

# **TENDER DOCUMENT**

## **FOR**

### **Development and Implementation of Web Based Application Software for ICSI**

<b>Important Dates and Information</b>	
Tender Publish Date	8 <sup>th</sup> August, 2014
Last date and time for Sending Pre-Bid Queries in written	18 <sup>th</sup> August, 2014 by 5:00 PM
Pre-Bid Meeting	20 <sup>th</sup> August, 2014 at 2:00 PM at ICSI HQ at 22, ICSI House, Institutional Area Lodhi Road, New Delhi
Last Date and Time For Receipt of Bids	27 <sup>th</sup> August, 2014 by 3:00 PM
Date & Time Of Opening Of Technical Bid	28 <sup>th</sup> August, 2014 at 11:00 AM
Date & Time for Technical Demo & Presentation	4 <sup>th</sup> September 2014 (Tentative) at 10:00 AM at ICSI HQ at 22, ICSI House, Institutional Area Lodhi Road, New Delhi
Institute's Website	<a href="http://www.icsi.edu">www.icsi.edu</a>

### **Statement of Confidentiality**

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

Purchase: 2014-15 (DIWBAS)

Date: August 8, 2014

**Sub: Development and Implementation of Web Based Application Software for ICSI**

The Institute of Company Secretaries of India herein after referred to ICSI / Institute is a statutory body set up by an Act of Parliament. It is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India, and its Headquarter is located at "ICSI House", 22, Institutional Area, Lodi Road, New Delhi - 110003.

The Institute proposes for Automation of its Services through Development and Implementation of Web Based Application Software in an integrated form through an Online portal as per enclosed quotation document and accordingly sealed quotations are invited for as stated in the said document.

The sealed quotation is to be sent to Shri Sutanu Sinha, Chief Executive, The Institute of Company Secretaries of India, by name at the Institute's Headquarter in the envelope super scribing "**Quotation for Development and Implementation of Web Based Application Software for ICSI**" by the end date as mentioned above.

Further clarification may be taken from the undersigned.

Thanking you,

Yours faithfully,

**B. Pradhan**  
**Director**

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## **Introduction and General Conditions: Part 'A'**

The Institute of Company Secretaries of India (ICSI) is a statutory body set up by an Act of Parliament i.e. Company Secretaries Act, 1980 to develop and regulate the profession of Company Secretaries. It is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India, and its headquarter is located at "ICSI House", 22, Institutional Area, Lodi Road, New Delhi-110003.

ICSI has four Regional Offices at New Delhi, Chennai, Kolkata and Mumbai and under their jurisdiction 70 Chapters across India. ICSI stakeholders include approx. 40K members and 5 Lakhs students.

Sealed tenders are invited by the Institute of Company Secretaries of India (ICSI), located at "ICSI House", 22, Institutional Area, Lodi Road, New Delhi-110003 for **Development and Implementation of Web Based Application Software for ICSI**, as per the details given therein and in the Service Level Agreement (SLA) annexed at the end to this Tender Document. The terms and conditions governing the Tender are as under:

1. The tender document may be obtained during working hours from **August 8, 2014 to August 27, 2014 between 10.00 AM and 1.00 PM** on all working days (except Saturday, Sunday & Gazette Holidays) from the Reception counter of the Institute on payment of non-refundable tender cost of Rs. 500/- by Cash / Demand Draft drawn in favour of "The Institute of Company Secretaries of India" payable at "New Delhi". The tender document can also be down loaded from the website of the Institute ([www.icsi.edu](http://www.icsi.edu)) for which Bidder would be required to enclose a demand draft of Rs. 500/- as mentioned above towards the cost of the tender document along with their quotes, failing which the tender shall not be entertained.
2. Tender should be submitted in **two separate sealed covers**. First cover containing, "**TECHNICAL BID**", should provide only technical details as per the requirements in this tender along with literature, pamphlets, drawing etc (Hard copy and soft copy in USB/CD). The solution as proposed should also be defined under this bid. Second cover containing, "**COMMERCIAL BID**" should provide only Price, as per the Bill of Quantity annexed hereto. In case there are any optional items which are necessary in the efficient running of the services of Software Application mentioned in this tender, the prices must be quoted for these Optional Items also. **Both the covers should first be sealed separately**, and then both the covers should be kept **in a single sealed bigger envelop**.

3. Bidder(s) are required to deposit **Rs. 2,00,000/- (Rupees Two lakhs only )** towards earnest money by way of demand draft in favour of “The Institute of Company Secretaries of India” payable at New Delhi. The Earnest Money of unsuccessful bidders will be returned without any interest/Bank commission/collection charges within 90 (Ninety) days from the date of acceptance /finalization of the tender.
4. The sealed tenders are to be submitted in prescribed format on your business letter head duly stamped, dated and signed on each page of the tender as unconditional acceptance to the terms prescribed by the Institute therein. Details/supporting documents wherever applicable, if attached with the tender should be fully authenticated by the Bidder/s.
5. The sealed covers along with Earnest Money Deposit (EMD), duly mentioning on top left hand corner of the sealed envelope, “**TENDER FOR Development and Implementation of Web Based Application Software for ICSI due on August 27, 2014**” should be addressed to **Shri Sutanu Sinha, Chief Executive**, The Institute of Company Secretaries of India and sent at the Institute’s address given above either by registered post/speed post/or by dropping in the tender box placed at IIIrd floor of Institute’s Headquarter & should reach on or before **3:00 PM on August 27, 2014** The Institute shall not be liable for any postal delays what so ever and tender received after the stipulated time/date are liable to be shall not be entertained.
6. The tender(s) shall be opened on **August 28, 2014 at 11:00 AM** in the Institute at ICSI House, 22, Institutional Area, Lodi Road, New Delhi in the presence of Bidder(s) who wish to be present. No separate communication will be sent in this regard. In the event of due date being a closed holiday or declared Holiday for Central Government offices, the due date for opening of the bids will be the following working day at the appointed date, time & venue.
7. Non acceptance of any of the terms & conditions as stated in tender document and non-submission of the stipulated Earnest Money Deposit (EMD) shall render the Tender invalid.
8. **The Bidder(s) are required to study the Institute’s process and complete set-up while quoting for the development, implementation and maintenance charges for the proposed Web Based Application Software. The vendor may accordingly submit the details of hardware as required from ICSI for implementation of the Web Based Application Software as a part of the technical bid itself.**

9. The Technical Coordinator for the project of the selected vendor shall mandatorily be posted in ICSI Noida office and will adhere to the office discipline (including working hours) of the Institute for the complete life cycle of the project including warranty/maintenance phase. In case the respective manpower is absent due to any reason then the vendor would ensure that the equivalent backup manpower having requisite knowledge and expertise is available in the site in place of him. On the requirement of the Institute, the said manpower has to report for duty on holidays. He will be paid only actual local conveyance up to maximum Rs.500/- for coming to the office on Sundays and National holidays only. The official has to claim it directly from the Institute as per its policy. For coming to office on any other holidays, he will not be paid anything.
10. During warranty support/maintenance phase one more developer of the core development team other than the technical coordinator as mentioned above shall mandatorily be posted in ICSI Noida office and will adhere to the office discipline (including working hours) of the Institute. In case the respective manpower is absent due to any reason then the vendor would ensure that the equivalent backup manpower having requisite knowledge and expertise is available in the site in place of him. On the requirement of the Institute, the said manpower has to report for duty on holidays. He will be paid only actual local conveyance up to maximum Rs.500/- for coming to the office on Sundays and National holidays only. The official has to claim it directly from the Institute as per its policy. For coming to office on any other holidays, he will not be paid anything.

For any maintenance issue lodged in the helpdesk by the ICSI on the project, it would be the responsibility of the firm only to resolve the issue within the timeline as per the SLA as and when any entity is implemented.

11. The vendor would ensure that the deputed manpower at the site is not changed frequently and without the consent of the ICSI. In any case more than one change per year is not permissible.
12. ICSI would provide only seating space at ICSI's premise and the onsite available Network Connectivity for the vendor's officials. Any other infrastructure like computer / laptop, data card, dongle etc. have to be provided by the vendor.
13. Technical training will be provided by the vendor to In-house Technical Team of ICSI on Application Architecture, Build & Deployment of Application, Knowledge sharing on third party tools (if used), and Technology Awareness (Used in building the application).



14. ICSI will provide the license of SQL Server and Windows Operating System, while rest of the configuration required for Production Environment is the responsibility of the Vendor.

15. ICSI will provide the required Software for the configuration management (VSS/TFS) and Vendor has to sync their Code base during development phase at ICSI configuration server on Weekly basis.

**16. Eligibility Criteria**

- a. The bidder must be a Company registered under the Indian Companies Act 1956.
- b. The bidder should have been in operation for at least five years as on 1st January, 2014 (Incorporation/ Registration Certificate required).
- c. The bidder must have a minimum turnover of at least Rs. 10 crores and positive net worth in each of the preceding three audited financial years (Audited Accounts/Certificate from Auditors required).
- d. The bidder must have a dedicated manpower size of at least 80 technical resources on regular payroll for undertaking ICT project. (Declaration from HR required).
- e. The bidder must have successfully undertaken at least three (3) Web Based Application development and implementation projects over the last five (5) years for Government / PSU / Institutions for Higher Education / Universities / Large Corporates. (Copy of work order and sign-off for each of the assignments is required).
- f. The bidder must have valid CMMi Level 3 certifications at least one year old as on 1st January, 2014. (Supporting Doc – Copy of valid CMMi Certificate is required).
- g. Documentary proof for everything is essential without which the proposal will be rejected. The documents submitted as proof should be self-attested. Technical and Financial evaluation will be done only for the bidders who have submitted EMD and are satisfying the above pre-qualification criteria.
- h. Bidders declared by Government of India to be ineligible to participate for unsatisfactory past performance, corrupt, fraudulent or any other unlawful or unethical business practices shall not be eligible.

17. Prices quoted in the tender document shall expressly be inclusive of all statutory taxes, fees, cesses, duties, levies, charges, surcharges inclusive of

all statutory and other components etc. (net to Institute) for Development and Implementation of online services for the ICSI and should be quoted in Part – D. No component of cost / tax shall be paid by the ICSI unless the same is included specifically in the quotations.

18. Incomplete quotations shall be rejected out rightly. No alterations, amendments or modifications shall be made by the Bidder in the Notice Inviting Tenders, Instructions to the Bidders, Contract Form, Conditions of the Contract, Drawings and Specification and if any such alterations are made or any special conditions attached, the tender is liable to be rejected without reference to the Bidder.
19. Quotations should be valid for 6 months from the date of opening of Technical Bid.
20. Escalation matrix (24 X 7) up to the level of CEO/COO/CIO must be provided with mobile and fixed phone number and email address of all personnel in the matrix.
21. At any time prior to the last date for receipt of Bids, the ICSI, may, for any reason, whether at its own initiative or in response to a clarification requested by the Bidders, modify the Tender by issuing an addendum/corrigendum. Any such amendment issued along with the original Tender document will constitute Revised Tender. The addendum/corrigendum will be uploaded on the ICSI website. The Bidders are requested to visit the website frequently to check for any amendments.
22. The ICSI may at any time during the Tendering process but before opening the technical bid request the Bidders to submit revised Technical / Commercial Bids and/or Supplementary Commercial Bids, in case of change in Scope of Work, without thereby incurring any liability to the affected Bidder or Bidders.
23. The whole work included in the Tender shall be executed by the Bidder and the Bidder shall not directly or indirectly transfer assign or sublet the contract / work or any part thereof or interest therein without the written consent of ICSI.
24. In case any work for which there is no specification in the tender, such work shall be carried out in accordance with the directions of the ICSI without any extra cost to the Institute.

25. The aspects to be developed / managed as a part of the Development and Maintenance activity under this project are indicated in the tender document.

**26. Security Deposit**

The Bidder 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. 3,00,000/- (Rupees Three Lakh only), out of which, the EMD of Rs. 2,00,000/- (Rupees Two Lakh only) shall be converted into security deposit and the balance of the security deposit amounting to Rs. 1,00,000/- (Rupees One lakh only) shall be provided by the Bidder through an irrecoverable Bank Guarantee from any Nationalized Bank in favor of the Institute of Company Secretaries of India. No interest will be payable by ICSI on the EMD / Security Deposit, so held. The Bank Guarantee shall be valid for the complete life cycle of the project including maintenance phase. The Bank Guarantee will be submitted by the bidder initially for a period of two (2) years and will be extended afterwards by the bidder on the basis of the progress of the project. The Bank Guarantee shall be submitted by the bidder within 15 (fifteen) days of the award of the work.

In case of contravention of any of the terms and conditions as stated in the tender documents or if the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of the tender or bidder fails to execute the work as per the Tender/Work Order / SLA or fails to deliver the satisfactory performance during the period of contract, or fails to execute agreed Service Level Agreement (SLA), the ICSI shall have the right to invoke the said Bank Guarantee and shall also forfeit the EMD amount of Rs. 2,00,000/- (Rupees Two Lakh only) being part of the security deposit. Such decision of the ICSI shall be final.

**27. Evaluation of Technical Proposals**

- a. Proposals which are not supported by adequate proof / Supplementary documents or are not accompanied by an EMD will not be evaluated.
- b. The Evaluation Committee shall evaluate the Technical Proposals only for those bidders who satisfy the pre-qualification/eligibility criteria. The Technical proposals which are unsigned and incomplete shall not be evaluated. The technical proposals will be evaluated on the basis of their responses, applying the evaluation criteria and point system specified in the technical evaluation scoring matrix. Evaluations will be based on documentary evidence submitted by the bidder with respect to pre-

qualification / evaluation / selection criteria. Each responsive proposal will be given a technical mark (TM). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Scope of Work or if it fails to achieve the minimum technical mark i.e. 60%.

- c. During the process of evaluation of the technical proposal, the bidder might be required to make presentation on its Proposal covering Experience/Technical Proposal including Understanding about the project, Implementation Methodology, Team Composition, Work Schedule, PERT and Activity Schedule, arrange client interactions / visits. In case presentation is required, the date and time of the presentation / interactions will be intimated individually.

## **28. Public Opening and Evaluation of Financial Proposals**

- a. After the technical evaluation is completed, the bidders who score a minimum of 60% in the Technical Proposal Evaluation shall be informed in writing about the time and location for opening the Financial Proposals. Bidder's attendance at the opening of Financial Proposals is optional but it shall be recorded and signed by all present.
- b. Financial Proposals shall be opened publicly in the presence of the bidder's representatives who choose to attend. The name of the bidders whose technical proposal is found responsive (i.e. identified bench mark) shall be read out. The Financial Proposal of the bidders who meet the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals of the bidders who meet the qualifying mark as indicated in the RFP shall be then opened, and the prices read aloud and recorded.
- c. The evaluation of the bids will be based on the Combined Quality and Cost Based Selection (CQCBS) Method.
- d. Prices shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding.
- e. Any discrepancy relating to prices quoted in the offer across different sections of the bid, only prices given in the prescribed format given in this RFP shall prevail.
- f. Scores of the Commercial evaluation would be weighed prorata on a scale of 30 with the Bidder with the lowest commercial quote getting 100. These

commercial scores would then be added up with the 70% of the score of the technical evaluation and the Bidder getting the maximum total score out of 100 would be considered as the successful bidder and called for negotiations, if required.

**g. Formula for Final Bid Evaluation is**

$$B_m = .7 (TM) + .3 (F_n)$$
$$F_n = (F_{min} / F_b) * 100$$

B<sub>m</sub> is total marks of the bidder in consideration

TM is Technical Marks of the bidder in consideration

F<sub>n</sub> is Normalized financial score of the bidder in consideration

F<sub>b</sub> is Evaluated Cost of bidder under consideration

F<sub>min</sub> is Minimum evaluated cost of any bidder

**29. Award of Contract**

- a. The bidder with the highest score as per the formula given above will be considered for award of Contract.
- b. ICSI shall award the Contract to the selected bidder by issue of Work Order (WO) and notify all bidders who have submitted proposals after award is accepted by the selected bidder. The selected bidder has also to sign a Service Level Agreement (SLA) within 10 days of the publish of the Tender.
- c. The selected bidder is expected to commence the assignment on the date and at the location specified in the WO/ Contract.
- d. If the selected bidder does not sign the Contract within the stipulated period or does not submit the Performance Guarantee within time, the WO may be cancelled and the bidder securing the next higher combined marks may be considered for award of Contract.

**30. Contract Period**

The period of the contract shall be initially for two (2) years from the effective date of Service Level Agreement (SLA) out of which the development and implementation period will be accounted for as per the Time Schedule to be proposed by the Vendor in the Technical Bid and the warranty period will commence immediately from the date of acceptance of the implementation of the project by the Institute and the same will continue

for one year. If the Vendor could complete the development, implementation and warranty period before two years then the contract by default will come to an end. But if the Vendor could not complete the development, implementation and warranty period within two years then the contract period will be treated as extended by default till the warranty period is over and all the terms and conditions of the Tender, Work Order and SLA will be binding on the Vendor during the extended period. Further AMC of the project will be subject to the yearly assessment / appraisal of the performance of the Bidder / Vendor for the previous year by the ICSI. If Bidder / Vendor's performance is not found satisfactory, the ICSI may terminate the agreement by giving 15 days notice otherwise the agreement will automatically stand valid. Decision of the ICSI in this regard shall be final.

After the initial term, the ICSI reserves the right to its sole discretion to extend the contract for another one year subject to maximum three (3) years on the same terms and conditions in writing as per mutual understanding between the parties subject to the condition that the project has been successfully implemented and one year mandatory warranty support period of the project has been completed. The SLA will be applicable for development, implementation and maintenance phases. Project will only be deemed as complete on completion and implementation of all entities. Bidder / Vendor shall have no right or claim for the extension of the contract in any circumstances and decision of the ICSI shall be final and absolute.

### **31. TIME - ESSENCE OF CONTRACT**

The time allowed for completing the work under tender / SLA and handing over the same shall be of the essence of the Contract and shall be strictly observed by the Bidder / Vendor. The Work shall proceed with due diligence until Final Completion. For delay, Bidder / Vendor shall be liable to pay penalty and/or liquidated damages as decided by the ICSI and such decision of the ICSI shall be final.

32. There will be a **pre-bid meeting on August 20, 2014 at 2:00 PM** in ICSI – Headquarter located at **“ICSI House”, 22, Institutional Area, Lodi Road, New Delhi-110003** to clarify the queries of the interested bidders. The interested bidders are requested to send their queries by email to: [ankur.yadav@icsi.edu](mailto:ankur.yadav@icsi.edu) in advance.

33. The Service Provider should submit written consent that the warranty and penalty terms have been noted by them in the tender and the SLA and is in agreement with the same.
34. The quantities indicated in the RFP are tentative and may be increased / decreased at the sole discretion of the Institute and the vendor shall have no right to claim any minimum/definite volume of business.
35. Institute shall have the right to assess the competencies and capabilities of the bidder by going through the credentials given in the Technical Bid and on the basis of such credentials, the Institute may reject the candidature of the bidder without assigning any reason and decision of the Institute shall be final. In such case(s) the Financial Bid shall not be opened for that particular bidder.
36. The Financial Bid of only those parties who qualify in the technical scrutiny shall be opened and time and date for opening the Financial Bid shall be communicated separately.
37. Submission of Proposal/Bid by way of e-mail is not acceptable.
38. ICSI reserves the right of accepting the tender in whole or in part without assigning any reason and such decision shall be final. The part acceptance of the tender shall not violate the terms and conditions of the Tender / contract and the bidder shall execute the work at the specified rates without any extra charges or compensation within the stipulated period.
39. The acceptance of a tender shall rest with the ICSI. ICSI does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any reason(s) whatsoever and any notice to Bidder. Non acceptance of any tender shall not make the ICSI liable for compensation or damages of any kind. ICSI further reserves the right to accept a bid other than the lowest or to annul the entire bidding process with or without notice or reasons. Such decisions by ICSI shall be final and bear no liability whatsoever consequent upon such decisions.
40. **TERMINATION**  
ICSI without prejudice to any other remedy and rights, reserves the right to cancel / terminate the tender / Work Order / Service Level Agreement

(SLA) in whole or in part by giving at least seven days' prior written notice thereof in case Bidder / Vendor fails to honour his bid / Work Contract / SLA or found guilty for breach of condition /s of the tender documents / Work Order / Service Level Agreement (SLA) or negligence, carelessness, inefficiency, fraud, mischief, misappropriation or any other type of misconduct by such Bidder / Vendor or by its employees, staff, agents, representatives etc. or by any other person directly or indirectly employed by him.. In such case of termination, the ICSI will have the right to put in place any other agency for carrying out the remaining work. Any extra expenditure shall be adjusted from Bank Guarantee / Security Deposit and / or shall be recovered from the Bidder / Vendor.

The ICSI also cancel / terminate the tender / Work Order / Service Level Agreement (SLA) in whole or in part for its convenience at any time for any reasons, by giving the Bidder / Vendor at least seven days' prior written notice thereof. However, the notice period may be extended by mutual agreement till alternate arrangements are made. Further, any pending or unresolved service, function, task, performance, unpaid fees and any other remedies shall continue by the parties during the period of termination notice and the same must be satisfied before the tender / Work Order / Service Level Agreement (SLA) is cancelled / terminated.

In such cancellation / termination the tender / Work Order / Service Level Agreement (SLA) / or curtailment of the work by the ICSI, the Bidder / Vendor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have derived by it from the execution of the work in full, but which he did not derive in consequences the full amount of the work not having been carried out, neither shall he have any claim on compensation / damage for the loss suffered by him by reason of cancellation / termination of the tender / Work Order / Service Level Agreement (SLA) and of any alterations having been made by the ICSI in the original specification or the designs and instruction which shall involve any curtailment of the work contemplated. However, the ICSI shall pay the Bidder / Vendor such portions of the Work as are due and properly invoiced under the provisions for final payment for Work performed prior to termination. In no event, shall the total payments made to the Contractor exceed the Contract Price.



#### **41. BLACKLISTING**

The ICSI without prejudice to any other remedy and rights, reserves the right to blacklist the Bidder / Vendor for a suitable period in case he fails to honour his bid / Work Order / Service Level Agreement (SLA) or found guilty for breach / violation / contravention of terms(s) and condition(s) of the tender / Work Order / Service Level Agreement (SLA) or negligence, carelessness, inefficiency, fraud, mischief, misappropriation or any other type of misconduct by Bidder / Vendor or by its staff, agent, employee or officer etc. or by any other person directly or indirectly employed by him.

42. Whenever under this tender / Work Order / Service Level Agreement (SLA), any sum of money is recoverable from and payable by the Bidder / Vendor, the ICSI shall be entitled to recover such sum by appropriating in part or in whole from the security deposit / bank guarantee / earnest money deposit of the Bidder / Vendor. In the event of the security deposit / bank guarantee / earnest money deposit being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Bidder / Vendor or which at any time thereafter may become due to the Bidder / Vendor under this or any other tender / contract with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the Bidder / Vendor shall pay the ICSI on demand the remaining balance.

43. The personnel(s) employed / hired / engaged (permanent / regular / casual / contractual / temporarily / daily wagger or whatever be the status / name) by the Bidder / Vendor for the execution of work as provided under this Tender, shall not be employee / officer of the ICSI for any purpose. None of such person of the Bidder / Vendor shall have any right to claim anything against the ICSI.

#### **44. FORCE MAJEURE**

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

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

**45. CONFIDENTIALITY**

Bidder / Vendor shall not use or disclose any Confidential Information of the ICSI except as specifically contemplated herein. For purposes of this Tender "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.

**46. INDEMNITY**

The Bidder shall indemnify, defend and hold and keep indemnified, the ICSI from and against all actions, suits, decree proceedings, claims, damages, compensations, costs, expenses, liabilities and demands brought or made against the ICSI in respect of any matter or thing done or omitted to be done by the Bidder / Vendor or its employees, workmen, representatives, agents, servants or suppliers in the execution of or in connection with the Work or the Bidder's performance under this Tender and against any loss, compensations or damage to the ICSI in consequence of any action or suit or proceedings being brought against the Bidder or its employees, workmen, representatives, agents, servants or suppliers for anything done or omitted to be done in execution of the Work under this Tender, including but not limited to non-compliance with the applicable laws, rules, regulations and directions, orders etc. of the government and local authorities, not obtaining the relevant licenses and permits, infringing any patents rights.

**47. ARBITRATION**

In case of any dispute, difference, claim and demands arising under or pursuant to or touching or in relation to this tender, the authorized official of the Three Professional Bodies and the Bidder shall address the same for

mutual resolution, failing which the matter shall be referred for the arbitration to the sole Arbitrator to be appointed by the Three Professional Bodies. The Arbitration proceedings shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force. The cost of the Arbitration proceedings shall be shared equally by both the parties. The award of the sole arbitrator shall be final and binding on both the parties. The venue of such arbitration proceedings shall be at Delhi. All disputes arising out of this tender are subject to the jurisdiction of Courts in New Delhi.

48. There may be 20% variation in the scope of work at discretion of the ICSI.

49. For any details / clarifications, Shri Ankur Yadav Joint Secretary (Senior Grade) - (phone - 0120-4522012 & email id: [ankur.yadav@icsi.edu](mailto:ankur.yadav@icsi.edu)) may be contacted.

Date: August 8, 2014

(B Pradhan)  
Director

## **Scope of Work: Part 'B'**

### **SCOPE OF WORK IN BRIEF (DETAIL IN ANNEXURE)**

#### **Broad scope of the project is as follows:**

1. Defining and documenting the architecture and the detail design / development for the new web platform for propagation, capturing details of students, movement of student from one stage to another stage, training, membership and thereafter services like Placement etc. Analysis of Existing vs. Proposed system in respect of value addition / advantage. Design should be structured such that most of changes like enabling / disabling of any service should be through User Interface.
2. Defining the hardware specification for the new web platform. Creating detailed project deliverable documents (User Scenarios and workflows, User Requirements Specification, Detail Design Document, Test Case documents etc.).
3. The Software application / CMS / Online Portal should be based on MS.Net and MSSQL as backend with no additional license cost and unlimited logins.
4. The New Web Application should follow the SOA architecture, so that functionalities of every module should be Service dependent. The application should have layer based architecture that is flexible enough to have limited impact changes throughout the layers of the application. The architecture must demonstrate loose coupling across layers, and must list flexibility constraints, if any.
5. Modules for stakeholders like Student Services, Examination, Training, Licentiate, Membership, Placement, Sale of Material, Regional Offices/ Chapter office Program Management / Seminars & Trainings, Financial Management (only of fees received) / Reconciliation for individual offices of fees received from stakeholders etc. should be integrated in a single web application. Privileges to pay fees with / without login as per the controls with Administrator.

6. All the history / existing data of the Institute should migrate in the new system. There should not be any history / existing data loss.
7. Support & Migration of data during a parallel run: At the time of Production Deployment both applications (Existing and New) will be run parallel for a certain time period for smooth Functionality Testing. After successful verification and approval the existing application will be sunset and the data entered during the pilot run will also have to be migrated to New System.
8. Provision for all entitlements / privileges for all types of Profiles like as End Users, Super Users, IT Users, IT Administrators, DB Administrator and Super Administrator with password assistance through SMS and email. Role based access and authorization of various modules.
9. Report Requirement
  - a. The Application should contain a Dashboard of tailor made MIS pages which shows output in the form of maps, charts with threshold limits.
  - b. There should be dynamic report generation / analysis feature within the web application. User should be able to select required columns, filtration, sorting at runtime for any module according to their access. The template can be saved for future use also.
  - c. Authoring and Maintaining templates for Email / SMS for each trigger (action against any updation). The Institute has already hired a Bulk SMS and Bulk Mailing System / facility from third party vendor, which is to be integrated by the vendor for this purpose. Further this is informed that the vendor for Bulk SMS and Bulk Mailing systems of the Institute may change in future. In view of the same the vendor has to design and develop the system such that it may cater to the change of the system of new form with few configurations here and there which may be documented and provided to the Institute.
10. The Application should pass OWASP Top10 security check certificate to stop hacking attempts before going LIVE. A CERT-In empanelled auditor must certify that the application is found to be free of all OWASP Top 10 vulnerabilities. Managing security of the new system from all type of

external attacks (like hacking, SQL Injection, Cross Side Scripting, Denial of Service Attack etc).

11. For Examination result tabulation purposes, ICSI presently uses separate / secure Data Center and shall like to maintain the same separately with limited connectivity with other services.
12. The vendor will be responsible for maintaining and managing the performance and real time display of the hardware / software system developed and implemented by them by configuring and optimizing Operating system, Database optimization and log management / shipping for DR and backup, SSL, software updates / patches, minor updations etc. of the Production Environment during the contract period.
13. The Weekly analysis report on traffic / data profiling needs to be available to the Institute on real time basis at no additional cost.
14. Bidder will be responsible for providing User Training, User Manuals for all types of users (including Administrator role) and Technical Documents. (Softcopy should be digitally signed by project manager of the vendor).
15. Managing the staging and development environment of Software Application at ICSI data center (Noida) for each and every release starting from day 1 of development.
16. Developing / Providing generic solution to cater to the following functionalities:
  - a. Third party providers' i.e. multiple Payment Gateway (with / without login), SMS and Email.
  - b. Adding / Hiding fields in forms / reports.
  - c. Dashboard
17. The solution should be scalable and published / accessible without distortion across the latest three versions / types of browser (IE/Chrome/Mozilla/Safari etc). The home page should have flash animation with configurable contents from image repository / database.

18. The site should be tested against a peak load of One lakh users / transactions on half yearly basis and certified documentation of such test to be provided during the maintenance phase.
19. Dashboards: Use of extensive dashboards to represent the journey of the stakeholders in the form of maps, charts, threshold limits. Individual information showed in different colors in one screen from Foundation to membership with all payments, complaints, study dispatch, everything, analysis of movement of student from one stage to another.  
Sample list of Outputs enclosed at [Annexure A](#) (Fact Sheets).
20. User management / Role profiling: Robust login system/ Secure Log-in allowing stakeholders to access the system as per their roles / authorization thereby having retrieve & reset password facility on email / SMS.
21. Secure Online Payment: Payment of fees with or without login for the existing Student/Member with features such as:
- a. Dynamic Integration with different payment gateways
  - b. Dynamic Integration with different bank challan options
  - c. Dynamic Fee master
  - d. Reconciliation of PG data with bank data on the basis of fee master  
GL code
- The Payment Gateway shall cater to multiple accounts of all offices of ICSI.
22. Provision to cater offline fee payments like cheque, Demand draft, cash, postal orders into multiple accounts spread over offices of ICSI and exception handling
23. Financial reconciliation: Automation of reconciliation with periodic Reports for online and offline payment transactions through various payment gateways, cheque, Demand draft, cash, postal orders etc. into multiple accounts spread over offices of ICSI.
24. The application should be configurable enough to visible / enable certain features / functionalities. Like as Exam Enrolment, Center/Module Change

- Request, Birthday Greetings etc. through control panel with start and end date with proper authorization.
25. On demand scaling options – The firm shall be responsible for integrating Load Balancer (procurement from third party by ICSI) for the new Software Application. Two application servers will be provided by the ICSI in the start and the application system should be scalable to add more.
  26. The vendor has to provide the list of hardware such as Servers etc. that will be required to create the Development, Staging and Production Environment as a part of solution along with the required configuration details. The details must be submitted by the Vendor as a part of Technical Bid.
  27. The application should perform consistently during the peak period. Like as Exam Enrolment, Subsequent registration in next Level after declaration of results with redundancy.
  28. All pages should customize itself to Mobile (compatible with the iOS, Android, Windows). Apps for Software application for all environments.
  29. Help (Animated Guided tour with screen demo on how to use portal, New Users, New Features, Customization of page, Online Validation)
  30. The Software application / SQL should maintain logs and keep a record of events for later verification with search features for readable output. The database should be in Normalized form with proper indexing and exception handling.
  31. The application is expected to allow business users to design and generate reports on the fly. Vendor to propose a mechanism and detail how the proposed application will address the needs of ad-hoc reports.
  32. Workflow : The application (CRM) should preferably have the capability to develop Pictorial Workflow as Multiple departments during life cycle of the stakeholder – Student – (Foundation, Executive, Professional), Training (Trainee, Trainer), Membership (CSBF, Placement)



33. The proposed application should use Social Media and user moderated Discussion Boards. The vendor is to propose how interaction with Social Media can benefit the application. Preferably Integration with Face book, Twitter etc.
34. The software application / processes have to run / interact with stakeholders without or minimal human intervention. To achieve the same all validation controls has to be imbibed in the software with provision to configure the rules.(e.g. City University, State, Country validation,(if Other then adding in the master after approval), cross validation of city/ pin code/ chapter of ICSI)( candidates will be shown the options they deserve)
35. The new Software Application should be able to communicate with the Institute's Sharepoint site for fetching / placing some files (images / documents) and processed afterwards. The firm maintaining a separate file server shall hold the responsibility of data migration to this repository.
36. The software application should be designed in such a manner so that it would cater below listed Strategic Action Points:
- a. Live chat tool before and after login.
  - b. Integrating / Monitoring grievance / call center
  - c. Surveys
  - d. Feedback monitoring with reminders (SMS/Email) based on rules for e.g. standard tasks are expected on monthly / weekly basis.
  - e. Discussion board
  - f. Subject wise Video / PPT repository before / after login with role based access
37. The system should be open to be integrated with any third party application in future.
38. The system should be able to link with existing Files server where contents like Photos, Certificate copy is present.
39. The software application should have the provision to capture attendance of employees from Chapter Offices where Biometric Machine has not been installed, in such as way so that the captured attendance should be approved from respective Chairmen / Executive Officer from that Chapter.

The captured attendance should be in such a format which can be uploaded in ERP.

40. The solution should be up and running within the time period specified by the bidder in the Technical Bid. In case any extension is required bidder should come with genuine reason or else penalty will be levied.

## **Scope of Work / Functionality in Brief Annexure**

### **High Level Requirement for Application Software**

#### **Common features of every Account:**

- My Account Feature for all Stakeholders with all history of transactions / stages and popup alerts for pending
- Grievances Module – Complaint Management, Transfer of complaints, Resolution – option to move resolutions to blog / knowledge bank
- MIS of all Entities / transactions
- Desktop & SMS & Email alerts for failure of any process, database, threshold limit, crash of system
- Journal Subscription
- Privacy Options from open search

The Institute is divided in various verticals at the head office level and has a three tier organizational structure. The verticals provide services to stakeholders who are students and members. The life cycle of the student and members is managed on the following lines:

#### **Students:**

1. Pre-registration – Propagation, Information and handling of repository of interested students, Councilors.
2. Registration – Students may register for various stages (Foundation, Executive, Professional) for distance education or onsite education, uploading of documents by students at the time of Registration only, scope of provisional registration, issue and reconciliation of study material from different stores (Re Order Level) with updation of status on the portal, reconciliation of fees with banks and booking in designated heads, handling paper-wise Exemptions based on higher qualifications/ marks criteria, Scholarship Schemes (through Trust and directly) and its management, Different Syllabus run in parallel, syllabus switchover, Extension of registration, Denovo registration (after 5 years) , Re-registration (after 10 years), National Level Student Competitions and its Management, Provision for Registration & Examination Enrollment of ICLS Students/ ICSA-UK Students/ Full Time Integrated Course Students even

with reduced or no fee, Provision for creation or removal of fees category master based on different category of students, Provision to send instant E-Mail / SMS to the students individually from their Account and integration of communications received through the Feedback / Communication Portal & Grievance Portal with the Student Account, Provision for changing Category / Stage, etc. of the students without seeking fresh registration, Provision for visibility of Advertisements / Announcements on Student Accounts, Unique Registration Number System irrespective of the stage, Placement, Corporate Compliance Executive Certificate Management(Renewal & defaulter & validation)

3. Pre-Examination Process – Enrolment as per conditions, Flexible Examination Form for effecting changes as may be required from session to session, Facility to view of all details like photograph, signature, etc. in the enrollment module, Validation of applications, Integrated Features for dealing with Examination Enrollment requirements like computer training, SIP (or any other requirement), Fees Reconciliation, examination center management or online, OCR and examination conducted by ICSI and different organizations. Provision to provide scholarship to Meritorious Students.
4. Examination Process – Receipt and Issue of Answer Sheets for checking, Attendance, Result tabulation, Cyclic normalization, Merging with past records, Mark sheet, Result Management and Certification. Examination Center Management (Fiscal and Manpower). Faculty / Paper Checker Management (Fiscal and Manpower).
5. Post Registration – Verification, Certified copies, Financial Reconciliation including management of Credit Balances and its utilization.
6. Licentiate – Registration, welcome, Annual Fees to maintain Licentiateship and certification, Defaulter, validation Placement.
7. Training – Pre Training Requirements, Different type of training from onsite to company based training with periodic review, Different syllabus, structure run in parallel. Financial & training data reconciliation at different sites / offices, registration of all stakeholders i.e. students, members, corporate, Exemptions, Shifting from one firms, company / trainer to another and training completion & certification, training placement management PDP Credit hours
8. Student Education Fund Trust from application to refund Mechanism which shall synchronize with the registration module and Meritorious student's scholarship management mechanism.

**Members:**

9. Membership – Pre validation, welcome, Entrance and thereafter Annual Fee and other related fees, defaulter, re-registration / restoration, certification like ACS, FCS, COP, firms, LLP CSBF Fund Management, peer review, journal, elections, convocation, transcript, verification, placement management for members & corporate, campus placement & HR conclave, PCH credit hours, ID card issue.
10. Seamless Synchronization of Student Data, Examination & Training history (with all the supporting documents) with the Membership Data.

**Staff:**

11. Online Recruitment Management Module

**All stakeholders (Students / Members / Others):**

12. Online Store – For Sale of publication, dispatch and tracking, Annual Fee for journals and related complaints.
13. Integration of Feedback / Communication Portal with Student's / Member's Account, Separate Helpdesk / Grievance Portal (Next level) – Online complaint management, Call center, Ledger of complaints maintained for individual, MIS and analysis.
14. Chat / blog / discussion board / surveys on demand, MIS (including Fact Book, All Statistical Reports relating to Registration, Examination Enrollment etc.) and Analysis
15. Financials – Fees received at 70 offices, online, challan to be reconciled at local level and head office level. Ledger for individual maintained, MIS and analysis
16. Seminar Handling with delegate registration, Calendar of event, Fiscal and Faculty Management
17. Task Management with reminder.

**Already available in ICSI:**

Data center at Noida, DR Site at Airoli Mumbai, Firms who conduct online tests for ICSI, Windows Server environment and SQL, Manpower proficient in Ms.net.

## Technical Bid: Part 'C'

### Format of the Proposal Response

In order to simplify the review process and to obtain the maximum degree of comparability, the proposal shall include the following items and be organized in the manner specified on the following pages.

#### I. Letter of Transmittal

A letter of transmittal briefly outlining the vendor's/proposer's understanding of the work shall be submitted. The transmittal letter should also include general information regarding the firm and individuals involved.

#### II. Profile of the Firm

S No	Particular	Response	Reference page no in the Bid Document
1	Company Name		
	Legal Name (if different)		
	Full Mailing Address		
	CIN of the vendor company		
	Service Tax Registration number (if any)		
	VAT (TIN No.) (if any)		
	PAN & TAN of the company		
	Telephone Number		
	FAX Number		
	Web site		
	Years in Business		
	Year of establishment		
	2	Details of Indian Establishment	
Registered Office address			
Year of establishment			
Head of the Indian establishment			
3	Constitution		
	Contact Person		
	Mobile		
4	E-mail		
	Whether registered with Registrar of Companies/ Firm. If so, please furnish details thereof (Attach certificate of incorporation )		

5	Registration with Tax authorities (PAN)		
6	Audited Turnover in last three financial years, i.e. Year 2010-11, 2011-12 and 2012-13.		
7	Number of years installing systems similar to this proposal		
8	Number of sites currently installed using the proposed software /solution		
9	Number of full-time employees		
10	Number of technical/support personnel		
11	Name and details of sub-tenders to be employed in the project.		

### III. Brief Solution Details

S No	Particular	Response	Reference page no in the Bid Document
1	Details of the solution with design and specifications of all entities including back-up arrangement. A project plan must be enclosed with the written details.		
2	Details on how the portal will be managed and monitored on 24 X 7 basis for degradation and SMS configuration for messaging		
3	Gantt Chart of time frame for implementation starting from 0 day. The project report with day wise scheduling and implementation of each component and requisite configuration and customization of the hardware and software		
4.	Platform of development (List of all platforms including integration with existing .net application platform		
5.	Project Co-ordination Plan (Details of Quality of the proposed team which will work on the project management as annexure)		
6.	Process of study (Discover(As Is), Plan(To Be) and Clarify (Strategy for To Be) as per ITIL Standards)		
7.	Risk Identification and mitigation strategies		

**IV. Quality and other Controls Details**

<b>S No</b>	<b>Particular</b>	<b>Response</b>	<b>Reference page no in the Bid Document</b>
1.	<p>Quality Control</p> <ul style="list-style-type: none"> <li>a) Central control for all features (Different admin privilege to different groups)</li> <li>b) CRM Used / features</li> <li>c) Dashboard Used / features</li> <li>d) Reporting tool used / features</li> <li>e) Mobile friendly portal – Full customization for display / hiding of any content on any browser on the mobile. Portal will be made with W3C Guidelines following the accessibility standards, when the users will log in from mobile and mobile friendly version will be shown (which should be compatible with most of the Web/WAP browsing mobiles). Agencies must indicate here whether they shall make the new developed mobile friendly or they will host a separate site for the same with a stripped down version of the few important sections of the software application.</li> <li>f) OS/ SQL/ System configuration., optimization with error capturing, client side validation of all fields, email / SMS generation</li> <li>g) The Software application can be develop using Agile Methodology, Water Fall Model etc.</li> <li>h) Load testing by using win-runner / win loader by simulating 1 lakh users</li> <li>i) Error capturing with auto pop-in Help in flash, animation, balloon help etc.</li> <li>j) Regular Auditing will be done by the vendor on fortnightly basis (for one year) on risk mitigation on DR, code addition, malware and related threats. An audit report shall be made available through automated mechanism on the number of</li> </ul>		



	<p>updates made by any user / administrator between two dates. The audit report will differentiate between deletion, addition and modification.</p> <p>k) Online Training in the form of flash help and manual for Administrative Users of portal as some of the users work from remote offices of ICSI.</p> <p>l) MIS of all incremental changes by the user nodal officer / section wise.</p> <p>m) Response time of up to 6 seconds for user on dial up connection at all times.</p>		
2.	<p>User Experience</p> <p>a) Creation</p> <p>b) Deactivation</p> <p>c) Activity tracking</p> <p>d) Auto Login (Cookie)</p> <p>e) Default Homepage</p>		
3.	<p>a. Security Aspects (ITIL framework)</p> <p>b. Disaster Recovery / redundancy</p> <p>c. Page modification analysis report</p> <p>d. Version Control of application</p> <p>e. Secure FTP, CMS, Telnet,</p> <p>f. Portal to supported on at least three version of browsers (like IE, Firefox, Safari, Google Chrome, Opera)</p>		
4.	Data Analysis tools used for traffic (Dashboards - page wise, traffic wise and others)		
5.	Documentation - Wireframes, Style guide, Deployment Guide, Technical Documentation, Troubleshooting Document, User Manual / Documentation		
6.	Do Not Disturb (DND) for bulk mail and bulk SMS and an interface for handling bulk SMS and Email		

**V. Technical Evaluation Matrix**

<b>Sl. No.</b>	<b>Criteria</b>	<b>Level</b>	<b>Score</b>	<b>Bidder's response (Please tick the applicable option / grade yourself)</b>	<b>Max Score</b>
1	No. of years the bidder is in operation	=5 years	0		3
		>5 years	3		
2	Average Annual Turnover over the last 3 Financial Years	=INR 10 Cr	3		10
		>INR 10 Cr and <=100 Cr.	5		
		>INR 100 Cr and <= 500 Cr	7		
		> 500 Cr	10		
3	Technical Team Size	Less than 100	2		7
		>=100	7		
4	Quality certifications	ISO/equivalent certificate	3		10
		ISO/equivalent certificate & CMMi level 3 certificate	5		
		ISO/equivalent certificate & CMMi level 4 certificate	7		
		ISO/equivalent certificate & CMMi level 5 certificate	10		
5	Number of Web Based application software developed and implemented in the last 5 years for Government / PSU / Statuary / Institutions of Higher Education / Universities / Large Corporates of cost more than Rs 25 lakhs.	=>3 projects and <5 for	5		10
		=>5 projects and <10	7		
		=>10 projects	10		

6	Understanding of requirement, Proposed Solution, Methodology and Work Plan, Adequacy of the proposed work plan and methodology in responding to the RFP / technical presentation		15		15
7	Proposed CRM tool **	Product based	20		20
		Customized	10		
8	Proposed Dashboard tool **	Product based	5		5
		Customized	0		
9	Proposed Report writer** tool	Customized report generation tool	5		13
		Generalized report generation tool	13		
10	Clients (similar projects) interactions / visits / feedback	Feedback from existing clients	2		2
11	Technologies Used for client	Agile/Scrum	1		1
12	Development to be completed within	6 months	4		4
		9 months	2		
		1 Year	1		

\*\* CRM evaluation will be based on ease of configuration, availability of free enhancements, security features, cost of unit license (if any), database license costing, performance, acceptability in market (market share).

Dashboard evaluation will be based on ease of configuration, availability of free enhancements reports, security features, cost of unit license (if any), database license costing, performance, acceptability in market (market share).

\*\* Report writer tool evaluation will be based on ease of configuration, availability of free enhancements, security features, cost of unit license (if any), database license costing, performance, acceptability in market (market share)

\*\* More features with less cost will be given higher grade.

**VI. Details of the similar projects executed in India.**

Sl. No.	Project	Project executed for (Name of the organization with address, phone numbers etc.)	Nature of work in brief	Location of the work	Actual value of the Project	Stipulated time for completion	Actual time taken for completion

NOTE: Copies of satisfactory completion certificate obtained from the client shall be enclosed. Use separate sheet for each project giving details as per the above format.

**VII. Key personnel permanently employed in organization:**

Sl. No.	Name	Qualifications	Experience	Particulars of Project done	Employed in your firm since	Any other details

**VIII. Client Reference:**

To be a qualified proposer, the vendor must include three (3) references with similar systems installed in your proposal response. Preference will be given to vendors with references for implementations at organizations most similar to the ICSI. References will be contacted - please verify information before submitting. Information to be included in the reference is:

Particular	Response
<b>Organization Name</b>	
<b>Address</b>	
<b>Type of Business</b>	
<b>Contact Person</b>	

<b>Telephone and Fax #s</b>	
<b>Dates of Installation</b>	
<b>Description of system</b>	

**Declaration:**

- a) We confirm that he/she is authorized to obligate the represented firm and further agrees with all terms, conditions, and requirements of the ICSI's Request for Proposal.
- b) We have no objection if enquiries are made about the work listed by us in the accompanying sheets / annexure.
- c) We agree that the decision of the ICSI in selection process will be final and binding on us.
- d) We confirm that we have not been barred / blacklisted / disqualified by any Regulators / Statutory Body in India and we understand that if any false information is detected at a later date, the assignment shall be cancelled at the discretion of the institute with penalties / damages recoverable in cases of any loss incurred.
- e) All the information furnished by us here in above is correct to the best of our knowledge and belief.

Place:

SIGNATURE OF THE APPLICANT

Date:

NAME & DESIGNATION WITH SEAL OF ORGANISATION

**Commercial Bid: Part 'D'**

S No	Activity	Cost INR in figures (Inclusive all Taxes)	Cost INR in words (Inclusive all Taxes)
1.	Design / development / implementation of Software application		
2.	Digital signature Implementation cost. Some forms like ACS membership, COP request etc required digital signature before uploading and validation		
3.	Annual Maintenance Cost after implementation and warranty period with onsite one Technical coordinator		
4.	Annual Maintenance Cost after implementation and warranty period with offsite Technical coordinator		
5.	Manpower per day cost to cater any additional requirements beyond the scope of Work within Warranty / AMC period.		

The breakup of costing as above is only to ensure that during the currency of the contract the services of the firm may be taken for the respective head at a predefined costing at the discretion of the ICSI.

Place:

SIGNATURE OF THE APPLICANT

Date:

NAME & DESIGNATION WITH SEAL OF ORGANISATION

**Proposed Service Level Agreement for Design, Development and Maintenance  
of Software application project: Part 'E'**

This Agreement dated ----- is made by and between a company incorporated under the Companies Act 1956, with its registered office located at \_\_\_\_\_ and with its corporate office located at \_\_\_\_\_ represented by ..... authorized vide Board Resolution dated..... (hereinafter appropriately referred to as "**Service Provider**" which term shall include its successors and permitted assigns), of the **One Part**

And

**The Institute of Company Secretaries of India, a Statutory body constituted under the Company Secretaries Act, 1980** having its head office at ICSI House, 22, Institutional Area, New Delhi – 110 002 represented by ----- (hereinafter referred to as "**ICSI**") which term shall include in its successors and permitted assigns of the **OTHER PART**

WHEREAS:

**Service Provider** is willing to provide **ICSI** with the Services for Design, Development and Maintenance of Software Application in accordance with the terms and conditions of this Agreement;

**NOW THEREFORE**, in consideration of the mutual promises set forth below, and in the Attachments hereto which form an integral part of this Agreement, the Parties hereby agree to the following:

**1. SERVICES TO BE PROVIDED**

Service Provider (vendor) shall provide services of development and maintenance in accordance with the specifications set forth in this agreement and the tender hereto:

Provide development and maintenance and coordination services for the Software Application and related work Information Technology Infrastructure (including application software, training, hand holding and data preparation including preventive maintenance benchmarking and generating reports as mentioned in the tender.

2. The whole work included in the Tender shall be executed by the Bidder and the Bidder shall not directly or indirectly transfer assign or sublet the contract / work or any part thereof or interest therein without the written consent of ICSI.
3. In case any work for which there is no specification in the tender, such work shall be carried out in accordance with the directions of the ICSI without any extra cost to the Institute.
4. There may be 20% variation in the scope of work at discretion of the ICSI.

**5. TERM**

The term of this Agreement shall be two years beginning on the date of this Agreement or one year from the date of acceptance of the portal to ICSI whichever is later. After the initial term, the SLA may be renewed each year for an additional twelve (12) month period as per mutual understanding between Service Provider and ICSI.

**6. CONTRACT PERIOD**

The period of the contract shall be initially for two (2) years from the effective date of Service Level Agreement (SLA) out of which the development and implementation period will be accounted for as per the Time Schedule to be proposed by the Vendor in the Technical Bid and the warranty period will commence immediately from the date of acceptance of the implementation of the project by the Institute and the same will continue for one year. If the Vendor could complete the development, implementation and warranty period before two years then the contract by default will come to an end. But if the Vendor could not complete the development, implementation and warranty period within two years then the contract period will be treated as extended by default till the warranty period is over and all the terms and conditions of the Tender, Work Order and SLA will be binding on the Vendor during the extended period. Further AMC of the project will be subject to the yearly assessment / appraisal of the performance of the Bidder / Vendor for the previous year by the ICSI. If Bidder / Vender's performance is not found satisfactory, the ICSI may terminate the agreement by giving 15 days notice otherwise the agreement will automatically stand valid. Decision of the ICSI in this regard shall be final.

After the initial term, the ICSI reserves the right to its sole discretion to extend the contract for another one year subject to maximum three (3) years on the same terms and conditions in writing as per mutual understanding between the parties subject to the condition that the project has been successfully implemented and one year mandatory warranty support period of the project



has been completed. The SLA will be applicable for development, implementation and maintenance phases. Project will only be deemed as complete on completion and implementation of all entities. Bidder / Vendor shall have no right or claim for the extension of the contract in any circumstances and decision of the ICSI shall be final and absolute.

## **7. Security Deposit**

The Bidder 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. 3,00,000/- (Rupees Three Lakh only), out of which, the EMD of Rs. 2,00,000/- (Rupees Two Lakh only) shall be converted into security deposit and the balance of the security deposit amounting to Rs. 1,00,000/- (Rupees One Lakh only) shall be provided by the Bidder through an irrecoverable Bank Guarantee from any Nationalized Bank in favor of the Institute of Company Secretaries of India. No interest will be payable by ICSI on the EMD / Security Deposit, so held. The Bank Guarantee shall be valid for the complete life cycle of the project including maintenance phase. The Bank Guarantee will be submitted by the bidder initially for a period of two (2) years and will be extended afterwards by the bidder on the basis of the progress of the project. The Bank Guarantee shall be submitted by the bidder within 15 (fifteen) days of the award of the work.

In case of contravention of any of the terms and conditions as stated in the tender documents or if the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of the tender or bidder fails to execute the work as per the Tender/Work Order / SLA or fails to deliver the satisfactory performance during the period of contract, or fails to execute agreed Service Level Agreement (SLA), the ICSI shall have the right to invoke the said Bank Guarantee and shall also forfeit the EMD amount of Rs. 2,00,000/- (Rupees Two Lakh only) being part of the security deposit. Such decision of the ICSI shall be final.

## **8. TIME - ESSENCE OF CONTRACT**

The time allowed for completing the work under tender / SLA and handing over the same shall be of the essence of the Contract and shall be strictly observed by the Bidder / Vendor. The Work shall proceed with due diligence until Final Completion. For delay, Bidder / Vendor shall be liable to pay penalty and/or liquidated damages as decided by the ICSI and such decision of the ICSI shall be final.

- 9. ICSI reserves the right of accepting the tender in whole or in part without assigning any reason and such decision shall be final. The part acceptance of the tender shall not violate the terms and conditions of the Tender / contract**

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

10. The acceptance of a tender shall rest with the ICSI. ICSI does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any reason(s) whatsoever and any notice to Bidder. Non acceptance of any tender shall not make the ICSI liable for compensation or damages of any kind. ICSI further reserves the right to accept a bid other than the lowest or to annul the entire bidding process with or without notice or reasons. Such decisions by ICSI shall be final and bear no liability whatsoever consequent upon such decisions.

## **11. TERMINATION**

ICSI without prejudice to any other remedy and rights, reserves the right to cancel / terminate the tender / Work Order / Service Level Agreement (SLA) in whole or in part by giving at least seven days' prior written notice thereof in case Bidder / Vendor fails to honour his bid / Work Contract / SLA or found guilty for breach of condition /s of the tender documents / Work Order / Service Level Agreement (SLA) or negligence, carelessness, inefficiency, fraud, mischief, misappropriation or any other type of misconduct by such Bidder / Vendor or by its employees, staff, agents, representatives etc. or by any other person directly or indirectly employed by him.. In such case of termination, the ICSI will have the right to put in place any other agency for carrying out the remaining work. Any extra expenditure shall be adjusted from Bank Guarantee / Security Deposit and / or shall be recovered from the Bidder / Vendor.

The ICSI also cancel / terminate the tender / Work Order / Service Level Agreement (SLA) in whole or in part for its convenience at any time for any reasons, by giving the Bidder / Vendor at least seven days' prior written notice thereof. However, the notice period may be extended by mutual agreement till alternate arrangements are made. Further, any pending or unresolved service, function, task, performance, unpaid fees and any other remedies shall continue by the parties during the period of termination notice and the same must be satisfied before the tender / Work Order / Service Level Agreement (SLA) is cancelled / terminated.

In such cancellation / termination the tender / Work Order / Service Level Agreement (SLA) / or curtailment of the work by the ICSI, the Bidder / Vendor shall have no claim to any payment or compensation whatsoever on

account of any profit or advantage, which would have derived by it from the execution of the work in full, but which he did not derive in consequences the full amount of the work not having been carried out, neither shall he have any claim on compensation / damage for the loss suffered by him by reason of cancellation / termination of the tender / Work Order / Service Level Agreement (SLA) and of any alterations having been made by the ICSI in the original specification or the designs and instruction which shall involve any curtailment of the work contemplated. However, the ICSI shall pay the Bidder / Vendor such portions of the Work as are due and properly invoiced under the provisions for final payment for Work performed prior to termination. In no event, shall the total payments made to the Contractor exceed the Contract Price.

## **12. BLACKLISTING**

The ICSI without prejudice to any other remedy and rights, reserves the right to blacklist the Bidder / Vendor for a suitable period in case he fails to honour his bid / Work Order / Service Level Agreement (SLA) or found guilty for breach / violation / contravention of terms(s) and condition(s) of the tender / Work Order / Service Level Agreement (SLA) or negligence, carelessness, inefficiency, fraud, mischief, misappropriation or any other type of misconduct by Bidder / Vendor or by its staff, agent, employee or officer etc. or by any other person directly or indirectly employed by him.

**13.** Whenever under this tender / Work Order / Service Level Agreement (SLA), any sum of money is recoverable from and payable by the Bidder / Vendor, the ICSI shall be entitled to recover such sum by appropriating in part or in whole from the security deposit / bank guarantee / earnest money deposit of the Bidder / Vendor. In the event of the security deposit / bank guarantee / earnest money deposit being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Bidder / Vendor or which at any time thereafter may become due to the Bidder / Vendor under this or any other tender / contract with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the Bidder / Vendor shall pay the ICSI on demand the remaining balance.

**14.** The personnel(s) employed / hired / engaged (permanent / regular / casual / contractual / temporarily / daily wagger or whatever be the status / name) by the Bidder / Vendor for the execution of work as provided under this Tender, shall not be employee / officer of the ICSI for any purpose. None of such

person of the Bidder / Vendor shall have any right to claim anything against the ICSI.

## 15. CONSIDERATION

16. In consideration of services being rendered by the Service Provider under this Agreement, ICSI shall pay an amount of Rs. \_\_\_\_\_ (all inclusive) during the term of this Agreement. Payment terms by ICSI shall be made in accordance with the table as listed below. The source code must be delivered to ICSI from milestone four (4) onwards. The source code should be compliable and executable at the ICSI level.

<b>SNo</b>	<b>Project Milestones</b>	<b>Payment Schedule</b>
1	Project Inception	NIL
2	Approval of System Requirement Specification (SRS) document containing detailed requirement capture and analysis including database design, functional requirement, Interface Specifications, application security requirements	10%
3	Approval of Conference Room Pilot 1 of Developed system (UAT - I)	10%
4	Approval of Conference Room Pilot 2 after including the user input in Conference Room Pilot 1 (UAT - II)	10%
5	Approval of Released System for testing after including the user input in Conference Room Pilot 2	10%
6	Approval of Integrated System Testing Report	10%
7	Approval of Training Manuals, Systems Administration Manuals, User manuals, Installation Manuals, Operational Manuals, Maintenance Manuals	5%
8	Admin, technical and user training	5%
9	Approval of Final Roll out and submission of complete source code to ICSI	20%
10	Post Implementation Support for one year	20%

## **17. ICSI RESPONSIBILITIES**

To facilitate **Service Provider's** provision of Equipment and Services, **ICSI** agrees to perform the following obligations:

- 17.1 Access: **ICSI** shall grant access at all times to Equipment, related sites, office areas and other facilities to Service Provider and its authorized representatives, subject to ICSI's reasonable security restrictions. **ICSI** shall arrange for permission for access to offices of third parties for purposes of carrying out the work to be performed for use of existing web server in co-located location.
- 17.2 Project Contacts: **ICSI** designates Director, Information Technology as the responsible person representing ICSI's management for the Project. One nodal officer of each department shall represent the departments in all aspects of the provision of contents.

## **18. SERVICE PROVIDER RESPONSIBILITIES**

### 18.1 Services

The services provider will depute development team (minimum two persons) and one coordinator familiar with the technology in developing the Software application, during development at one central location at Noida he/she will be responsible for all coordination with the help of other teams of the Service Provider.

### 18.2 Maintenance Service

Service Provider shall keep portal operating for all days on behalf of the Institute. The Service Provider personnel contacts, telephone numbers, and other procedures of fault reports like call escalation processes, data bases with historical information will be made available by Service Provider to the ICSI within 7 days of the acceptance of the site by ICSI. In case of default in any or all of the mentioned conditions, the penalty of Rs.500/- per day or part of the day will be levied on Service Provider by ICSI.

In case, there is any breach in the security from external threats including Denial of Service Attacks (DoS) / Distributed Denial of Service Attacks (DDoS) malware, the penal provisions will be Rs. 10,000/- (Rupees Ten Thousand Only) (except for DoS/DDoS attack) and in addition Rs. 5,000 per two hours for all cases including DoS and DDoS, till the time remedial action is taken by the vendor.

### 18.3 Corrective Maintenance

In accordance with the terms of this Agreement, Service Provider shall perform corrective maintenance on the Software application / network for all components as provided and implemented by service provider. Service Provider shall maintain equipment using the procedures of corrective maintenance as required:

- a) Reconfigurations of the system /portal (as and when new updates of software version are released) by the Service Provider
- b) If any new technological updations are duly taken care by the vendor without the permission/approval of the ICSI, such incidents can be ratified during the monthly reporting and the financial grants subject to those incidents shall be at the discretion of the Institute on equitable basis.

For the applications/ portal supplied by Service Provider, the fault should be resolved addressed as per below matrix. In case of default in any or all of the mentioned conditions, a penalty of Rs. 1000/- per incident per day will be levied on Service Provider.

Defect Severity	Defect Report / Acknowledgement	Temporary resolution or workaround *	Permanent resolution*	SLA Adherence
Critical – Severe defect that renders application completely unavailable	2 hours(All Days)	24 hours	48 hours	100%
High – Major defect on the application’s core functionality however manual work around is available/in place.	2 hours (Business) 4 Hours (Non - Business)	24 hours	72 hours	95%
Medium – Defect on non-critical module or feature of the application. Manual work around may or not be in place	4 hours (All Days)	48 hours	96 hours	90%
Low – Cosmetic or UI related defect that does not impact the functionality of the application or affected module	24 hours (Business only)	NA	<b>Change Management Process</b>	95%

\* If there is a dependency on third party for resolution/analysis/deployment, their turnaround time will be added to this.

\* Low – Cosmetic or UI related defect that does not impact the functionality of the application or affected module will be managed through Release Management Process.

#### 18.4 Preventive Maintenance

Service Provider shall perform preventive maintenance for the web site for all components provided and implemented by Service Provider. The preventive Maintenance includes normal checks on a monthly basis to check the quality of the performance of the against benchmark test. The preventive maintenance means benchmarking and generating reports pertaining to satisfactory through put in the network once in a fortnight during the warranty period. In case of default of any or all of the mentioned conditions a penalty of Rs.1000/- per day or part of day will be levied on Service Provider.

#### 18.5 Service Calls

Service Provider will configure the Web Servers / services such that the fault is communicated immediately their firm and designated official of ICSI through SMS or / and E-mail. Service Provider will record necessary action taken till the rectification of such fault and till due acknowledgment taken in writing from concerned representative of ICSI. Monthly MIS of all such faults to the action taken closing date and time will also be provided by Service Provider on the first working day of the next month by 11:00 AM. In case of default in any/ or all of the above conditions, the penalty of Rs.500/- per day or part of the day of the delay will be levied on Service Provider. The replacement / addition / removal of manpower deputed at ICSI will be with the prior approval of ICSI. Confidentiality of the data and information/records of the ICSI will be maintained by the deputed staff of Service Provider and in case of failure of maintaining the same, Service Provider will be fully responsible. Service Provider will be responsible for any act of omission or commission on the part of its employees.

### **19.FORCE MAJEURE**

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

delay except where such delay is beyond the reasonable control of the supplier concerned.

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

## **20. CONFIDENTIALITY**

Bidder / Vendor shall not use or disclose any Confidential Information of the ICSI except as specifically contemplated herein. For purposes of this Tender "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.

## **21. INDEMNITY**

The Bidder shall indemnify, defend and hold and keep indemnified, the ICSI from and against all actions, suits, decree proceedings, claims, damages, compensations, costs, expenses, liabilities and demands brought or made against the ICSI in respect of any matter or thing done or omitted to be done by the Bidder / Vendor or its employees, workmen, representatives, agents, servants or suppliers in the execution of or in connection with the Work or the Bidder's performance under this Tender and against any loss, compensations or damage to the ICSI in consequence of any action or suit or proceedings being brought against the Bidder or its employees, workmen, representatives, agents, servants or suppliers for anything done or omitted to be done in execution of the Work under this Tender, including but not limited to non-compliance with the applicable laws, rules, regulations and directions, orders etc. of the government and local authorities, not obtaining the relevant licenses and permits, infringing any patents rights.

## **22. INDEPENDENT CONTRACTOR OR SUBCONTRACTOR**

The relationship of **Service Provider** to **ICSI** under this Agreement shall be that of an independent contractor.



## **23. ADDITIONAL CONDITIONS**

### **23.1 Complete Agreement:**

This Tender and Agreement and all of its Attachments [and Annexures] constitute the complete Agreement between the Parties and replace any written or oral Agreement or understanding with respect to the subject matter. Changes, amendments or interpretations of this Agreement shall be valid only if they are in writing and signed by both parties, except that each Party may make a change of domicile or change of the name of the person to whom notifications shall be sent. This notification shall be made through a written document to the other Party to this Agreement.

### **23.2 Non Waiver:**

Failure to exercise by either party of any right under this Agreement in one or more instances shall not constitute a waiver of those rights in another instance. Such waiver by one Party of any of the rights established herein shall not be considered as a waiver of another right established herein.

### **23.3 Notifications:**

All notifications or notices related to this Agreement shall be made in writing and shall be effective when they are delivered personally or sent by registered mail to the addresses indicated in this Agreement. Any change of Address should be notified.

### **23.4 Headings:**

The headings used in this Agreement are for purposes of convenience only and shall not control the language or meaning of the provision following.

### **23.5 Precedence:**

In the event of any ambiguity or doubt or dispute on the terms and conditions applicable the order of precedence for the purposes of resolving such ambiguity, doubt or dispute shall be:

- (1) The Tender
- (2) This Agreement
- (3) The Attachments
- (4) The Purchase Order

## **24. CONFIDENTIAL INFORMATION**

- a) During the term of this Agreement and thereafter, any disclosing party's Confidential Information received by the receiving party, under and by virtue of this Agreement, shall be maintained in the strictest confidence

and trust and shall not be disclosed to a third party without the prior written consent of the disclosing party, unless such information is required to be disclosed in pursuance of the order of a competent court, tribunal or other regulatory authority exercising valid jurisdiction, in which case the party required to make the disclosure shall promptly notify the other Party of such disclosure.

- b) Provided that upon the expiration, cancellation, or termination of this Agreement, each party shall, upon the written request of the other party, return or destroy, to the satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.

## **25. ARBITRATION**

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

## **26. PENALTIES**

The firm will bear full responsibility for delay of any nature in the project timelines.

The timelines as provided by the ICSI is to be strictly followed for each and every activity. In case, the firm fails to adhere to the timeline submitted in the technical bid / or as approved by ICSI, a penalty of Rs. 500/- per day will be levied. Total grace allowed in the project is thirty (30) days. In case, it is justified by the firm and approved by the Institute that the delay is on account of the any inaction on the part of the Institute and written communication has been provided to the Institute on this account, the penalty will not be enforced. Total Penalty in any case can't exceed 10% of the total project cost. In case of delay beyond 180 days in design, development and implementation the Institute reserves the right to terminate the project and recover the cost paid plus damages (capped at a upper limit of the total cost of the project) from the Bank guarantee / security / EMD / other measures

## **27. DELIVERY AND ACCEPTANCE**

Mode of delivery for the deliverables specified will be clearly specified by the bidders in their proposal.

Deliverables will be formally accepted after ICSI certifies acceptance of the deliverables and recommends for payments to the bidder within thirty (30) days from the date of submission of the deliverables. ICSI would generally not take more than four weeks for the acceptability of the deliverables. Any queries with regard to the deliverables will need to be answered by the bidder within a week.

## **28. Documentation**

The selected firm shall provide the following documentations in digitally signed soft copies (in USB, CD):

1. Application Architecture Document.
2. Detail Project Plan
3. Fortnightly progress reports
4. System Requirement Specification (SRS) document containing detailed requirement capture and analysis including functional requirement, Detail Design Document, Interface Specifications, application security requirements.
5. Complete Source Code with documentation.
6. Test Plans and Test cases (including Unit Test Plan, System/Integration Test Plan, User Acceptance Test Plan, Security Test Plan, Load Test Plan)
7. Training Manuals
8. Systems Administration Manuals
9. User manuals
10. Installation / Deployment Manuals
11. Operational / Functional Manuals
12. Maintenance / Troubleshooting Manuals
13. Security policy and procedure for Portal including Password security, logical access security, operating system security, data classification, and application security and data backups.

Documents mentioned from Sno. 7 to 13 should be provided in two stages

1. Before Training (payment milestone 7)
2. After Rollout (payment milestone 9)

## **29. Security Audit**

It is the responsibility of the selected bidder to get the security audit of the portal and should share the complete details of the audits along with copies of all communication and bug reports / removal, written or otherwise.

### **30. Inspection and Testing**

The inspection of installation of services shall be carried out to check whether the services are in conformity with the mentioned in the tender. The bidder will test all operations and accomplish all adjustments (tuning) necessary for successful and continuous operation of the systems to the satisfaction of the ICSI.

The acceptance test will be conducted by ICSI or any other person nominated by ICSI, at its option. There shall not be any additional charges for conducting acceptance tests. All software should be complete. The bidder shall maintain necessary log in respects of results of the tests to establish to the entire satisfaction of ICSI, the successful completion of the test specified.

### **31. Copyright**

Any software, hardware, data, awards, certificates, patent, etc. shall be absolute property of ICSI. The Successful bidder will transfer to ICSI all Intellectual Property Rights in the Software developed. The bidder shall relinquish to ICSI source code of the developed portal within fifteen (15) days from the date of acceptance of the system. The source code supplied to ICSI shall at all times be a complete, accurate, and up-to-date copy corresponding exactly to the current production release of the software.

### **32. Operational Acceptance**

Successful completion of the contract will be gauged through a series of formal acceptance tests performed on all aspects of the system/sub systems:

In the go-live phase, Bidder will have to manage and roll out a beta stage where the system will be made available and restricted only to the users in ICSI through an appropriate mechanism on the web, and conduct user acceptance testing of the System based on test cases developed by the Bidder in consultation with ICSI and validated by ICSI. Based on the test results, required changes will be carried out and tested. Post this, ICSI portal will be officially launched and operational acceptance will be complete.

### **33. Unit Test and System integration test**

1. Each module or Component should be fully tested independently before integration.
2. All specified functionality should exist. This testing verifies the as-built program's functionality and performance with respect to the requirements for the software product.
3. All System functions that are accessed through menus should be tested
4. After each module has been fully integrated to create a larger system, each module or sub-module must have a defined interface which will be used to call another program component.

5. Measuring response time, throughput and availability of Application.

### **34. Complete System Acceptance**

At the end of the System Acceptance period, ICSI will acknowledge complete system acceptance in writing to the successful bidder upon completion of the following:

1. All of the required activities defined in the bid document including all change requests agreed by ICSI and delivered by the vendor and accepted by ICSI.
2. All the requisite documentation as defined in this bid document including all changes agreed by ICSI and delivered by the vendor and accepted by ICSI.
3. All required training as defined in this bid document and delivered by the vendor and accepted by ICSI.
4. All identified shortcomings/defects in the systems have been addressed to ICSI's complete satisfaction.
5. In order to accept the system, ICSI must be satisfied that all of the work has been completed and delivered to ICSI's complete satisfaction such that all aspects of the system perform acceptably. The functional / logical acceptance of the system will only be certified when the proposed system is installed and configured according to the design and that all the detailed procedures of operating them have been carried out by the Bidder in the presence of ICSI staff.

### **35. Training**

The successful bidder shall provide the following training:

1. Overview of the portal and Online forms to all ICSI users
2. A detailed technical demonstration to the IT team

### **36. Operations and Maintenance**

The Successful bidder shall maintain and Support the supplied software for a period of ----- years after the successful operational acceptance, including:

1. Maintenance for the portal.
2. Resolution of errors/bugs (if any), software updates.
3. Deploy adequate Technical Personnel to maintain the Portal as per the service level requirements

### **37. LIQUIDATED DAMAGES**

If the Vendor fails to complete the implementation of full-fledged system within the period specified in the purchase order, ICSI, shall without prejudice to its other remedies, deduct as liquidated damage 1.0(one) percent of the

price of the delayed goods/services for every week of delay or part thereof. Completion of Implementation means the successful working of the System in live environment up to the satisfaction of the users and issue of written acceptance by the ICSI.

### **38. Jurisdiction**

All disputes arising out of at any time, in connection with construction, meaning operation, effect, interpretation or out of the contract or breach thereof this contract are subject to the jurisdiction of Courts in Delhi.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the day and month and year first written above.

**FOR SERVICE PROVIDER**

**FOR ICSI**

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

NAME:

NAME:

DESIGNATION:

DESIGNATION:

DATE:

DATE:

In presence of

1.

2.

## Detailed Existing system Annexure: Part 'F'

### Student Services-Annexure I

Name of The Department	No. of Screens	No. of Reports		No. of Processes
		MIS Reports	Detailed Reports	
Registration unit	15 (approx)	90	10	16
Enrollment Unit Student Services	77	143	30	45

1. Student Registration (Before or After Login)  
Foundation and Executive (Without Login), Professional with Optional Subject (After Login)
2. Facility to Reset/ retrieve password (Without Login)
3. Facility to upload photo/signature/ documents online (After Login)
4. Facility to Download E Identity card, Letters (Registration, Denovo, Professional etc.)
5. Various Student's requests like Denovo, Extension, Switch Over, Exemption, Exam Enrollment, Registration Cancellation Request, Addition / Modification of personal, professional and academic details along with uploading of documents, Monthly Magazines, Study Material Request, Change of Centre/Module/Medium/Optional Subject, Transcripts Requests etc. The above requests should follow completed approval process.
6. Student's Status (Before or After Login)
  - a. Overall Status - Stage wise (After Login)

- b. New Registration Status with the search option of Transaction No./Payment ID/ Application No./ Date of Birth/ Email Id/ Mobile No (Without Login)
- c. Student's Enrollment Status (Without Login)
- 7. Generation of payment Acknowledgment receipt (with or without Login)
- 8. Facility to check list of Unsuccessful Transactions (After Login)
- 9. Payment Refund Guidelines and Transaction Guidelines (After Login).
- 10. Facility of online registration for ICLS, ICSA UK London Students (Registration without payment), Integrated Course.
- 11. Provision to upload Documents by the students prior to the payment (Without login). Document upload process should come first before making payment during Registration.
- 12. Option for changing the Stages (Foundation to Executive or vice versa) / Qualification (Commerce to non commerce or vice versa) / Categories taking into consideration their respective fee amount.
- 13. Provision of refunding excess fees through online mode only.
- 14. Student should be able to retrieve the username by using Payment ID/Transaction Number/ Security Questions.
- 15. An automatic Email needs to be sent to respective user once any remarks for noncompliance of Registration Process is been marked by Approval Team
- 16. Option to check the list of Students to whom chartered secretary subscription has been sent.
- 17. Option to edit or re insert the remarks(After Login)
- 18. Any changes made by student in their profile should be traceable.
- 19. Re Registration facility (After Login).
- 20. Facility to Grant Computer training exemption on the basis of work experience and ICWAI through online mode. (After Login).
- 21. Fee Refund process for handling Student Education Fund Trust Program (SEFT).
- 22. SIP (Student Induction Program) information should reflect in Student Profile.
- 23. Provision for handling request of Overseas Students.



24. Facility of Dynamic generation of various reports as is available in existing systems (may be Studied and Captured by the Vendor) through a generic report writer. The Reports as such may be categorized as MIS Reports and reports based on one or more parameters such as Category, City, Chapter, Region, Qualification, Gender, Occupations, and Religion etc. The report writer should also facilitate the control break reports.

### **Exam Enrolment (Pre)**

1. Organize Centre /Sub centers.
2. Initial Setup.
3. Rejection process
4. Roll number generation
5. Centre breakup.
6. E-Admit card.
7. Change of enrolment information – (centre, group, syllabus, medium etc)
8. Result updation.
9. Seating arrangement report/ Centre wise summary report/rejection report / Roll Number Range Report
10. Time table integration.
11. Data extraction / Data port from examination
12. Managing data in history.
13. Dishonor case handle.

### **Exam Enrolment (Post)**

1. E-Result Publish
2. E-Mark sheet
3. Duplicate Mark sheet
4. Verification of Marks
5. Certified Copies

### **Student's Training Requests**

1. 15 Months Training with Company
2. 15 Months Training with CS in Practice
3. 3 Months Training with Company

4. 3 Months Training with CS in Practice
5. 15 Months Training with Stock Exchange

### **Results Maintenance**

1. To maintain the results of past two examination sessions.
2. To send the result to the Student mail ID's
3. The print link to be provided on each of the results page.

## **Members Services- Annexure II**

**No. of Screen/Reports/Process for Membership Module: 250 (Approx)**

### **1. Member's Search**

Search on Membership No., City, Organization, name, first name, last name, gender, qualification, age and so forth.

### **2. Provision for Automatic Password Generation**

### **3. Manage Profile - Manage Account (all attachments should be mandatory)**

1. Account Summary
2. Request for CSBF Membership
3. Request for FCS Membership
4. Restoration of Membership (year wise fees should display)
5. Removal of Membership
6. Application Status/ Registration Number Request for ACS Membership
7. Credit Hours Certificate(Automatic conversion from ACS to FCS)
8. Duplicate Acknowledgement
9. Letters(with signatures ) with approval system
10. Miscellaneous Query/ Request for Duplicate Letters ;change of address with drop down selection criteria for chapters; Photo signature upload
11. List of Unsuccessful Transactions
12. Payment Refund Guidelines
13. Payment Transaction Guidelines
14. Request for Monthly Journal
15. Request relating to Certificate of Practice(form D should be mandatory)
16. Request for Firm names (Existing firm names should be displayed some message should display for duplicate entry)
17. Request for Sole Proprietorship ((Unique identification number should be given automatically)
18. Request for Partnership (Unique identification number should be given automatically)
19. Member Training Requests
20. Placement (For Registration for Availing Placement Services)
21. Placement Vacancies (Advertised Vacancies)
22. Submit your Industry Type)
23. Membership Defaulter process/cp process
24. Fee collection for default members.
25. Facility of Dynamic generation of various reports as is available in existing systems (may be Studied and Captured by the Vendor) through a generic

report writer. The Reports as such may be categorized as MIS Reports, Letters, Labels and reports based on one or more parameters such as Region, Chapter, State, City, Pin, Age, Gender, occupation, qualification etc. The report writer should also facilitate the control break reports.

### **LICENTIATES**

1. Registration/Renewal/Change of Address
2. Defaulter Process
3. Licentiate to Members conversion option
4. Dynamic generation of reports for MIS, Letters, Labels and list (base parameters, Region/Chapter/State/City/Pin/Age/Gender etc)

### **CSBF**

1. Registration/Nominee updation
2. Financial Assistance
3. Dynamic generation of reports for MIS, Letters, labels and list (base parameters, Region/Chapter/State/City/Pin/Age/Gender etc)
4. Non CSBF reports (base parameters, Region/Chapter/State/City/Pin/Age/Gender etc)

### **Training Cell**

1. Registration of Students eligible for Training.
2. Capturing of Training data of students including sponsorship certificate details, completion certificate details, exemption details etc with electronic-letter confirmation.
3. Capturing of Corporate/Companies/PCS data registered for imparting training along with their vacancies along with approval system for making them Active/Dormant.
4. Search option to Student/Companies for imparting/providing training to apply/recruit respectively with an approval system.
5. Dynamic generation of reports for MIS, Letters, labels and list (base parameters, Region/Chapter/State/City/Pin/Company/PCS/Training Status (undergoing/complete)/Age/Gender/Qualification etc)

### **Credit Hours**

1. RO/Chapter login
2. Add/Modify/Delete Credit hours of specific member.
3. Closing and opening of New Block years.

4. Display of Individual Credit hours Certificate.
5. RO/Chapter wise reports/complete or Incomplete Mandate credit hours report

## **Placement Cell**

**Integrated Software driven process for Placement that can be implemented at Regional Office and Chapters Level (preferably upto A Grade) is the objective of the Institute.**

### **1. Creation of Company database**

Registration of Companies for Placement and posting of vacancies (the form be made dynamic to facilitate user to fill up only relevant fields)

### **2. Creation of Member database (looking for job)**

Creation of database of Members with option for updating/ deleting/ uploading of CV the form is made dynamic to facilitate user to fill up only relevant fields)

### **3. Search option**

- Option to search in the data grid on the basis of on parameters/fields for members and companies
- Based on the two dates for filed earmarked for searching

### **4. Admin. Interface**

1. For approval of Company Registration and Job posting, searching and generation of report.
2. For giving rights to company for activity viz. Job posting, downloading of CV
3. Generation of reports

### **5. Report generation**

1. Number of Times members applies in different company and the number during a period
2. Number of times profile has been taken by company.
3. Number of times a company request for candidates/posted vacancy.

4. No of members registered on placement portal (Region wise City wise) and during a period
5. No of Companies registered on the portal and during a period
6. Reports Based on the two dates for filed earmarked for searching

**Payment Requests**

1. Generate Payment Slip
2. Membership Fee Request
3. Duplicate ID Card Request

**RO Chapter module – Annexure III**

Name of The Department	No. of Screens	No. of Reports		No. of Processes
		MIS Reports	Detailed Reports	
ROs / Chapters	15	3	5	3

The development and implementation of a web based generic software module to meet the requirements pertaining to the activities of ROs / Chapters such as data management of faculty, billing, visitors and members.

1. Members handling
  - a. Module for handling bulk invitation and recording the error or bounced back emails.
  - b. Module to handle queries (recording the members who have interest and their feedback if any). Query on a particular name / company name.
  - c. Module to handle registration process for the function, fees submitted ® and acknowledgement issued ®.
  - d. Module to cater credit hour requirements (Integration with existing module on web site of ICSI which is presently running).
  - e. Module for analysis of attendees who are regular for a particular nature of program.
2. Module to handle Corporate Members.
3. Faculty handling.
  - a. Databank of faculty with their competence.
  - b. Module to handle remuneration paid to faculty ®.
4. Seminar details
  - a. Module to handle the seminar details and credit hours.
5. Form to capture new faculty and finalization of faculty for various offices
6. Cater regional and chapter offices functioning like fee collection, publication sale, faculty management, seminar scheduler, attendance, certificates
7. Propagation to Credit hours
8. Draft / cheque / cash collection system

® represents the portion which will be covered by a regular ERP and has to be integrated in the ERP.

It may be further noted as under:

1. For integration of requirements, the module developed must talk to the ERP which was under planning and also to the credit hours module already established on the web site.

2. ERP / DMS would lay the basic platform for financial & inventory handling and the module under reference could be developed over the ERP OR the module could also be developed as an independent entity.
3. Institute has national level events such as National Convention. Delegate registration and various MIS will be the responsibility of the vendor.



#### Examination module – Annexure IV

Name of The Department	No. of Screens	No. of Reports		No. of Processes
		MIS Reports	Detailed Reports	
Examination	118	461	same as MIS	60(Approx.)

- Verification / Certified / Duplicate Mark sheet.

## Shopping Cart / Basket and Dispatch Module - Annexure V

Name of The Department	No. of Screens	No. of Reports		No. of Processes
		MIS Reports	Detailed Reports	
Store & Publication	15	5	5	5

- Automation of Chartered Secretary Subscription process
- Online purchase of Books/ Journals/ Publications.
- Generation of address slips(labels) including the mobile number of Students/Members who are making payment through E-cart Module.
- Provision to issue Study Material to students by Hand.
- Provision to issue Study Material by RO and 'A' Grade Chapters so that students may collect the Study Material from concerned Region and Chapters timely.

## Grievances Module - Annexure VI

Name of The Department	No. of Screens	No. of Reports		No. of Processes
		MIS Reports	Detailed Reports	
Grievance	10	2	1	1

- Grievances module is used by registered users who can raise their concern in respective heads. Resolution is provided by concerned department.

## **E-Tender Module - Annexure VII**

The electronic tendering solution shall facilitate the complete tendering process from the advertising of the requirement through to the placing of the contract. This includes the exchange of all relevant documents in electronic format.

The e-tender module should cover the following industry standard features to cover all the stages (pre-qualify, qualify, submission, bidding, contract negotiation, contract award, audit and ongoing communications)

- Process Templates for easy launch of an e-tender
- Central storage of documentation. Document Management throughout all stages
- ITT Distribution, E-Tendering and Bid Receipts - users can electronically dispatch any ITT related documents to the suppliers included in the tender. In turn, using the secure supplier portal, invited suppliers can return their bid submissions while ensuring any rules relating to the final submission are adhered to.
- Controlled access to tenders using passwords, user profiles and permissions
- Repository of previous ITTs
- Management information & reporting
- Tender Publications - allows the publication of contract opportunities to the supplier portal for on-line expression of interest by registered suppliers.
- Reviews/ Reporting for audits and record management
- Controlled access to tenders using passwords, user profiles and permissions
- Tender submission evaluation, sorting and shortlisting module
- Communication Handling
- Online live auction for final shortlist. (optional)

## **HR Module - Annexure VI**

1. Capture Offline Attendance: Software Application may be developed which captures the attendance of employees of chapter offices. This online attendance data should be in such a format which can be uploaded in the ERP.

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