder/applicant to execute documents on its behalf, with ICSI IPA (Designation, Tel, E-Mail)	
4.	Details of registered office, if any along with contact person's name and Contact detail (Tel / Mobile & E-Mail)	
5.	Income-tax registration number along with documentary evidence	
6.	GST Number if registered with GSTIN	
7.	Infrastructure available (Please indicate no. & type of machine & manpower deployed against each)	
	Section	No. of machine / Type specifications / Manpower deployed
	Laser / DTP typesetting	
	Camera section	
	Plate making	
	Printing {web (heat set)}	
	Folding	
	Binding (perfect)	
	Dispatch	
8.	Details of Projects handled in Publishing	
9.	Current similar assignments in hand, if any	
10.	Turnover in last three financial years, i.e. Year 2014-2015, 2015-16 and 2016-17.	
11.	Paid up capital of the firm.	

Place:

SIGNATURE OF THE APPLICANT

Date:

NAME & DESIGNATION SEAL OF ORGANISATION

PART 'B' COMMERCIAL BID

Rates Quoted should be Net Unit Rate (Unit Price + taxes + Cartage, if any) in the INR

S. No.	Activity	Cost (Inclusive of all taxes)
1.	One Time Cost for ICSI IPA	
2.	One time Cost for the Members	
3.	Recurring Cost to ICSI-IPA	
4.	Recurring Cost to Members	
5.	Specify any other cost other than above	

Declaration

- I. The undersigned certifies he/she is authorized to obligate the represented firm and further agrees with all terms, conditions, and requirements of the ICSI IPA's EOI.
- II. We have no objection if enquiries are made about the work listed by us in the accompanying sheets / annexure.
- III. We agree that the decision of the ICSI IPA in selection process will be final and binding on us.
- IV. We confirm that we have not been barred / blacklisted / disqualified by any Regulators / Statutory Body in India and we understand that if any false information is detected at a later date, the assignment shall be cancelled at the discretion of the Company.
- V. All the information furnished by us here in above is correct to the best of our knowledge and belief.

Place:

SIGNATURE OF THE APPLICANT

Date:

NAME & DESIGNATION SEAL OF ORGANISATION