



**THE INSTITUTE OF COMPANY SECRETARIES OF INDIA**  
([www.ics.edu](http://www.ics.edu), [www.icsi.in](http://www.icsi.in))

**CORRIGENDUM**

The date for submission of Tender for Printing & Publication of ICSI Company Law Book on turn-key basis has been extended upto April 29, 2013 by 3:00 PM due to administrative reasons and date of opening the Technical Bid shall be on April 30, 2013 at 11:00 AM at ICSI-HQ.

Other terms & conditions of Tender for Printing & Publication of ICSI Company Law Book on turn-key basis dated March 25, 2013 remains the same.

The bidders may take note the above changes.

**Date: April 22, 2013**

**(P K Grover)**  
**Director (Admin. & Purchase)**

**Tender Cost – Rs. 500/-**



**THE INSTITUTE OF  
Company Secretaries of India**  
IN PURSUIT OF PROFESSIONAL EXCELLENCE  
Statutory body under an Act of Parliament

**THE INSTITUTE OF COMPANY SECRETARIES OF INDIA  
“ICSI HOUSE” 22 INSTITUTIONAL AREA LODI ROAD  
NEW DELHI-110 003**

**TENDER DOCUMENT**

**Sub: Tender for Printing & Publication of ICSI Company Law Book on  
turn-key basis**

Tender No. : PC (CLB): 2013-14

Date: March 25, 2013

**PART A**

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

Sealed tenders are invited by the Chief Executive, The Institute of Company Secretaries of India (“ICSI”), ICSI HOUSE, 22 Institutional Area, Lodi Road, New Delhi - 110 003 from publishers preferably located in Delhi/NCR and having web printing machines for printing and publishing of ICSI publication on Company Law on turn-key basis.

The tender document may be obtained during working hours from March **25, 2013 to April 04, 2013 (till 1 PM)** on all working days on cash payment of Rs. 500/- from the Reception Counter of the ICSI at “ICSI House” 22 Institutional Area, Lodi Road New Delhi-110 003 or by submitting a demand draft of same amount in favour of “The Institute of Company Secretaries of India”, payable at New Delhi. The tender document can also be downloaded from the website of the ICSI ([www.icsi.edu](http://www.icsi.edu)) for which bidder shall be required to enclose a demand draft of Rs. 500/- **along with other document at the time of submission of tender document**, failing which the tender application shall not be entertained.

Sealed tenders addressed by name to Shri Sutanu Sinha, Chief Executive, The Institute of Company Secretaries of India [the Institute] 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**

**printing and publication of ICSI Company Law Book on turn-key basis”** and must reach to the ICSI head office either by Registered Post/Speed Post or by dropping in the quotation box placed at ICSI House, 22, 3rd floor Lodi Road, New Delhi not later than **3.00 PM on April 04, 2013.**

Address for submitting the tender Application:  
Shri Sutanu Sinha  
Chief Executive  
The Institute of Company Secretaries of India  
ICSI House, 22, **(3<sup>rd</sup> Floor: Tender Box)**  
Institutional Area, Lodi Road  
New Delhi -110003.

Tenders received after the stipulated date and time shall not be entertained under any circumstances whatsoever. The ICSI shall not be liable for any postal delays what so ever..

### **Parties Eligible**

The experienced publishers / parties having **turnover of Rs. 5,00,00,000/- [Rupees Five Crore only]** or above may quote their rates for printing and publishing of ICSI **publication on Company Law Book on turn-key basis.** The tenderer should be in Publication and Printing business for minimum 10 years and should possess all necessary licenses/clearance for printing and publications.

### **Work Scope**

The selected party would require to do the following:-

1. DTP Setting of the manuscript and designing of cover as per specification given by ICSI.
2. Proof reading of the manuscript
3. Providing proof to ICSI officials if required
4. Make necessary changes as suggested by ICSI officials and get approval of ICSI officials
5. Printing and binding of book on the paper as specified by ICSI. Paper cost will be borne by the printer
6. Make necessary marketing of book. ( However ICSI will also make the necessary publicity through its website/journals/chapters)
7. Distribute the publication as per market demand and ICSI official's directions.
8. Transit insurance.
9. The bidder / publisher shall also be responsible for stocking and will get the material insured

The Copyright of the publication including right to use the publication shall remain with the ICSI and bidder/publisher will publish, distribute/sell the

publication in accordance with the license granted by the ICSI. After printing the book, the bidder/publisher shall make available the complete matter of book in a CD for use by the ICSI .

### **Royalty / Consideration**

The ICSI shall enter into a separate royalty/license agreement with the bidder/Publisher to allow the right to use/sale of publication on a price mutually agreed by the parties. Bidder/Publisher will pay a Royalty consideration to ICSI as per the terms of the royalty/license agreement. The ICSI shall not bear any financial or other cost for printing and publication of the book and it shall be an all-inclusive project under the Brand name of ICSI.

Initially and on each revision of publication, the publisher shall provide 100 copies of publication to ICSI free of cost including cartage and other indirect expenses and further copies will be provided to the Institute at 50% of the sale price.

### **Earnest Money**

The Bidder/Publishers are required to deposit an earnest money of **Rs.1,00,000/- [Rupees One Lakh only]** by way of demand draft in favour of **“The Institute of Company Secretaries of India”**, payable at “New Delhi”. The tender not accompanied with earnest money shall not be entertained . The earnest money of unsuccessful Bidder/s will be refunded without any interest/bank commission/collection charges within 60 days after the tender is issued in favour of successful bidder/publisher.

### **Submission of Tender Documents**

The tender document shall be submitted under two separate covers, Envelope No. 1 and 2. Envelope No. 1 is Technical bid and shall contain Profile of the Bidder / publisher Company in brief, Tenderer’s Appraisal, Technology Details 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”**. Earnest Money Deposit (EMD) shall be put in envelope No. 1 and **“Commercial Bid should be put in Envelope No. 2”**. The Envelope No. 1 and 2 shall be superscribed with the Tenderers Name and Address and sealed separately. Both the sealed envelopes bearing No. 1 and 2 are to be put in main envelop i.e. Envelope No. 3. This envelope shall bear the inscription “Tender for printing and publication of ICSI Company Law Book on turn-key basis” and sent to Chief Executive, The Institute of Company Secretaries of India, 22, Institutional Area, Lodi Road, New Delhi.

The sealed tenders shall be submitted in the specified format on business letter head of the bidder/publisher duly stamped and signed and dated each page of Part ‘A’ & ‘B’ and ‘C’ as their unconditional acceptance to the terms

specified by the ICSI . Details/supporting documents wherever applicable, if attached with the tender shall be dully authenticated by the Bidder / publisher. No over-writings shall be accepted unless authenticated with full signature of the Bidder/publisher.

Non acceptance of the terms and conditions as stated in Part A and non-submission of the stipulated Earnest Money Deposit (EMD) shall render the tender invalid. Only Bidders / publishers whose INFRASTRUCTURE particulars as stated in Part A & B are determined to be in consonance with Institute's requirements shall be considered further in the Tender Evaluation Process

## **OTHER TERMS AND CONDITIONS**

1. The ICSI shall have the right to assess the competencies and capabilities of the Bidder / Publisher 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 / Publisher without assigning any reason and decision of the ICSI shall be final and binding on all the parties. In such case(s) the Financial Bid shall not be opened for that particular Bidder / Publisher. The Financial Bid of only those parties who qualify in the technical bid / scrutiny shall be opened and time and date for opening the financial bid shall be intimated separately.
2. The tenderer whose tender is accepted by ICSI shall be required to give a security deposit for faithful performance of the Tender. The total amount of security deposit shall be Rs. 2,00,000/-(Rupees Two Lakh only). No interest will be payable by ICSI on the security deposit, so held. Out of which, The EMD of Rs. 1,00,000/-(Rupees One Lakh only) will be converted into security deposit and the balance of the security deposit amounting to Rs. 1,00, 000/- (Rupees One Lakh only) shall be deposited by the tenderer through an irrecoverable Bank Guarantee from any Nationalized Bank in favor of the Institute of Company Secretaries of India. The Bank Guarantee shall be valid for a period of 3 (Three) years and shall be submitted within 7(seven) days of the award of work. Non-supply of printed material on due date or printing of sub-standard material shall entail forfeiture of Security Deposit.
3. The tenderer(s) / Publisher(s) shall quote the cost of book inclusive of all expenses, cartage, statutory levies, **taxes, charges, surcharges, VAT, octroi & other taxes etc.** No component of cost / tax shall be considered by the Institute unless the same is included specifically in the quotations.
4. The ICSI shall not entertained any request of increase or enhancement of cost of book and percentage of profit by the tenderer(s) / Publisher(s)

5. The Technical Bid shall be opened **on April 05, 2013 at 2:00 PM** in the Institute of Company Secretaries of India at ICSI House, 22 Institutional Area, Lodi Road, New Delhi. Bidder /Publisher or their authorized representatives, (not more than one person) may be present at the time of opening of tender, if they so desire. No separate communication will be sent in this regard. In the event of due date being a close day or declared holiday, the due date for opening of the bids will be the following working day at the appointed date, time and venue.
6. The Book found defective/not in accordance with specifications shall have to be replaced or lifted back as decided by the ICSI at publisher's risk, cost and responsibility within **five days**. In case the publisher fails to replace the defective copy (ies) of the book within the time frame fixed by the ICSI, the ICSI shall reserve the right to cancel the contract **and charge penalty as decided by the ICSI**. 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 ICSI as stated in Part – C (Commercial Bid).
7. The contract/work order can be terminated by either party by giving one month clear notice in writing and during the period of such notice, the performance of contract/work order by both the parties shall continue. The termination of contract will not affect the work order already undertaken by the bidder / publisher.
8. Time adherence to schedules notified by the Institute in printing/binding/dispatch and strict quality control shall be the essence of the contract. Daily penalty @ Rs. 500/- [Rupees five hundred only] per day in the schedules prescribed shall be imposed by the Institute for default on the part of the publisher to adhere to the schedule/s notified. Similarly poor quality of printing shall also include printing errors and poor printing/binding/missing pages/certain section carrying unprinted pages etc. shall also make the publisher liable for QUALITY CUT and penalty shall be imposed on the publisher at the discretion of the ICSI.
9. The tenderer / publisher 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.
10. The Tenderer / Publisher shall indemnify the ICSI against any claim, loss, damage, compensation etc. by third parties arising due to the negligence, carelessness, inefficiency, fraud, mischief, misappropriation

or any other type of misconduct by such Tenderer / Publisher or by its staff.

11. In case of any damage or loss caused to the Institute due to negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the bidder / publisher or its staff, the bidder / publisher shall be responsible to make the loss good to the ICSI. 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 ICSI. Decision of the ICSI in this respect shall be final & binding on the bidder / publisher. The ICSI reserves the right to cancel/modify/amend the terms and conditions for publication of the book without assigning any reason thereof.
12. The ICSI without prejudice to any other remedy, reserves the right to terminate the contract / work order in whole or in part and also to blacklist a bidder / publisher for a suitable period in case he fails to honour his bid / contract without sufficient grounds or found guilty for breach of condition /s of the tender / contract or guilty of negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by such bidder / publisher or by its staff.
13. Whenever under this tender / contract / work order any sum of money is recoverable from and payable by the bidder / publisher, the ICSI shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the bidder / publisher. In the event of the security being insufficient, the bidder / publisher shall pay the ICSI on demand the remaining balance.
14. The bidder(s)/ publishers are required to submit a copy of their latest balance sheet together with details about available machinery/ infrastructure.
15. The Tenderer(s) / Publisher(s) are required to submit the information on any litigation in which the tenderer / Publisher(s) was involved during the last five years, including any current litigation.
16. 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 application. 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 called for in the application 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. Bids/Applications made by Fax and those received after the prescribed time shall not be entertained.

17. The bid / application should be type-written. The bidder / applicant should sign each page of the application. Overwriting should be avoided. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. All pages of the Tender document shall be numbered and submitted as a package with signed letter of transmittal. References, information and certificates from the respective clients certifying suitability or capability of the bidder/publisher shall be signed by an officer not below the rank of Director/General Manager/Company Secretary/Chief Financial officer or equivalent.
18. The contract shall initially be for two years which may be extended for further one more year on the same terms and conditions at the sole discretion of the ICSI if agreed by both the parties.
19. Authorization for the ICSI to seek detailed references shall also be given in the application along with details and designation of person to whom reference can be made by the ICSI. The bidder / publisher will give a certificate of solvency and will also authorize ICSI to approach the Bank issuing the solvency certificate to confirm the correctness thereof. A certificate of transmittal is also to be given by bidder / publisher in the format as given in the tender document.

**GENERAL:**

- (a)** All disputes, differences, claims and demands arising under or pursuant to or touching this tender / contract / print order shall be referred to the Sole Arbitration of the Chief Executive of the Institute of Company Secretaries of India, New Delhi or any other person appointed by him as the Sole Arbitrator. 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. Place of such arbitration proceedings shall be at Delhi and cost of Arbitration proceedings shall be borne by the parties equally. The decision /award of the Arbitrator shall be final and binding on both the parties.
- (b)** The ICSI reserves the right to accept or reject tender of any or all the bidder(s) /publisher(s) including the lowest tender/s without assigning any reason at its sole discretion and the decision of the ICSI shall be final and binding on all concerned.
- (c)** For any details/clarifications, Shri Rakesh Kumar Assistant Education Officer of the Institute may be contacted on telephone No. 011-45341055, during office hour's 09:30 to 17:00 hrs.

Date: March 25, 2013

**(P K GROVER)**  
**DIRECTOR**

**THE INSTITUTE OF COMPANY SECRETARIES OF INDIA  
'ICSI HOUSE', 22 INSTITUTIONAL AREA, LODI ROAD  
NEW DELHI – 110 003**

**PART B: TECHNICAL BID**

Tender No. : PC: 2013-14 (CLB)

Date: March 25, 2013

- 1) (a) NAME OF PUBLISHER & :  
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) TURNOVER OF THE COMPANY AS A :  
WHOLE FOR LAST 2 FINANCIAL YEARS  
FROM RELATED BUSINESS  
(Minimum Turnover:Rupees Five Crore only )  
(ATTACH DOCUMENTARY EVIDENCE)
  
- 9) NUMBER OF PUBLICATION BEING DONE FOR :  
GOVT. / EDUCATIONAL INSTITUTIONS – PLEASE  
SPECIFY (IN DETAILS) ORGANISATION / NAME OF  
MAGAZINE / PRINT RUN / PERIODICITY /  
CONTACT OFFICIAL WITH TE. NO. (PLEASE  
ATTACH SEPARATE SHEET, IF NECESSARY)

Date:

Name and Signature of bidder  
With Corporate seal

**THE INSTITUTE OF COMPANY SECRETARIES OF INDIA  
'ICSI HOUSE', 22 INSTITUTIONAL AREA, LODI ROAD  
NEW DELHI - 110 003**

**PART: C COMMERCIAL BID**

Tender No. : PC: 2013-14 (CLB)

Date: March 25, 2013

**Tender for Printing & Publication of ICSI Company Law Book on turn-key basis**

**Book Specifications:**

1. Size of Book : 7" x 9.5"
2. Print area : 5.25" x 8.25"
3. Printing (Text) : Black
4. Printing (Cover) : Four Colors (Cover I to IV)
5. No. of Pages : 500 (approx.) + 4 pages of cover
6. Binding : Section sewing with perfect binding
7. Paper for Text : 70 GSM Ballarpur (white printing)
8. Paper for Cover : 300 GSM Matt Art Card duly (Thermal) laminated on cover I & IV.

**Cost of the book\* in ₹ \_\_\_\_\_ per book (to be filled in by the bidder/publisher)**

**Profit % of the publisher printer \_\_\_\_\_**

- *This should include all cost to be borne by the publisher i.e. Paper cost, printing cost, binding cost, marketing cost, transit insurance cost and all other cost as incurred in printing and publication trade parlance.*

**The Institute will provide soft copy as well as hard copy for text for printing. The Institute will not check ferros and printouts for printing of text as well as cover. Printer would be held responsible for the correctness and accuracy for text and cover as provided print outs by the Institute. However, the Institute may ask for the ferros and printout at its discretion.**

Date:

Name and Signature of Bidder / printer with Corporate Seal

## LETTER OF TRANSMITTAL

To  
THE INSTITUTE OF COMPANY SECRETARIES OF INDIA,  
22, Institutional Area,  
Lodi Road, New Delhi -110003

Sub: **Submission of Tender application for Printing & Publication of ICSI Company Law Book on turn-key basis**

Sir,

Having examined the details given in Tender Document, Web-Notice for the above work, I/we hereby submit the Tender documents (issued/downloaded from web) and other relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.

2. I/We have furnished all information and details necessary for Tender Document and have no further pertinent information to supply.

3. I/We submit the requisite certified solvency certificate and authorize THE INSTITUTE OF COMPANY SECRETARIES OF INDIA to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize, THE INSTITUTE OF COMPANY SECRETARIES OF INDIA to approach individuals, employers, firms and corporation to verify our competence and general reputation.

4. I/We submit the following certificates in support of our suitability, technical know-how & capability for having successfully completed the following works:

Enclosures:

Seal of Applicant

Date of submission Signature(s) of applicant(s)

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