

# **Request for Proposal (RFP)**

**For**

**Designing and Printing of IIPI's Quarterly Research Journal- "The Resolution Professional" and Preparation of its Flip Book -2025**

**Date of Issue of RFP Document: 24<sup>th</sup> July 2025**

**Last Date of Submission of Sealed Tenders: 14th August 2025**

**Total Number of Pages: 41**



**Indian Institute of Insolvency Professionals of ICAI (IIPI)**

**Regd. Office:** Post Box No. 7100, ICAI Bhawan, Indraprastha Marg, New Delhi – 110002

**Indian Institute of Insolvency Professionals of ICAI (IIPI)**  
**Regd. Office:** Post Box No. 7100, ICAI Bhawan, Indraprastha Marg, New Delhi – 110002

**INDEX**

<b>Section No.</b>	<b>Particulars</b>	<b>Page No.</b>
I	Notice Inviting Tender (Website)	1-5
II	Documents to be Attached/ Checklist	6
III	Instructions to Bidders	7-13
IV	Eligibility Criteria	14-15
V	General Conditions of Contract (GCC)	16-25
VI	Special Conditions of Contract and Scope of Work	26-27
VII	Bid Opening, Evaluation Process and Selection Procedure	28-29
Declaration - I	Declaration of Integrity and No Conflict of Interest	30-31
Declaration - II	Declaration by the Bidder regarding Qualifications	32
Declaration – III	Declaration regarding No litigation and Blacklisting	33
Annexure – A	COVERING LETTER	34-35
Annexure -B	TECHNICAL BID	36-40
Annexure – C	FINANCIAL BID	41

**SECTION I**  
**NOTICE INVITING TENDER (WEBSITE)**

**Indian Institute of Insolvency Professionals of ICAI (IIPI)**

**Regd. Office:** Post Box No. 7100, ICAI Bhawan, Indraprastha Marg, New Delhi – 110002

IIPI invites unconditional sealed tenders in two bid system (technical bid and financial bid in two separate covers) from eligible, reputed and experienced Service Providers for “Designing and Printing of IIPI’s Quarterly Research Journal- "The Resolution Professional" and Preparation of its Flip Book”. **Last date for submission of sealed bids is up to 14<sup>th</sup> August 2025 by 5.00 PM.**

**RELEVANT INFORMATION AT A GLANCE**

1.	<b>Scope of Work</b>	As per Section VI
2.	<b>Availability of Tender Forms</b>	Tender forms can be downloaded from the Website of Indian Institute of Insolvency Professionals of ICAI (IIPI) ( <a href="https://www.iiipicai.in">https://www.iiipicai.in</a> )
3.	<b>Cost of Tender</b>	₹1000 + GST 18% (Rupees One Thousand + GST 18%) in form of Demand Draft/ Pay Order issued by a Nationalized/Scheduled Commercial Bank drawn in favour of “ <b>INDIAN INSTITUTE OF INSOLVENCY PROFESSIONALS OF ICAI</b> ” payable at New Delhi to be enclosed with the technical bid in separate envelope. Cost of Tender shall be non-refundable.
4.	<b>Submission of Tender</b>	Bids shall be submitted in sealed cover in the manner indicated in the instructions to Bidders on or before <b>14<sup>th</sup> August 2025 up to 5.00 PM.</b> Bids may be dropped in the Box labelled “RFP for IIPI Journal” and placed at the Ground floor at the Reception of the Hostel Block at <b>ICAI Bhawan, A-29, Sector 62, Noida 201309.</b> Alternatively, Bidders may send the Bids through Speed Post or through courier at the aforementioned address so as to reach on or before the last date of submission. The IIPI shall not be responsible for any postal delay in receipt of Bid. Bids received after due date and time shall be rejected summarily.
5.	<b>Pre-Bid Meeting</b>	To be held at <b>IIPI, 8<sup>th</sup> Floor, Hostel Block, ICAI Bhawan, A-29, Sector 62, Noida 201309</b> as well as through <b>Video Conference mode</b> to brief the prospective service providers about the requirements of IIPI and to clarify their doubts, if any. The Pre-Bid meeting will be held at <b>11 AM on 04<sup>th</sup> August 2025.</b> The link for the meeting is as below: <a href="https://tinyurl.com/y5ch76fy">https://tinyurl.com/y5ch76fy</a>

6.	<b>Opening of Tender</b>	Technical bids shall be opened on the prescribed date and time as per the discretion of IIIPI in the presence of the authorized representatives of bidders who may choose to be present.
7.	<b>Validity</b>	Tender shall be valid for a period of 90 days for acceptance from the date of opening of Techno-commercial bid.
8.	<b>Earnest Money Deposit (EMD)</b>	Earnest Money Deposit (interest free & refundable) of ₹20,000/- (Rupees Twenty Thousand only) in the form of Demand Draft/Pay Order drawn on any Nationalized/Scheduled Commercial Bank in favour of “INDIAN INSTITUTE OF INSOLVENCY PROFESSIONALS OF ICAI” payable at New Delhi.
9.	<b>Performance Security</b>	<p>The successful Bidder shall be required to furnish within 15 days of issuance of LOI/Work Order a Bank guarantee for performance of Rs. 50,000/- (Rupees Fifty Thousand only) or for an amount equivalent to 5% of the Annual Contract value whichever is higher, to the IIIPI in the manner indicated in General Conditions of Contract.</p> <p>The Performance Security shall be valid for the entire period of the contract plus ninety (90) days. The validity of the Performance Security should be suitably extended in the event of extension of time of the contract and No interest shall be paid on the Performance Security.</p>
10.	<b>Amount in Words</b>	Bidder shall write the rate/ amount in Indian rupees, in number and in words. In case of a discrepancy, the amount in words shall be considered final and will be binding on both the parties.
11.	<b>Overwriting</b>	Overwriting must be avoided. In case of an overwriting, the same shall be signed by the authorized person at each of those places.
12.	<b>Stamp and Sign</b>	Bidder shall stamp and sign at all the pages of the Tender and will also sign and stamp the tender at places indicated.
13.	<b>TDS (Income Tax)</b>	As Applicable
14.	<b>Out of pocket expenses</b>	All out of pocket expenses shall be borne by the successful bidder only.

**NOTE:**

- i. IIIPI reserves all rights, to reject any bid at any time, any stage and/ or fully or partly or whole process and/or for particular Service Provider and also reserves all rights at any time to add, alter, modify, change, edit and delete any item and/ or condition at any stage and/or time or vary all or any of these terms and conditions or replace fully or partly for whole process and/ or for particular Service Provider or vary all or any of these terms and conditions or replace without assigning any reasons whatsoever. In this regard, the decision of IIIPI shall be final and binding on all the bidders.
- ii. Canvassing in any form relating to tender is strictly prohibited and the bid submitted by the bidder who resorts to canvassing is liable to be rejected.
- iii. IIIPI or its representatives shall not entertain any bidder during the period of the selection of the Service Provider is in progress.
- iv. IIIPI reserves the right to verify the particulars furnished by the bidders, independently.
- v. In no case, the request of the bidder for change or modification of the RFP including but not limited to the terms and conditions related to payment shall be entertained.
- vi. In case of change/amendment in any of the condition (s) of the RFP, IIIPI may issue corrigendum to this RFP by notifying the same at <https://www.iiipicai.in/>
- vii. IIIPI reserves all the rights to either accept or reject the lowest bid.
- viii. No Bidder shall submit more than one Bid. If a bidder submits more than one bid, the IIIPI may at its discretion either reject both the bids or the bid with lower rate may be considered.
- ix. Bidding in a consortium is not allowed for this tender. Bids received from a consortium of bidders will be rejected summarily.
- x. Bidder should have valid GST registration number and meet all legal requirements.
- xi. The Bidder shall not sub-let the work or its coordination to any other party/sister-concern.
- xii. Mere submission of the bid and information does not entitle the Bidder to meet an eligibility criterion. Any conditional bid shall be summarily rejected.
- xiii. The IIIPI shall not be liable for late receipt or for non-receipt of any proposal.
- xiv. The journal is required to be delivered within FIVE (5) days and only printers who can meet strict and challenging deadlines should come forward to bid and accept the order, if so, assigned on Cost/Quality/Deadlines conditions.

**Managing Director**

**IIIPI**

-

## SECTION II

### DOCUMENTS TO BE ATTACHED/ CHECKLIST

---

The bidder shall submit the following documents:

#### I. TECHNICAL BID

- a. Demand draft/Pay Order of the prescribed amount towards the cost of RFP Document.
- b. Demand draft/ Pay Order of the prescribed amount towards Earnest Money Deposit as specified in Section-I **to be submitted by all bidders including those who are registered under MSME, etc. In case any bid is received without EMD, the bid is liable to be rejected.**
- c. **Sample Paper Sheets (at least two samples of each alternative-170 GSM and 80 GSM duly signed and stamped with nomenclature, mill name and any other specification)**
- d. Copy of all the details and documents relating to eligibility conditions (as per the eligibility conditions mentioned in this document).
- e. General/ Technical Information about the bidder as per **Annexure - B.**
- f. Duly signed Declarations **I, II and III** as provided in this RFP Document.
- g. Copy of P & L Account/Audited balance sheets of past three financial years (year ending 31st March 2024) duly certified by a Chartered Accountant.
- h. Self-attested copy of list of machinery available.
- i. Copy of Factory License or Registration under Factories Act, 1948/Shop and Establishment Act of State concerned or Registration certificate with Central Bureau of Communication, Ministry of Information and Broadcasting, Government of India (formerly Bureau of Outreach and communication)/ DAVP (Directorate of Advertising and Visual Publicity)
- j. Any other relevant document as mentioned in Section -III or any document the bidder desires to submit.

#### II. FINANCIAL BID

- a. As per performa given in Annexure - C, on the letter head of the bidder duly signed and stamped.
- b. All specifications are mentioned in Section VI under Scope of Work of the RFP document.

## **SECTION-III: INSTRUCTIONS TO BIDDERS**

---

### **1.0.RFP DOCUMENT, CLARIFICATION AND ADDENDUM**

#### **1.1.RFP DOCUMENT**

- 1.1.1. Complete set of Tender Documents can be downloaded by the bidder from IIPI website <https://www.iiipicai.in>. Bidders are advised to examine each and every clause of Tender document carefully. The Bidder shall submit the RFP Documents duly signed and stamped on each page as a token of his acceptance along with his bid.
- 1.1.2. The Bidder shall keep its Bid valid for a minimum of 90 days from the date of opening of Techno-commercial bid.
- 1.1.3. In case of incomplete Bid submissions, IIPI shall be under no obligation to give the bidder an opportunity to make good such deficiencies and IIPI may at its discretion treat such bids as incomplete and not consider for further evaluation.

#### **1.2.CLARIFICATION REQUESTS BY BIDDER**

- 1.2.1. Although the details presented in this RFP Document consisting of general conditions of contract, scope of work and technical specifications have been compiled with all reasonable care, it is Bidder's responsibility to ensure that the information provided is adequate and clearly understood.
- 1.2.2. Bidder shall examine the RFP document thoroughly in all respects before submitting his bid.
- 1.2.3. Any failure by Bidder to comply with the aforesaid requirement shall not absolve Bidder from liability, even subsequent to award of contract, from performing the work in accordance with the RFP Documents.

#### **1.3. AMENDMENT OF TENDER DOCUMENT**

- 1.3.1. IIPI may, for any reason whether at its own initiative or in response to the clarification requested by the prospective Bidder, issue amendment in the form of addendum/corrigendum during the Bidding period and subsequent to receiving the bids. Any addendum/corrigendum thus issued shall become part of the RFP document and Bidder shall submit the 'original' addendum/corrigendum duly signed and stamped in token of his acceptance. The Bidders are advised to visit the website <https://www.iiipicai.in/> frequently to check for any addendum/corrigendum.
- 1.3.2. For addendum/corrigendum issued during the Bidding period, Bidder shall consider the impact in his Bid. For addendum/corrigendum issued subsequent to receiving the Bids, Bidder shall follow the instructions issued along with

addendum/corrigendum with regard to submission of impact on quoted price/revised price, if any.

#### **1.4. CLARIFICATION & ADDITIONAL INFORMATION**

During the evaluation, the IIIPI may, at its discretion, ask the Bidder for clarification of its bid and the same has to be provided within the time period as specified by IIIPI and in case of a default or delay, 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 in clarification no change in the date of submission, price or substance of the bid shall be sought, offered or permitted.

#### **1.5. CONFIDENTIALITY OF DOCUMENT**

Bidder shall treat the Bidding document and contents thereof as confidential.

#### **2.0. EARNEST MONEY DEPOSIT AND SECURITY DEPOSIT**

2.1. The bid shall be accompanied with (interest free, refundable) Earnest Money Deposit (EMD), for an amount of ₹ 20,000. /- (Rupees Twenty Thousand only) in the form of DD/Pay order issued by any of the Nationalized/ Scheduled Commercial banks in favour of “INDIAN INSTITUTE OF INSOLVENCY PROFESSIONALS OF ICAI” payable at NEW DELHI”. The Bid not accompanied with EMD as aforesaid shall be rejected forthwith. No interest shall be payable on EMD. No FDR shall be permitted.

2.2. If the bidder, after submission, revokes his bid or modifies the terms and conditions thereof during the validity of his bid except where IIIPI has given opportunity to do so, the Earnest Money Deposited by Bidder shall be forfeited.

2.3 IIIPI may, at any time, cancel or withdraw the invitation to the bid/Tender process without assigning any reason and in such an event the earnest money deposited by the bidder shall be refunded without any interest thereon.

2.4 EMD is to be submitted by all bidders irrespective of their status, start-up etc.

2.5 The successful Bidder shall be required to furnish within 15 days of issuance of LOI/Work Order, a Bank Guarantee for performance of Rs.50,000/- (Rupees Fifty Thousand only) or for an amount equivalent to 5% of the Annual Contract value whichever is higher, to the IIIPI in the manner indicated in General Conditions of Contract. The Performance Security shall be valid for the entire period of the contract plus ninety (90) days. The validity of the Bank Guarantee shall be suitably extended in the event of extension of time of the contract and No interest shall be paid on the Performance Security.

#### **3.0. SCHEDULE OF RATES**

3.1. The schedule of Rates shall be read in conjunction with all other sections of Tender documents.



3.2. Rates, exclusive of GST, must be filled only in the Financial Bid enclosed hereto as part of the RFP/Tender document. If rates are quoted in separate typed sheets and any variation in description is noticed, the bid is liable to be rejected. In any case, the bidder shall be presumed to have quoted against the description of work and the same shall be binding on the bidder.

3.3. Rates quoted shall be in Indian Rupees only.

3.4. Bidder shall quote rates both in figures as well as in words. In case of any discrepancy in the rates quoted in figures and words, rate quoted in words shall be considered as final.

3.5. The rates quoted by the bidder shall be firm and fixed for the period of the contract, unless stated otherwise. Taxes will be paid extra, as applicable.

#### **4.0. SUBMISSION OF BID**

4.1. The Technical and Financial bids should be submitted in two separate and sealed envelopes clearly mentioning as under:

**“Part -I: Technical Bid for Designing and Printing of IIIPI's Quarterly Research Journal- "The Resolution Professional" and Preparation of its Flip Book-2025”**

and

**“Part – II: Financial Bid for Designing and Printing of IIIPI's Quarterly Research Journal- "The Resolution Professional" and Preparation of its Flip Book-2025”.**

Both the sealed envelopes to be put into another sealed envelope and it should be superscribed as **“Bid for Designing and Printing of IIIPI's Quarterly Research Journal- "The Resolution Professional" and Preparation of its Flip Book-2025”**, failing which IIIPI shall assume no responsibility for the misplacement or premature opening of the bid.

Bidder shall arrange his/its bid in the following order:

#### **(A) PART- I TECHNICAL PART**

This part shall contain Technical Bid only. Technical Bid disclosing prices shall be summarily rejected.

4.2. Technical Part ‘Envelope No -1 shall comprise of the attachments, specifying attachment number arranged in the order as follows:

- (a) Submission of Declaration, Covering letter along with Tender document, Demand Draft against the cost of tender form, Earnest Money Deposit and its details.

- (b) Power of Attorney or Board Resolution, as the case may be, in favour of authorized signatory of the Bidder.

**(c) Organization details**

Full particulars (whether Service Provider is an individual, or a partnership firm, or LLP or a company etc.) of the composition of Service Provider in detail should be submitted along with name(s) and address(es) of the directors/ partners.

In case of a proprietorship firm, the name and address of proprietor, and attested copy of 'Certificate of registration of firm'.

In case Bidder is a partnership firm, attested copy of the partnership deed and attested copy of 'Certificate of registration of firm'.

In case of company (whether private or public), attested copy of the 'Certificate of Incorporation' together with attested Memorandum / Articles of Association, along with certified copy of the Board Resolution for decision of the company to participate in bids.

- (d) **Registration** and License issued by the competent authority to operate the Printing Press.
- (e) **Work experience & completion of similar works during the specified period** - Copies of the detailed work orders indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed as proof of the work experience.
- (f) **Turnover during the specified period** – ITR and Balance sheets along with P&L Accounts duly certified by a Chartered Accountant shall be enclosed for the **financial years 2023-24, 2022-23 & 2021-22.**
- (g) **Name(s) & address (es) of the bankers of the bidder and their contact details.**
- (h) Name(s) & Address(es) along with full contact details of officials of the Existing Clients of the Bidder along with certificate of satisfactory performance issued by the existing client of the Bidder.
- (i) Attested Copy of **PAN Card and GST Registration Certificate.**
- (j) Declaration 1: Declaration with respect to Integrity and no Conflict of Interest.
- (k) Declaration 2: Declaration regarding qualification
- (l) Declaration 3: Declaration regarding No litigation and Blacklisting
- (m) All Documents specified in **"Documents to be attached/ Checklist"** shall be attached.
- (n) Any other relevant document, the bidder desires to submit.

## **(B) PART-II FINANCIAL (RATE) BID**

- (a) Financial Bid shall contain rates in the prescribed format provided in Annexure-C.
- (b) No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in the financial bid. IIPI shall not take cognizance of any such statement and may at their discretion reject such bids.
- (c) Bidders are advised NOT to mention Rebate/Discount separately, either in the financial bid or anywhere else in the bid. In case the bidder (s) intend to offer any Rebate/Discount, they should include the same in the item rate (s) itself under the Rates and indicate the discounted unit rate(s) only.
- (d) In case, it is observed that any of the bidder(s) has/have mentioned Discount/Rebate separately, the same shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest bidder, the Discount/Rebate offered by the bidder shall be considered for Award of Work and the same shall be conclusive and binding on the bidder

## **5.0. DATE, TIME & PLACE OF SUBMISSION**

**5.1** The sealed bids are to be submitted on the **business letter head of the bidder** duly stamped and signed on each page. Details/supporting documents wherever applicable, if attached with the bid should be duly authenticated by the bidder or its authorized representative. No over writings shall be accepted unless authenticated with full signature of the bidder.

The sealed envelope (as mentioned at 4.1 herein above) duly super scribed “**Bid for Designing and Printing of IIPI's Quarterly Research Journal- "The Resolution Professional" and Preparation of its Flip Book-2025**” should be addressed to the address given below either by registered post/ speed post/ or by dropping in the Box labelled “**RFP for IIPI Journal**”, placed at the Ground floor of the Reception of the Hostel Block at ICAI Bhawan, A-29, Sector 62, Noida 201309. The sealed bid should reach us on or before **14<sup>th</sup> August 2025 by 5.00 P.M.**

### **ADDRESSED TO:**

**MANGING DIRECTOR**

**INDIAN INSTITUTE OF INSOLVENCY PROFESSIONALS OF ICAI**

**ICAI Bhawan, A-29, Sector 62, Noida 201309,**

**Dist. Gautam Budh Nagar (U.P.), India**

Any queries relating to the bid document and the terms and conditions contained therein should be emailed at [iiipi.journal@icai.in](mailto:iiipi.journal@icai.in)

5.2. Bids received after the stipulated date and time shall not be entertained. IIIPI shall not be liable for any postal delays whatsoever and quotations received after the stipulated time/date are liable to be rejected summarily without giving any reason.

5.3. In case of incomplete submissions, IIIPI shall be under no obligation to give the bidder an opportunity to correct such deficiencies and IIIPI may, at its discretion, treat such bids as incomplete and not consider for further evaluation.

## **6.0. BID OPENING AND EVALUATION**

### **6.1. OPENING OF TECHNICAL BID**

6.1.1. Date and time for opening of technical bid will be notified through the website of IIIPI. Technical Bids shall be opened on the specified date, in the presence of the authorized representative of the bidders who may choose to be present. Bids may be opened even if no bidder is present on the specified date and time for the opening of the Bids.

6.1.2. In case of any change in date and time of opening the Technical Bid, the same will be notified at the IIIPI website.

### **6.2. BID EVALUATION CRITERIA**

6.2.1. Bid is the responsibility of Bidder, and no relief or consideration can be given for errors and omissions made by the Bidder inadvertently or advertently. Bid with incomplete information is liable for rejection.

6.2.2. In the first stage, technical bids shall be evaluated as per the requirements specified in the tender documents and thereafter the financial bids of the technically qualified bidders shall be opened.

6.3.3. Non-submission of details / documents as per Para 4.2 may lead to rejection of Bid.

6.3.4. Bids will be evaluated as per the Evaluation Criteria as given at **Section VII**.

6.3.5. Performance of Bidder on work executed / under execution shall be taken into consideration before selection of the Bidder/ opening of his price bid.

### **6.3. DETERMINATION OF RESPONSIVENESS**

6.3.1. Prior to the financial evaluation of Bids, IIIPI shall determine whether each Bid is substantially responsive to the requirements of the Bidding document.

6.3.2. For the purpose of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions and specifications of the bidding document without any deviation or reservation.

6.3.3. If a Bid is not substantially responsive to the requirements of the Bidding documents, it shall be rejected by IIIPI.

#### **6.4. UNSOLICITED POST BIDDING MODIFICATIONS**

6.4.1. Bidders are advised to quote strictly as per terms and conditions of the bidding document and not to stipulate any deviations / exceptions. Once quoted, the Bidder shall not make any subsequent changes, whether resulting or arising out of any technical / commercial clarifications sought on any deviations or exceptions mentioned in the Bid. Any proposal for price change is likely to render the Bid liable for rejection.

6.4.2. Any effort by Bidder to influence IIIPI in processing of Bid or award decisions may result in rejection of such Bids.

#### **6.5. OPENING OF FINANCIAL BID**

**The Financial Bids of only those bidders, whose bids are considered technically acceptable, shall be opened.**

#### **7.0. AWARD OF WORK**

- (i) A Letter of Intent/ Work Order will be issued to the successful bidder who will be required to give his acceptance within 3 days of its receipt.
- (ii) Contract Documents to be signed between IIIPI & successful bidder shall consist of the following:
  - a. Agreement
  - b. Letter of Intent/ Detailed letter of award
  - c. Original RFP document
  - d. Addendum / Corrigendum issued to bidders, if any.

## SECTION IV ELIGIBILITY CRITERIA

---

The invitation to respond to this RFP is open to qualified and reputed Service Providers which are registered and have their registered office in Delhi/NCR.

The eligible entities must be incorporated and registered under the Companies Act, 1956/2013 or The Partnership Act, 1932 or The Limited Liability Partnership Act, 2008 or under relevant law.

Bidder has to satisfy the following criteria:

1. The bidder should be an authorised printer and not merely a trader.
2. The bidder should have valid **GST Registration No.** and **PAN No.** (Copies to be enclosed).
3. The bidder should have a minimum average annual turnover of at least **Rs. 4 Crores (Four Crores)** during the three financial years (2023-24, 2022-23, 2021-22) pertaining to printing business only. Copies of the audited P & L Accounts and Balance Sheets for the relevant years duly certified by Chartered Accountant must be enclosed with the bid.
4. The Bidder should not have been blacklisted by any Govt. Deptt. /PSU/Statutory Body/Autonomous Body/Corporate Body during the last five years i.e. up to last date of submission of the Bid. An undertaking in this regard is to be submitted along with the Technical Bid. Those Service Providers who were barred by the ICAI /IIPI in the past or whose performance was not found satisfactory need not to apply as their bid is liable to be rejected.
5. The bidder shall have minimum five years of experience of printing for recognized Publishers, Institutions/Universities, Government Department, PSUs, big corporate houses etc. as on 31<sup>st</sup> March 2025. **(Copies of Purchase Orders with value of order/s received during the last five years should be enclosed).**
6. The Service Provider/Bidder should have its own **Printing Press** and have a valid Factory License and should also enclose Press declaration **(Attested copies to be attached with Technical Bid.)**
7. The Service Provider/Bidder should have all the infrastructure such as DTP formatting, Designing, CTP, Web offset, Sheet fed (single colour as well as multicolour), binding and finishing machines and any other machinery required to print and ready journals with high quality standards.
8. The eligibility criteria for executing the above-mentioned jobs shall be certified by the Bidder on their letterhead that all the required machinery is available in the house under their proprietary and documentary proofs to be enclosed

wherever required.

9. Even though the Bidder meets the specified criteria, he may be disqualified if he has:
    - a. Made false declaration or suppressed information or made misrepresentations in the forms, statements and attachments submitted in proof of their qualification and / or
    - b. Records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, poor workmanship or financial failure, etc.
    - c. If the Bidder is overbooked beyond his capacity to execute the work as per required schedules.
-

## **SECTION V**

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **1. APPLICATION**

These general conditions shall apply to the extent that provisions in other parts of this document do not supersede them. In case of any conflict, the relevant clauses shall be interpreted harmoniously to make, as far as possible, both the clauses effective and binding. For interpretation of any clause in the RFP or the Agreement arising thereunder, the interpretation/clarification of the IIPI shall be final and binding on the Bidder.

#### **2. REPRESENTATIONS AND WARRANTIES**

The Bidder represents and warrants that:

- (i) It is duly organized and validly existing under the laws of India and has full power and authority to execute and perform its obligations under this RFP and to carry out the transactions contemplated hereby.
- (ii) It has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this RFP and to validly exercise its rights and perform its obligations under this RFP.
- (iii) It has financial standing and capacity to undertake the Project in accordance with the terms of this RFP.
- (iv) In providing the Services, it shall use reasonable endeavors not to cause any unnecessary disruption to IIPI's normal business operations.
- (v) This RFP has been duly executed, filled and submitted by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this RFP shall be legally valid, binding and enforceable against it in accordance with the terms hereof.
- (vi) The information furnished in the Tender documents and as updated are true and accurate in all respects and nothing is suppressed or misrepresented.
- (vii) The execution, delivery and performance of Agreement arising out of this RFP shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- (viii) There are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Tender/ RFP or ensuing Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this RFP or ensuing



- Agreement;
- (ix) It has neither violated nor defaulted with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this RFP or ensuing Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this RFP or ensuing Agreement;
  - (x) It has complied with applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this RFP or ensuing Agreement.
  - (xi) It and its personnel have the necessary experience, skill, knowledge and competence to perform the Services.
  - (xii) No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for award of this Tender/RFP and entering into ensuing Agreement or for influencing or attempting to influence any person associated with IIIPI in any manner whatsoever.
  - (xiii) No representation or warranty by it contained herein or in any other document furnished by it to IIIPI or its Employee or its nominated agencies in relation to the Required Consents contain or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such a representation or warranty not misleading.

### **3. EARNEST MONEY DEPOSIT (EMD)**

- 3.1. The bid shall be accompanied with an interest free & refundable EMD (Earnest Money Deposit) of ₹ 20,000 (Twenty Thousand Rupees Only) in favour of “INDIAN INSTITUTE OF INSOLVENCY PROFESSIONALS OF ICAI” payable at New Delhi and be placed in the envelope containing technical bid. The bid is liable to be rejected if EMD is not submitted along with the technical bid.
- 3.2. If a bidder, after submission, revokes his bid or modifies the terms and conditions thereof during the validity of his bid except where IIIPI has given opportunity to do so, the earnest money deposited by Bidder shall, in such case, be forfeited.
- 3.3. The EMD is also liable to be forfeited in case:
- a. The bidder unilaterally modifies its application price any time after submission of Bid or after being declared as successful bidder.
  - b. The bidder withdraws its/his offer during the period of tender validity.
  - c. Of non-acceptance of Letter of Intent or Work Order or Work Contract by the successful bidder.
  - d. The bidder fails to furnish performance Bank Guarantee within 15 days from the issuance of the Letter of Intent or Work Order or Work Contract.
  - e. Successful bidder fails to commence or complete the work within the stipulated time.
  - f. The successful bidder refuses or fails to execute the Agreement within stipulated time.

- g. The Bidder is found to be indulged in Canvassing or in fraud, corruption, bid rigging, collusive bidding, Misrepresentation, Mal Practices or any of the corrupt practices in any form in connection with this RFP.
- h. The Bidder is found to be suppressing the information or furnishing wrong or incomplete information.
- i. The successful bidder fails to honour or refuses to comply with or modifies any or all terms and conditions of the RFP.

3.4.IIPI may at any time cancel or withdraw the invitation to bid/ tender process without assigning any reason and the earnest money deposited by bidder shall, in such case, be refunded without any interest thereon.

#### **4. PERFORMANCE SECURITY**

4.1.The Successful Bidder shall be required to furnish performance security for an amount equivalent to 5% of the value of the contract or ₹50,000 (Fifty Thousand Rupees Only) whichever is higher, in the form of bank guarantee issued by a Nationalized/ Scheduled Commercial Bank in favour of “INDIAN INSTITUTE OF INSOLVENCY PROFESSIONALS OF ICAI”, within 15 days of issuance of work order/Letter of Intent to cover any loss or damage caused to or suffered by IIPI due to acts or omissions by the Service Provider or any failure on the part of Service Provider in fulfilment of terms and conditions of the RFP and/or ensuing agreement. The Performance Bank guarantee shall be valid up to 90 days after the expiry of the contract period. The EMD of the successful bidder shall be returned on receiving the requisite performance bank guarantee. The Service Provider shall not be entitled to any claim or receive any interest on the amount of performance security and EMD.

4.2.Performance Security is liable to be forfeited in case of failure of a successful bidder to supply the materials within the stipulated period or supply of material which is not as per the contract or on breach of terms and conditions of the contract on the part of the Successful Bidder or if the successful Bidder fails to perform or observe any of the conditions of the contract.

#### **5. TERM**

The contract shall be valid initially for a period of 3 years from the date of award of contract. On expiry of contract, the IIPI will evaluate the performance of services of the Service Provider. If the services are found satisfactory, the IIPI reserves the right to extend the contract on the terms and conditions as may be mutually agreed.

#### **6. TERMINATION OF CONTRACT**

6.1. The Service Provider shall provide the material and the related services as per the Scope of Work and in terms of the quality parameters of the journal and as per the terms and conditions of RFP/Agreement. The quality of material shall be outstanding and strictly as per the standard described specifically in the tender document and any deviation on account of the quality of material/services shall give

right to IIIPI to terminate the contract forthwith. In addition to any other rights or remedy available to IIIPI, the IIIPI may terminate the contract, at its option in whole or part in case of any of the following violations by the Service Provider:-

6.1.1. The Service Provider refuses to print or supply all or any of the **material and related services** which the Service Provider is required to render under the Contract or refuses to render the same within the time or in the manner or otherwise according to the Contract.

6.1.2. The Service Provider supplies the material which is of sub-standard quality and /or not as per the original contract; unsatisfactory service or failure of the Service Provider to meet the time schedules or variation in the quality of paper shall render the termination of the contract.

6.1.3. The Service Provider becomes incapable of or unable to perform the Contract; or in case of death or dissolution of firm or commencement of liquidation or winding up proceedings or appointment of a Receiver or insolvency of the Service Provider.

6.1.4. Service Provider assigns or sub-lets the work under the contract without the prior written permission from the IIIPI.

6.1.5. If at any time, it is found that any of the information/documents provided by the Service Provider is false, frivolous, concocted etc.

6.2 In all the above cases, the contract shall be terminated by giving 30 days' advance written notice to the Service Provider and Performance Security submitted by the Service Provider shall be forfeited. However, the termination notice may be revoked provided the Service Provider rectifies the drawbacks/defaults within the notice period to the satisfaction of the IIIPI. No consequential damages shall be payable to the Service Provider in the event of such termination.

6.3. Either party may terminate the contract by giving 60 days' advance written Notice without assigning reason.

## **7. CONSEQUENCES OF TERMINATION**

Upon termination of the Contract for whatsoever reason, the Service Provider shall return to IIIPI any property (including written or computer records of any kind) in its possession which belong to IIIPI. Any amount or money i.e., advance already given to the Service provider in respect of third-party expenses or otherwise by the IIIPI and the same has not been utilised for the purpose, would also need to be returned to the IIIPI. The work undertaken by the Service Provider shall become the property of the IIIPI and all its rights shall vest in the IIIPI.

The Service Provider shall be entitled only to receive payment in accordance with the Contract for the services rendered under the contract till the date of termination of contract and shall not be entitled to any other payment or compensation.

## **8. INDEMNITY**

The Service Provider shall, at its own expense, defend, indemnify, and hold IIIPI harmless for damages, liabilities, claims, losses, costs, demands, suits, actions, and reasonable expenses (including but not limited to reasonable attorneys' fees and settlement costs) (collectively, "Damages") arising out of or related to any third party suits or claims brought against IIIPI (i) arising out of or related to the Service Provider's violation of any applicable laws, gross negligence, or willful misconduct, or (ii) arising out of or related to any physical damage to property, or personal injury or death, caused by Service Provider or any of its Affiliates, officers, directors, and employees.

If any action in any court of law is brought by a third party against IIIPI or any of its representatives /officers for the failure or neglect on the part of Service Provider to perform any acts, matter, covenants or things under the Contract, or for any damage or injury caused by the alleged omission or negligence on the part of Service Provider, its agents/representatives or employees, Service Provider shall in all such cases be responsible and indemnify and keep IIIPI and/ or its representative/officers harmless from all losses, damages, expenses or decrees arising out of such action.

## **9. PENALTY**

- a. If the successful bidder is not able to complete the job by the due date given by IIIPI, or if any printing or binding defects are found or use of substandard quality of paper i.e. GSM, brand of paper etc. (paper not as per the required technical specifications ) or if any deviation in specification of the job is noticed, suitable penalty as decided by the Appropriate Authority of the IIIPI shall be imposed besides forfeiture of EMD and/or Performance Security, as the case may be.
- b. Penalty will be imposed on the Service Provider if it fails to deliver the journals of requisite quality to the satisfaction of IIIPI, within 5 days of issuance of Work order. The amount of penalty will be 2% per day on total project cost entrusted to a particular Service Provider on failure to comply with the conditions stated herein.

## **10. ARBITRATION**

All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties touching or concerning the RFP's terms and conditions, ensuing agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before or after determination, foreclosure, termination or breach of the agreement (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall, in the first instance, the parties shall endeavour to settle such disputes, differences, claims or questions amicably by mutual discussion failing which the same shall be referred to the sole arbitrator to be appointed mutually by both the parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory

modification or re-enactment thereof. The seat of arbitration shall be at New Delhi and the language of arbitration shall be English. The award of the arbitrator shall be final and binding. The expenses of the arbitration shall be shared equally by the parties. All Arbitral Awards shall be in writing and shall state the reasons therefor.

## **11. JURISDICTION**

Subject to the above arbitration clause, any dispute between the parties arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the Courts at New Delhi only.

## **12. STATUTORY COMPLIANCE**

The Service Provider/Bidder shall be wholly and exclusively responsible for complying with all the applicable laws/ bye laws/regulations in force from time to time and shall bear all statutory liabilities with respect to the workers/personnel engaged by it for performance of the Contract. The Service Provider shall also obtain all necessary permissions/ certificates/ NOCs for execution of the work, if required, on behalf of IIIPI from the statutory/Government bodies.

## **13. INSPECTION/ REJECTION**

IIIPI reserves the right to inspect the work at any time, on any day at the premises of the Service Provider and point out the defects noticed, if any, and the Service Provider shall have to rectify all such defects immediately.

## **14. RELATIONSHIP**

- a. A Nothing contained in this RFP Document or Agreement arising thereunder shall be construed as constituting a partnership, joint venture, or agency between IIIPI and the Service Provider.
- b. The Bidder/ Service Provider understands that there shall be no Employee - Employer or Master - Servant relationship between the personnel deputed by the Successful Bidder/ Service Provider for carrying out the work and IIIPI. The Successful Bidder/ Service Provider shall be solely responsible for all the claims of its personnel and shall ensure that its personnel do not make any claims whatsoever against IIIPI. IIIPI shall have no liability in this regard.
- c. It shall be the duty of the Successful Bidder/ Service Provider to communicate in unequivocal terms the provisions of this clause to its personnel.

## **15. NO LIABILITY**

That in any event, the IIIPI shall owe no responsibility or liability of any kind arising out of or incidental to the performance of duties by the employees of the Successful Bidder/ Service Provider or otherwise, at the Warehouses or outside the said

Warehouses, including any liability due to any accident or injury or death caused to or suffered by any employee of Successful Bidder/ Service Provider or any other health or medical liability or compensation all of which shall be the sole responsibility of Successful Bidder/ Service Provider. In case of any loss that might be caused to IIIPI due to any lapse on the part of Successful Bidder/ Service Provider or its employees discharging assigned duties and responsibilities, the same shall be borne by Successful Bidder/ Service Provider and in this connection, the IIIPI shall have the right to deduct appropriate amount from the bills of Successful Bidder/ Service Provider to make good such loss to IIIPI.

## **16. INSURANCE**

- a. The Service Provider shall be required to obtain and maintain comprehensive insurance coverage for the duration of the contract. The Service Provider shall obtain insurance coverage for all IIIPI-owned stock, journals, and materials held on the Service Provider's premises for the purpose of printing, binding, or related activities. The insurance policy must cover any loss, damage, or destruction of these materials caused by perils such as fire, theft, vandalism, or other covered risks.
- b. The premises used for the printing, storage, and handling of the IIIPI's stock and journals are to be insured against risks including, but not limited to, fire, theft, vandalism, and water damage. This insurance shall cover all buildings and facilities where the IIIPI's materials are stored or processed against fire, theft, vandalism, and water damage of the IIIPI's material.
- c. Prior to the commencement of the contract, the Service Provider shall provide the IIIPI with certificates of insurance evidencing the required coverage. The IIIPI reserves the right to review and approve the terms and limits of such insurance policies. The Service Provider shall also obtain insurance for all machinery and equipment used in the performance of the contract. This coverage must include protection against mechanical or electrical failure, accidental damage, and other operational risks. In the event of machinery breakdown or malfunction, the insurance shall cover the cost of repairs or replacement and any consequential delays in production or delivery. The Service Provider must ensure that insurance coverage is in place to minimize any potential disruptions to the production and delivery schedule.

## **17. FORCE MAJEURE**

Notwithstanding anything contained in the RFP, the Service Provider shall not be liable for penalty or termination for default, if and to the extent, the delay in performance or other failures to perform its obligations under the RFP/ ensuing agreement is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the parties and not involving the fault or negligence of the parties and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, pandemics, quarantine restrictions and freight embargos.

Force Majeure *inter alia* shall not include

- Any event which is caused by the negligence or intentional action of a Party or such Party's Sub Agency or agents or employees, nor
- Any event which a diligent Party could reasonably have been expected to both
  - (i) Take into account at the time of the conclusion of Agreement arising under the RFP, and
  - (ii) Avoid or overcome in the carrying out of its obligations hereunder.
- Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

If any such force majeure condition herein mentioned occurs and continues for a period exceeding 15 days, the Parties hereto undertake to sit together and devise for expeditious and proper performance of the obligations of the Parties under this Contract. However, in case the Force Majeure Condition(s) exceed(s) beyond 30 days, IIIPI reserves the right to terminate the contract forthwith without giving any notice of termination.

## **18. CONFIDENTIALITY**

**18.1.** The Service Provider shall, at all times, during the continuance of the contract or otherwise-

(i) keep all Information confidential and accordingly shall not disclose any such Confidential Information to any third party without prior permission in writing of IIIPI;

(ii) not use or cause the use of any Confidential Information for any purpose whatsoever other than that contemplated under the contract;

(iii) use all reasonable endeavours to ensure that all persons to whom Confidential Information may be disclosed in furtherance of the contract, including but not limited to officials and members of the respective parties as well as employee(s) thereof, keep(s) the same confidential and not use the same except for the purpose of performance of obligations outlined under this RFP.

(iv) The matter provided for printing is highly confidential in nature and it is the responsibility of the Service Provider to process, print and deliver to IIIPI in the most confidential manner.

**18.2** Further, nothing shall be disclosed by any bidder to any other person not officially concerned with such process until the bidding process is over. The undue use by any bidder of confidential information related to the process may result in rejection of its bid. Except with the prior written consent of IIIPI, the Bidder(s) and their personnel shall not at any time communicate/divulge to any person or entity any confidential information acquired in the course of the contract.

**18.3** The obligations of the Service Provider under this clause shall survive the termination of the contract.

## **19. CONDITIONS PRECEDENT**

Subject to express the terms to the contrary, the rights and obligations under this unconditional RFP shall take effect only upon fulfilment of all the Conditions Precedent set out below. However, IIIPI may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the Successful Bidder.

- a. The Successful Bidder shall be required to accept the LoI/ Work order within 3 days of its receipt and also required to furnish Bank Guarantee /Security Deposit to the IIIPI within 15 days of receipt of LOI/Work Order.
- b. The Successful Bidder shall be required to execute the Agreement within 15 days of receipt of LoI/ Work Order.
- c. In the event of the Successful Bidder failing to fulfill the Conditions Precedent, IIIPI shall not be liable in any manner whatsoever to the Successful Bidder and IIIPI shall forthwith forfeit the EMD amount, Performance Security and/ or Performance Guarantee, as the case may be.

## **20. TERMS OF PAYMENT**

- a. The rates shall be valid for a period of three years.
- b. The bills shall be processed for payment after verification thereof within one month of its receipt subject to adjustment/deductions, if any. Payment shall be made through NEFT/RTGS and is subject to TDS as applicable. No advance will be paid.

## **21. SEVERABILITY CLAUSE**

If any provision of this RFP Document or ensuing Agreement is found not to be tenable in law, the same shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this RFP Document/ ensuing Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this RFP/ ensuing Agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this RFP/ ensuing Agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

## **22. WAIVER**

Any term or condition of this RFP/ ensuing agreement may be waived at any time by the party that is entitled to the benefit thereof. Such waiver must be in writing and must be executed by an authorized officer of such party. The waiver by either Party of performance of any term or condition or breach of any provision on one occasion shall not be taken or held to be a waiver thereof on any subsequent occasion or as nullifying the effectiveness of such provision. However, any delay or failure on the part of IIIPI in exercising its rights under the ensuing Agreement shall not be considered as a waiver of such right, remedy or provision available under the same.



### **23. SUB-LETTING OF ASSIGNMENTS**

The Service Provider shall not assign the contractwork to any other agency or its sister concern in whole or in part, to perform its obligations under the Contract, without the prior written consent of IIIPI. Such consent, even if provided shall not absolve the successful bidder from any liability or any obligation under the contract.

### **24. FALL BACK ARRANGEMENTS**

In case of breach of terms of the RFP/ contract committed by the successful bidder/ Service Provider, the IIIPI may terminate the work assigned to the successful bidder/ Service Provider by giving 30 days' notice and may *inter alia* further assign the work to any other Service Provider at the risk and cost of the defaulting Service Provider. In such case, any higher price to be paid by IIIPI to the newly appointed Service Provider shall be recoverable from the defaulting Service Provider by invoking the Bank Guarantee submitted by it.

### **25. BLACKLISTING**

Without prejudices to the other rights, the IIIPI reserves the right to blacklist the Service Provider in case the Service Provider commits breach of any terms and conditions of the contract and such blacklisting shall be for the period as decided by the IIIPI.

### **26. NOTICES**

All notices and other communications required or permitted to be given under this Contract shall be in writing and shall be delivered or sent by personal delivery or electronic mail, facsimile transmission or registered or certified mail (return receipt requested) postage prepaid to the relevant Party addressed as herein below or as may from time to time be notified in writing by such Party to the other no less than 15 days' in advance. The notices and communications sent in such manner shall, unless the contrary is proven, be deemed to have been duly received on the date of personal delivery, two business days following delivery upon confirmation of transmission by the sender's facsimile machine or electronic mail device or ten business days following mailing by registered or certified mail (return receipt requested postage prepaid)

---

FOR IIIPI: .....

FOR SERVICE PROVIDER:.....

## Section VI

### Special Conditions of Contract and Scope of Work

---

#### 1. Quality Parameters of the Journal

S.No.	Item	Parameters
1.	Size	7.50” x 10.50”
2.	Color	4+4
3.	Pages	92 + Cover (4 Pages), Additional number of pages, if any, will be calculated as per pro-rata basis.
4.	Paper (Cover)	170 GSM, Indian Art Paper, Gloss/ Matt Finishing
5.	Paper (Inner)	80 GSM, Indian Art Paper, Gloss/ Matt Finishing
6.	Finishing	Cover laminated with perfect binding & packed in self-adhesive paper envelope/ paper bands with address labels.
7.	Designing the Journal	Yes, Responsibility of the bidder
8.	PDF of the Journal	Yes, Responsibility of the bidder
9.	Flip Book	Yes, Responsibility of the bidder
10.	Frequency	Quarterly
11.	Quantity Range	500 to 5,000 copies

#### 2. Price Schedule for Financial Bids

- a) The bidders should provide rates in INR (₹) both in numbers and words for 92 Pages + Cover (4 Pages) as per the quantity slabs Table -1. In case of any discrepancy of rates in numbers and words, the rate in words will be considered final.
- b) Rates should be inclusive of the cost of the “Designing and Printing of IIPI’s Quarterly Research Journal- “The Resolution Professional” and Preparation of its Flip Book” and any other cost involved in production.
- c) GST/taxes shall be mentioned separately.

**Table -1: Quantity slabs for rates**

S.No.	Quantity Slab	Printing Charges including design, dummy and any other cost involved in production for 92 pages + Cover (4 Pages)	Charges + / (-) 4 Pages
1.	500		
2.	1,000		
3.	1,500		
4.	2,000		
5.	2,500		
6.	3,000		
7.	4,000		
8.	5,000		

**a. Scope of Work**

- b. Designing and printing of the IIIPI quarterly peer-reviewed research journal along with preparation of Flip Book.
- c. IIIPI will provide the entire content of the journal to the printing press (hereinafter, “service provider”). The service provider shall be responsible for all pre-press work including designing cover page options for each edition, layout and text designing, inserting graphics, images and tables, making corrections etc. The service provider should have their own infrastructure for the same.
- d. The service provider shall be required to provide draft design for the concerned edition of the journal along with two copies of print Dummy on or before 5<sup>th</sup> working day from the date of receiving the full content for the concerned edition of the journal .
- e. The service provider shall be required to deliver the final printed copies of the journal as per the terms and conditions of the agreement on or before the 5<sup>th</sup> working day from the date of receiving the work order for print.
- f. The service provider shall provide the flip book within two working days from the date of receiving the work order for print.
- g. The responsibility of printing individual addresses on the Journal will also rest with the service provider and maintaining confidentiality and safekeeping of the data shared by IIIPI will remain the responsibility of the service provider.
- h. Each Journal is to be packed in a self-adhesive paper envelope/paper band. The cost of packing the Journals shall be borne by the service provider.
- i. The service provider shall process the mailing data provided by IIIPI and prepare labels.
- j. It shall be the responsibility of the successful bidder/service provider to deliver the individually packed and labelled printed copies of the journal at IIIPI premises as per the stipulated date/time in the work order issued in this regard.
- k. No separate charges shall be payable for delivery of material at IIIPI’s Office situated at 8th Floor, Hostel Block, ICAI Bhawan, A – 29, Sector 62, Noida.
- l. The rate in the Financial Bid should be inclusive of all above mentioned requirements of the job.

**Managing Director -IIIPI**

## Section VII

### Bid Opening, Evaluation Process and Selection Procedure

---

Response to this Tender would be evaluated in two phases. Initially technical bids will be opened and evaluated. Those bidders who satisfy the technical requirements of the work, as per the requirements/specifications and the terms and conditions of this RFP, shall be short-listed. Financial bids shall be opened only for the short-listed bidders who have qualified in the technical bid.

#### Technical Evaluation

The bids will be technically evaluated on various components. Each response to the RFP from each bidder will be judged on its own merit. As part of the Technical Bid Evaluation, bidders may be required to demonstrate to the IIPI by providing samples, their works of similar nature, which forms part of the knowledge base of the bidder for the work and also exhibits bidder's domain expertise.

Evaluation of Technical proposal would be on the following technical parameters carrying total 100 marks and each technical parameter has been assigned maximum score as given in the table below:

#### PART – A

S. No.	Technical Parameters		Max Score
1.	Average Annual Turnover of the Bidder during the last three (3) financial years (FY 21-22, 22-23 and 23-24)		40
	INR 10 Crores or above	40	
	INR 6 Crores or above but less than INR 10 crore	32	
	INR 4 Crores or above but less than INR 6 crore	24	

S. No.	Technical Parameters		Max Score
2.	Service Provider's past experience of Designing, Printing, Storing of Publications		30
	Up to 10 years or above	30	
	Up to 7 years or above but less than 10 years	24	
	Up to 5 years or above but less than 7 years	18	
3.	<b>Timelines for Printing of IIIPI Journal - 2025</b>		30
	If days required for printing are less than 5 days from the issuance of work order.	30	
	If days required for printing match IIIPI Timelines i.e. 5 days from the issuance of Work Order.	24	
	<b>Total</b>		100

To be eligible for short listing, the Bidder must secure at least 60 % (Sixty) percent marks in each technical parameter and 70% (Seventy) percent marks in aggregate.

In case if marks obtained by the bidder are less than 60% in any of the above-mentioned technical parameters or 70% (Seventy) percent marks in aggregate, their bid is liable to be technically disqualified.

### Financial Evaluation

The Financial Bids shall be opened of only those Bidders who have been found to be Technically Eligible. The Financial bids of the short-listed bidders will be evaluated on the basis of the rates quoted in the Bid. Accordingly, L1 will be decided based on the lowest rates quoted by the bidder.

## Declaration-I

---

### **Declaration of Integrity and No Conflict of Interest**

I/ We hereby declare that I/ We shall –

- a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in selection process or to otherwise influence the selection process
- b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation
- c) Not indulge in any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the selection process.
- d) Not misuse any information shared between the Procuring Entity i.e. IIIPI and the Bidders with an intent to gain unfair advantage in the selection process.
- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the selection process.
- f) Not obstruct any investigation or audit of a procurement process
- g) Disclose conflict of interest, if any, and
- h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

### **Conflict of Interest: -**

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to,:

- a) Have controlling partners/shareholders in common; or
- b) Receive or have received any direct or indirect subsidy from any of

them; or

- c) Have the same legal representatives for purposes of the Bid; or
- d) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder or influence the decisions of the Procuring Entity regarding the bidding process or
- e) The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f) The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity i.e. IIIPI as Consultant for the contract.

For an on behalf of

Signature

(with seal)

(Authorised Representative/Signatory)

Name of the Person

Designation

**Date:**

**Place:**

## Declaration-II

---

### Declaration by the Bidder regarding Qualifications

In relation to my/our Bid submitted to ..... for procurement of ..... in response to their Notice inviting Bids No. .... Dated ..... I/We hereby declare that:

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and State Government or any local authority as specified in the Bidding Document.
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not having my/our affairs administered by a Court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons.
4. I/we do not have, and our directors and officers not have been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
5. I/we do not have a conflict of interest that materially affects fair competition.

Date:

(Signature of bidder)

Place:

Name

Designation

Address



## Declaration – III

### Declaration regarding no litigation and blacklisting

---

(On Original Letter Head of the Bidder)

To,

Managing Director  
Indian Institute of Insolvency Professionals of ICAI (IIPI)  
'ICAI BHAWAN', Post Box Number 7100,  
Indraprastha Marg New Delhi-110002,

Dear Sir,

**Subject:** Request for Proposal (RFP) for Designing and Printing of IIPI's Quarterly Research Journal- "The Resolution Professional" and Preparation of its Flip Book – 2025.

In terms of the requirements of the RFP No.....dated.....we hereby undertake as under: -

1.That we are not involved in any major litigation that may have an impact on compromising the delivery of services or affect in providing the services as required under this RFP.

2. That we are not blacklisted by any Central/State Government/Public Sector Undertakings / Autonomous Bodies under Central/State Government/Multinational Companies or by any Other Organization during the last 5 years from today.

(Signature of Authorized Person)

Name:

Designation:

Date:

Place:

Office Seal:

Witness with Signature

**COVERING LETTER**  
**(ON THE BIDDER'S LETTER HEAD)**

DATE:

Ref no.....

To,  
Managing Director  
Indian Institute of Insolvency Professionals of ICAI (IIPI)  
'ICAI BHAWAN', Post Box Number 7100,  
Indraprastha Marg New Delhi-110002.

Dear Madam/Sir,

**Subject: Designing and Printing of IIPI's Quarterly Research Journal- "The Resolution Professional" and Preparation of its Flip Book**

1. Having examined the RFP, I/we, M/s\_\_\_\_\_, offer our bid for the subject works and are in full conformity with the said RFP. We have read the provisions of RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our bid shall not be given effect to.
2. We agree to abide by the terms and conditions of this Bid, including this letter, the Technical and Financial Bid, the duly notarized written power of attorney and all attachments and it shall remain binding upon us and may be accepted by you at any time before the expiry of the validity period.
3. I/We enclose herewith following demand drafts: -
  - i. Cost of RFP document of ₹\_\_\_\_\_ (Rupees \_\_\_\_\_ only) by Demand Draft no. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ Bank \_\_\_\_\_ Branch.
  - ii. Earnest Money of ₹20,000/- (Rupees Twenty Thousand only) by Demand Draft no \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ Bank \_\_\_\_\_ Branch.
4. I/ We hereby declare that all information provided in the bid documents and in

the Annexures, is true and correct and all documents accompanying such bid are true copies of their respective originals.

5. I/ We hereby declare that all the information and statements made in this bid are true and accept that any misrepresentation, suppression or concealment of facts contained in it may lead to our disqualification.
6. I/ We hereby agree that until the formal final Contract is executed between the parties, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us.
7. I/We shall make available to the IIIPI any additional information it may deem necessary or require for supplementing or authenticating the bid.
8. I/ We hereby declare that I/ we have not been blacklisted by any Govt. Deptt./ PSU/ Statutory Body/ Autonomous Body/ Corporate Body etc. during last five years .
9. I/We certify that in the last five years, I/ we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the bidder, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
10. I/We agree and understand that the bid is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Work is not awarded to me/us or our bid is not opened or rejected;
11. I/We have studied RFP and all other documents carefully. I/ We understand that I/ we shall have no claim, right or title arising out of any documents or information provided to me/ us by the IIIPI or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the Work;
12. I/We understand that IIIPI may cancel the Selection Process at any stage during the tender process and that IIIPI is neither bound to accept any bid that it may receive nor to select the Bidder/ Service Provider, without incurring any liability to the Bidder.
13. I/ We hereby declare that all the information and statements made in this bid are true and any misleading/false information contained in it may lead to our disqualification.
14. I/ We understand that the IIIPI reserves the right to accept or reject any bid.

Yours faithfully,

Signature(s) of the Bidder(s)

Name and Designation of authorised Person  
signing the bid on behalf of the Bidder(s)

Full Name and Address of the Bidder(s)

Note: This will be enclosed in original along with demand drafts and both Technical & Financial Bid.

**Annexure-B**

---

**TECHNICAL BID**

**(On the Letterhead of the Bidder)**

**(In case the detail in below format is not fitting, the bidder may attach additional pages and mention clearly in detail)**

<b>1.</b>	<b>NAME OF THE BIDDER</b>	
<b>2.</b>	<b>ADDRESS</b>	
<b>3.</b>	<b>CONTACT DETAILS</b>	<b>Land Line:</b> <b>Mobile:</b> <b>Email:</b>
<b>4.</b>	<b>ABOUT ORGANISATION</b>	
	(a) Proprietorship / Public/ Listed/ Private/ LLP	
	(b) Name and address of the directors/ proprietor /partners (Please specify)	
	(c) Date of Incorporation	
	(d) Board of Directors/ (Organization Structure)	
	(e) Date of commencement of business	
	(f) Related organizations/sister concerns and their address ( <i>Please specify</i> )	
<b>5.</b>	Details of Persons authorized by the company to fill and submit its bid on its behalf along with Letter of Authorization ( <i>Please enclose supporting Document</i> )	

<b>6.</b>	Details of payment of cost of Tender Document and form				
<b>7.</b>	Details of DD towards Earnest money Deposit (EMD)				
<b>8.</b>	<b>Financial Position</b>				
	<p>Annual Turnover in Cr. (For last 3 years)</p> <p>Copy of ITR certificates, duly audited balance sheets and P&amp;L Accounts for the last 3 Financial years as provided hereunder to be attached</p> <table border="1"> <tr> <td>2023-24</td> </tr> <tr> <td>2022-23</td> </tr> <tr> <td>2021-22</td> </tr> </table>	2023-24	2022-23	2021-22	
2023-24					
2022-23					
2021-22					
<b>9.</b>	<b>Name of Banker</b>				
<b>10.</b>	<b>Presence in Indian Market</b>				
	(a) National/International Presence with Registered Office and other facilities in India				
	(b) Total No. of clients				
	(c ) List of clients				
<b>11.</b>	<b>Experience and Capabilities</b>				
	(a) No. of journals/magazines/ registered newspapers being designed, printed regularly at present/ contracts on hand.				
	(b) Similar Projects handled, Give details with the name of publications, periodicity, quantity and RNI numbers.				
	(c) Total experience in years in designing and printing journals/magazines/ registered newspapers. Attach proofs.				
	(d) Details of two major work orders				

	from reputed government agencies/ PSUs/ Autonomous bodies, currently in hand.	
	(e) Days required for printing IIIPI journal from the date of issuance of work order.	
<b>12.</b>	<b>Insurance</b>	
	Insurance cover for machine premises and stock	
<b>13.</b>	<b>Infrastructure</b>	
	(I) Office	
	Offices in Delhi/ its satellite towns	
	Ready to open an office in Delhi	
	(ii) Secured Warehouse	
	Space for Storage	
	(iii)Power Backup / Generators	
<b>14.</b>	<b>Technical Specifications</b>	
	<b>(a) Creative and DTP set up</b>	
	(i) Number of creative designers (In-design and Corel Draw)	
	(ii) Maximum possible pages in designing in one day	
	(iii) Experience of designing team	
	<b>(b) Pre-Press</b>	
	(i) High resolution scanning facility	
	(ii) Softwares used for colour creations and designing	
	(iii) Number of CTP Machines available	
	<b>(c ) Printing Machines</b>	
	<b>(i)Sheet Fed</b>	
	Machine details	
	Total Units	
	Total capacity of no. of forms produced in 24 hrs.	
	<b>(ii)Heat set Web Offset</b>	

	Number of Machine/s	
	Total Units	
	Total capacity of no. of forms produced in 24 hrs.	
	<b>(d)Binding</b>	
	(i) Perfect Binding with online trimming & finishing machine	
	- Machine details	
	- Total Units	
	- Capacity per day	
	<b>(e)Cutting Machine</b>	
	(i) Automatic or online with binding unit	
	(ii) No. of machines	
	(iii) Capacity of each machine	
	<b>(f) Labelling, insertion</b>	
	(i) No. of people working in the process	
	<b>(g)Reporting</b>	
	(i) No. of people	
	(ii) Database management systems used to report to client on daily basis	
	<b>(H)Flip Book</b>	
	(i)Software to prepare Flip Book	
	(ii)No of staff to prepare Flip Book	
<b>15.</b>	<b>Attested copy of Factory License also to be attached</b>	
<b>16.</b>	PAN Number (Enclose Proof)	
<b>17.</b>	GST Registration Number (Enclose Proof,	

	if Applicable)	
<b>18.</b>	Self-certification statement that bidder have not been blacklisted in last 5 years in Govt./PSU/ Govt. Dept. /Regulator/statutory body etc. (Please enclose supporting document/declaration in this regard )	
<b>19.</b>	Self-certification statement that bidder in the last 5 years has never withdrew itself from any Contract awarded to it by any Ministry, Govt. Department, Statutory Body, PSUs, Government Company, Banks, Financial Institutions, Educational Institution, etc.	
<b>20.</b>	Self-certification statement that Bank Guarantee submitted by the bidder has never been invoked, for whatever be the reasons, by any of its client including any Ministry, Govt. Department, Statutory Body, PSUs, Government Company, Banks, Financial Institutions, Educational Institution, etc. in the last 5 years	

**Signature of the Proprietor/Director/Managing Director/ Partner**

**Place**

**Name**

**Date**

**Designation Seal**



**FINANCIAL BID FORMAT**

**(ON THE BIDDER'S LETTER HEAD)**

**Designing and Printing of IIIPI's Quarterly Research Journal- "The Resolution Professional" and Preparation of its Flip Book- 2025. Please quote rate in INR per copy.**

<b>S. No.</b>	<b>Quantity Slab</b>	<b>Cost in Rs. per copy for 96 pages including cover pages for designing &amp; printing of IIIPI journal and preparation of its Flip Book</b>	<b>Charges + / (-) 4 Pages</b>
1.	500		
2.	1,000		
3.	1,500		
4.	2,000		
5.	2,500		
6.	3,000		
7.	4,000		
8.	5,000		

**Note:** GST will be paid extra as per applicable laws.

**Signature of the Proprietor/Director/MD/ Partner/ Bidder**

**Place:**

**Name**

**Date:**

**Designation**

**Seal**