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<th>Important Date &amp; Information</th>
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<td>RFP Publish Date</td>
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<td>Last date and time for Sending Pre-Bid Queries in writing</td>
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<td>Cost of RFP</td>
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<td>Bid Validity</td>
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<td>Address for submission of Bids</td>
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<td>Date, time &amp; Venue of opening of Technical Bids</td>
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<td>Date and time of opening of commercial bids.</td>
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<td>Institute Website</td>
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Statement of Confidentiality

The information contained in this RFP Document or subsequently provided to Bidder(s) 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 RFP Document and all other terms and conditions subject to which such information is provided. The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP Document does not purport to contain all the information each Bidder may require. This RFP 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 RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP 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 RFP document. ICSI may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.
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No. ICSI/HR/EPMS/2019

Date: 16th September, 2019

Request for Proposal (RFP) For Development/Supply, Delivery, Implementation and Maintenance of E-Performance Management System (E-PMS) for ICSI

1. INTRODUCTION:

The Institute of Company Secretaries of India (ICSI / Institute) is a statutory body constituted under an Act of Parliament i.e. the Company Secretaries Act, 1980 for the regulation and development of the profession of Company Secretaries. It is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India, and its Headquarters is located at “ICSI House”, 22 Institutional Area, Lodi Road, New Delhi-110 003. ICSI is also having its office at “ICSI House”, C-36, Sector - 62, Noida, Uttar Pradesh-201309.


DEFINITIONS


ii) The “Contract” means Development/Supply, Delivery, Implementation and Maintenance of E-Performance Management System (E-PMS) for ICSI, which the bidder is required to provide to the ICSI under the Contract through this RFP.

iii) “Bidder” or “Tenderer” means the agency/firm that is engaged in the business of Development/Supply, Delivery, Implementation and Maintenance of E-Performance Management System (E-PMS) for ICSI and applies in response to this notice inviting RFP.

iv) “Vendor” mean the successful bidder who is engaged by ICSI to Development/Supply, Delivery, Implementation and Maintenance of E-Performance Management System (E-PMS) for ICSI through this RFP process by entering into the contract with the ICSI.
v) The words “Bid”, “RFP”, “Quotation”, “Tender” to be read intra alia and the words have been used inter-changeably. Therefore the words may be understood and interpreted correctly as may be best applicable.

vi) The words “Bidder”, “Tenderer” to be read intra alia and the words have been used inter-changeably. Therefore the words may be understood and interpreted correctly as may be best applicable.

vii) “Party” means ICSI or Vendor individually and “Parties” shall mean ICSI and Vendor collectively.

viii) “Letter of Intent” means the communication of the intention of the ICSI to the vendor for the award of work read with tender documents.

ix) “Work Order” means the order placed by the ICSI to the vendor signed by the authorized officer of ICSI including all attachments and appendices thereto and all documents incorporated by reference therein. Workorder along with the Letter of Intent if any and tender documents and the agreement constitutes the contract.

PART ‘A’

The terms and conditions governing the RFP are as under:

1. The RFP/tender document may be obtained during working hours 16th September, 2019 to 30th September, 2019 (till 1.00 PM) on all working days of ICSI-HQ on payment of Rs.236/- (Rs.200/- + 18% GST) from the Reception Counter of the Institute on cash payment or by submitting a demand draft of any Scheduled Bank in favour of “The Institute of Company Secretaries of India”, payable at New Delhi. The tender document can also be downloaded from the website of the Institute (www.icsi.edu) or Central Public Procurement Portal (CPPP) (https://eprocure.gov.in/epublish/app) for which bidder would be required to enclose a demand draft of Rs.236/- (Rs.200/- + 18% GST) towards the cost of the tender document along with their quotes, failing which the tender shall not be entertained and shall be out rightly rejected. If any discrepancies found in the downloaded version of the tender, the version of the tender document kept at Purchase cell of the Institute will be treated as authentic correct.

2. The sealed RFP must be submitted in prescribed format on Bidder’s business letter head duly stamped, sequentially numbered and signed by the authorized signatory of the bidder with date on each page of Part ‘A’&‘B’ as their unconditional acceptance of all terms and conditions prescribed by the Institute. Details/supporting documents wherever applicable, if attached with the quotation should be duly authenticated by the bidder/s. Unsigned and unstamped bids shall be summarily rejected. Non acceptance of any of the terms & conditions as stated in tender document shall render the Bid invalid.

3. EachBidder shall submit the RFP (Hard Copy along with electronic copy on a CD-ROM/USB Drive) in two separate sealed envelopes: Envelop No. 1 will contain Part ‘A’ along with EMD, Please mark the envelope as “Envelop No.1 – Technical Bid”
**Envelop No. 2** will contain only Part ‘B’, Please mark the Envelope as “No.2 – Financial Bid”.
Both the sealed envelopes bearing No. 1 and 2 are to be put in the main envelop i.e. Envelop No.3.

4. **Earnest Money Deposit (EMD)**

i. The Earnest Money Deposit (EMD) of **Rs.30,000/- (Rupees Thirty Thousand only)** in the form of Demand Draft/pay order drawn on any Scheduled Bank in favour of “THE INSTITUTE OF COMPANY SECRETARIES OF INDIA” payable at New Delhi only is to be submitted along with the bid.

ii. RFPs received without the prescribed Earnest Money Deposit (EMD) shall not be entertained and shall be rejected summarily.

iii. The EMD of the successful bidder can either be converted as part of the performance security on request of the bidder or will be refunded after receipt of Performance Guarantee/Security. In case the selected bidder/vendor opts to convert the EMD to be part of the performance security, balance amount towards the performance security will be recovered from the payable amount to the vendor. The EMD of the unsuccessful bidders will be refunded without any interest/Bank commission/collection charges within 30 days after award of the contract / work order to the successful bidder.

(Note: The bidders having valid registration with NSIC/MSME may avail exemption from submission of EMD but must enclose valid NSIC / MSME certificate/document in envelope No. 1 instead of EMD demand draft. However, all bidders irrespective of their registration with NSIC/MSME have to submit the requisite Tender Fee).

5. The Bidder who was awarded any contract in the past by the Institute but terminated during the contract period due to unsatisfactory performance will not be eligible /considered to participate in this tender. Also a bidder who was awarded any contract earlier but refused to continue the contract/refused to sign the agreement as given by the Institute will not be eligible to participate in this tender.

6. **Technical Bid containing commercial details will lead to rejection of Bid** without any further notice to the bidder. Bidders shall ensure that commercial documents are properly filled up and sealed separately as instructed above. The bidder must ensure that price is not revealed in any form or by any reason in the technical bid, otherwise bid shall be rejected without any further notice to the bidder.

7. The ICSI reserves the right to reject or accept any or all bids without assigning any reasons. If too many bids are received satisfying the basic pre-requisite criteria, ICSI
may apply any criteria for screening the bids to restrict the list of pre-qualified bidders to any number deemed suitable by it. ICSI also reserve its right to cancel or withdraw the whole RFP process at any stage without assigning any reason thereof.

The sealed Request for Proposal duly superscripted, “Development/Supply, Delivery, Implementation and Maintenance of E-Performance Management System (E-PMS) for ICSI”, should be addressed by name to the Officiating Secretary, ICSI and sent at the Institute’s address given below either by registered post/speed post/or by dropping in the tender box placed at Ground Floor of ICSI’s Noida Office& should reach on or before 30th September, 2019 by 2.00 PM:

The Officiating Secretary
The Institute of Company Secretaries of India,
ICSI House, C-36, (Ground Floor: Tender Box)
Sector 62, Noida,
Uttar Pradesh - 201309.

The ICSI will not be responsible for any postal delays. Bid/Application received after the stipulated date and time shall not be entertained. Bid/Application through e-mail is not valid.

Date: 16th September, 2019

(Amit Kumar Ghosal)
DIRECTOR (Purchase & Stores)
1. **Project Background:**

Institute of Company Secretaries of India presently use manual process to evaluate performance of its employees with different form for different category of employees but the current system of ICSI has the following gaps, though the processes are managed in a controlled manner.

- Difficult to trace performance of any employee on monthly / quarterly basis.
- Lack of operational efficiency due to mostly manual interventions.
- Difficult to prepare various types of reports

Keeping in view of the aforementioned issues and challenges, ICSI intends to automate the Employee performance management (E-PMS) processes across all its regional and chapter offices.

The ICSI is interested in selecting a vendor who provides quality services and support. The focus of the vendor should be customer satisfaction through consistent quality of all services provided. Proposers should demonstrate a commitment to continuous improvement of their product and services. A complete list of functionality and requirements are described in “Project Scope and Requirements.”

2. **Scope of Services**

1) Design, Supply, Develop, Customize, Install, Configure, Test & Commission all the software (E-PMS software with Database) and related products with necessary and adequate patches, upgrades, utilities, tools etc. to achieve full functionality including features required. Installation to be done under cloud based / virtualized / physical environment as per requirement of ICSI.

2) Seamless integration of supplied, customized, developed Tailor made software of E-PMS with existing ERP and other legacy applications running as per requirement and future upgrades if any.

3) 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.

4) The bidder is expected to understand the requirements in details and come up with the finalized solution for ICSI.

5) Bidder is expected to carry out the necessary software/environment set-ups for the implementation of the software.

6) Bidder is expected to carry out Configuration and customization /development in all the environments defined as a part of the project environment

7) Bidder is expected to carry out all the necessary integrations with the systems to make the self-service system work as per the expectation. This includes integration with other existing internal systems.
8) Bidder is expected to carry out extensive testing and produce appropriate test results. Bidder is also expected to work with ICSI to carry out the User Acceptance testing in one/multiple locations.
9) The Implementation Partner shall implement all required upgrades, patches, bug fixes etc. until the end of the support period.
10) The Implementation Partner will give adequate trainings at major cities to different personnel identified by ICSI at various levels of the organization.
11) Customizations will be executed completely by bidder to meet the business functionalities as required.
12) The bidder should provide System Administration manual(s), User / operational manual(s), regular training manuals and all related manual(s), service guides and handbooks, which shall be used by ICSI to run the ideal production environment. This should include how the various parameters should be monitored and tuned in the live system. All installation and configuration reports, documents, diagrams etc are to be supplied before commissioning. Two sets of above specified manuals should be provided in printed duly hard bounded form and 2 sets in soft copy on CD should be provided.
13) One year of Comprehensive on-Site warranty maintenance of customized software of E-PMS along with Database and related products with customization, change management, addition of new reports as required and desired by ICSI, Performance tuning of application, necessary and adequate patches, upgrades, utilities, tools etc. after successful GO-LIVE of Tailor made E-PMS at ICSI.

3. Functional Requirement

1. The System must have a clearly defined process flow supported by automated workflows, based on Performance Management Processes of ICSI.
2. System should provide Role based secure login to the system, HR/Admin will be the super user will access all functionalities of the system. Super user will assign and modify role of each employee and also assign and modify reporting / reviewing officer of each employee.
3. Appraisal cycle should be yearly basis (1st April to 31st March). Appraisal cycle can be divided into sub appraisal cycles (Half Yearly, Quarterly and Monthly) HR user will set the sub appraisal cycle. Employee, Reporting/Reviewing officers should evaluate the performance according to the sub appraisal cycle. Final performance report will be determined by taking average of all sub appraisal cycle.
4. System should allow the employees to set their objectives and goals in the beginning of each financial year and can modify during the period. Appraisers of employees to provide their feedback and finalize the objectives set by the employee after having discussion with the employee. The whole process in the system should be linked to these set time-lines. This would include start of the process, periods for setting of the KPT by the individual, approval by reporting officer & functional officer and freezing of the same by the reviewing officer.
5. The manager and employee must be able to update performance information (performance monitoring) throughout the performance cycle. HR/ Admin user can freeze any sub appraisal / appraisal cycle after completion of its time period. If
HR/Admin freezes particular sub appraisal cycle appraiser/employee will not modify performance information of that cycle. At the end of calendar year HR/Admin user must freeze the appraisal cycle for the year.

6. HR/Admin user can change the appraiser of the employee for any sub appraisal cycle if it is not freezeed by HR/Admin. In this case new Appraisers of employees to provide their feedback and finalize the objectives set by the employee after having discussion with the employee.

7. Employees can have more than one reviewing/reporting officers and final marks will be taken by averaging e all of reviewing/reporting officers’ marks.

8. HR/Admin user can take print out of performance reports of employees of any sub appraisal cycle and appraisal cycle and custom cycle.

9. Final rating of each employees will be calculated by weightage of marks reporting and reviewing officer and Competent Authority (if applicable)of the employee.Directorate of HR will define this weightage in the system.

10. There should be a provision to take print out of the appraisal at any level and only HR/administrator can upload the scan copy of the document.

11. Software should be able to integrate data from institute’s existing database.

12. It should be able to send email notifications and SMS alerts to appraisers and appraise at various stages of the Performance Management process.

13. It should have the provision to attach documents (certificates, appreciation emails etc.) to the appraisal forms.

14. After completion of each step, documents related to that step should be stored in the system in non-editable format which can be viewed by users to this system depending on predefined authorization. Both Appraise, Appraiser, unit HR should be able to convert documents into pdf, download it and print it.

15. Provision to HR Representative to map any employee of this unit, retrieve user id (registration code) of any employee, view activity report, print appraisal forms, view appraisal forms of last 5 years.

16. System should maintain all the past record and can be accessed by super user.

4. **Work Flow of E-PMS**

   1. At the beginning HR Department will initiate the appraisal cycle mentioning the sub-appraisal cycle and assigning reviewing officer of each employees.

   2. Employees to set their objectives and goals in the beginning of appraisal cycle/Sub-appraisal cycle also can be modified during the period.

   3. Appraisers of employees to provide their feedback and finalize the objectives set by the employee after having discussion with the employee.

   4. Employee will fill their self-appraisal after ending of each sub appraisal cycle.

   5. Appraisers of the employee evaluate performance according to previously set objectives and goals of employee and submit it to the reviewers.

   6. After reviewing the appraisal, the appraiser will submit it to HR Department.

   7. HR Department will freeze the sub appraisal cycle after completion of evaluation and Employee will get the performance report for this sub appraisal cycle. After freezing any sub appraisal cycle no data can be modified of this sub appraisal cycle.
8. At the end of appraisal cycle, HR will stop the cycle and no data can be modified of this Appraisal cycle.

5. Additional Requirements

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<td>1</td>
<td>Software support must be available during the ICSI’s “normal” business hours which are Monday - Friday, 9:00 a.m. - 6:00 p.m., Asia Time Zone (India) with access to support personnel after hours and on weekends. It is desired that any user have access to support personnel for questions.</td>
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<td>A web-based searchable knowledge base for questions and issue resolution must be available. An ability to enter support requests via the web is desired.</td>
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<td>The software support contract must provide software updates to keep the software current. The vendor should provide a written copy of support contracts and pricing of maintenance options.</td>
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<td>4</td>
<td>Vendor is asked to describe initial end-user training options that are available and include costs for such in the Costs section of the proposal. The ICSI requires vendor to offer at least one initial session of end-user training to be held at cut-over of the application for all users.</td>
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<td>5</td>
<td>Vendor is asked to describe follow-up end-user training options that are available and include costs for such in the Costs section of the proposal. The ICSI requires vendor to offer at least one follow-up session of end-user training to be held with 30 days of cut-over of the application for users.</td>
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<tr>
<td>6</td>
<td>Vendor is asked to describe administrator training options that are available and include costs for such in the Costs section of the proposal. The ICSI requires vendor to offer at least one session of</td>
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administrator training to be held at cut-over of the application for application and system administrators. Training must be on-site.

1. ELIGIBILITY CRITERIA

The following are the conditions, which are to be necessarily fulfilled, to be eligible for technical evaluation of the proposed solution:

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<th>Sl. No.</th>
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<th>Documents/Information to be provided in the submitted proposal</th>
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<tr>
<td>1</td>
<td>The bidder must be incorporated and registered in India under the Indian Companies Act 1956 or 2013 and should have been operating in India</td>
<td>Certificate of Incorporation / Copy of Registration Certificate (s)</td>
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<td>3</td>
<td>The bidder should own the copyright of the source code of the solution. The bidder should be able to make changes as and when required in any of the components of the software/source code being utilized for the purpose throughout the term of Agreement with ICSI.</td>
<td>Declaration from Authorized Signatory is required</td>
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<td>4</td>
<td>The bidder should have on his pay roll minimum 15 employees for the proper execution of the contract.</td>
<td>Declaration from Authorized Signatory is required</td>
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<td>Requirement</td>
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<td>5</td>
<td>The Bidder must have not been blacklisted by Central/ State Government Ministry/ Department/ PSU/Government Company. Bidder must not be under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice with any Central/ State Government Ministry/Department/ PSU/ Government Company in last 3 years</td>
<td>Self-declaration from the bidder in company letter head, signed by authorized signatory</td>
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<td>Power of Attorney / Board Resolution for signing the bid, letters etc. on behalf of the firm. Details of Authorized Signatory including attestation of the signatures of the Authorized Signatory by the company’s bankers or from the competent authority</td>
<td>Appropriate document as applicable.</td>
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<td>7</td>
<td>The Bidder must have successfully completed/ executed at least Three (3) Web based similar contracts / projects from three separate organisation wherein bidder has provided service.</td>
<td>Proof Certificate - Completion certificate (GO-Live / Implementation / Support Completion) with date and 1. Work order with order value detailing the scope. OR 2. Agreement copy defining the scope &amp; value. Also provide client reference detailing Name, Designation, Phone and Email ids</td>
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<td>8</td>
<td>Bidder must be in possession of valid PAN, ISO Certificate, GST Certificate, at the time of bidding.</td>
<td>Documentary proof to be submitted</td>
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2. Evaluation of Technical Proposals

a. Proposals which are not supported by adequate proof / Supplementary documents will not be evaluated and shall be rejected out rightly.

b. The Evaluation Committee shall evaluate the Technical Proposals only for those bidders who satisfy the eligibility criteria. The Technical proposals which are unsigned and incomplete shall not be evaluated. The technical proposals will be evaluated on the basis of their responses; evaluations will be based on documentary evidence submitted by the bidder with respect to selection criteria. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP.

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

3. GENERAL TERMS & CONDITIONS

1. Rate / price quoted in the Commercial Bid shall be inclusive of all statutory levies, taxes, fee, rate, charges, surcharges etc. No component of cost would be paid unless the same is included specifically in the quotations.

2. Bidders must ensure that all the pages in the bid document should have page no. and authenticated by authorized Person.

3. No alterations, amendments or modifications shall be made by the Bidder in the RFP documents and if any such alterations are made or any special conditions attached, the bid shall be liable to be rejected at the discretion of the ICSI without reference to the bidder. Tampering with any format given may be liable for rejection / disqualification of the bids. Correction and overwriting anywhere in the RFP document shall be avoided. Every correction and overwriting must be authenticated with full signature of the bidder, otherwise the bid shall be liable to be rejected. In case of any such correction and overwriting the ICSI shall have its discretion to either accept it or reject it.

4. Hard copy and **soft copy (in USB/Pen Drive/CD)** of RFP must be submitted in a sealed cover.

5. The Bidders are advised to study the requirements of the Institute in details before submitting their bid and the presentation.

6. The Bidder shall be invited for a presentation of their solution subsequently.
7. Based on the technical presentation, the proposed solutions would be evaluated by a committee of ICSI constituted for the purpose. The committee will finalize some of the proposed solutions as feasible/suitable and meeting ICSI requirements.

8. **Bids submitted by the bidders in response to this RFP shall have to remain valid for 180 days from the date of opening of bids.** If required, ICSI may ask extension of bid validity as suitable from the bidders and in that case the bidder either may opt out of the bid or may extend the bid as required.

4. **Bid Preparation**
   a. **Format and Signing of Bids**
      - The bidder shall prepare required number of copies (original plus one copy) of the bid and shall clearly mark each “Original Bid” or “Copy of Bid” as appropriate. In the event of any discrepancy between them, the original shall prevail/govern.
      - The original and the copy of the bid shall be typed or written in indelible ink and shall be signed and sealed by the bidder or a person duly authorized to bind the bidder to the bid. The person(s) signing the bid shall initial all pages of the bid with company seal, except for un-amended printed literature.
      - **The page numbers should be marked on each page of the Bid** with flag for each document which are mandatory to fulfil the eligibility criteria along with supplied documents.
      - The Bids without the seal and signatures of the bidder’s authorised signatory in all pages of all documents are to be disqualified.
      - The complete bid shall be without alteration or erasures, except those accorded with instructions issued by ICSI or as necessary to correct errors made by the Bidder, in which case such corrections shall be authenticated by the person or persons authorized to sign the bid.
   b. **Format for Queries:** For any query related to bids, clarification from ICSI can be sought in the following format:
      Name of the Project:
      Name of the Bidder:
      | S.NO | Page No | Queries |
      |------|---------|---------|
      |      |         |         |
      Signature:
      Name of the authorised Signatory:
      Company seal:
      Note: All the queries should be sent in this format in MS-word only to: gaurav.mehta@icsi.edu
No other format is acceptable apart from this format.

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.

c. Letter of Transmittal: A letter of transmittal briefly outlining the bidder's understanding of the work shall be submitted. The transmittal letter should also include general information regarding the firm and individuals involved.

d. Profile of the Bidder: Bidders are required to furnish the details of the bidder in the format prescribed as under:

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<tr>
<th>S No</th>
<th>Particular</th>
<th>Response</th>
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<tr>
<td>1</td>
<td>Company Name</td>
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<td>Legal Name (if different)</td>
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<td>Details of Indian Establishment</td>
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<td>Registered Office address</td>
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<td></td>
<td>Head of the Indian establishment</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>SPOC (Single point of Contact)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Name</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Mobile</td>
<td></td>
</tr>
<tr>
<td></td>
<td>E-mail</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Whether registered with Registrar of Companies. If so, please furnish details thereof (Attach certificate of incorporation)</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Registration with Tax authorities (PAN)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>GSTIN</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Number of clients</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Number of technical/support personnel</td>
<td></td>
</tr>
</tbody>
</table>

e. Details of the projects executed: Please include details of three projects executed
f. **Details of Key personnel of Bidding firm:**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name</th>
<th>Qualifications</th>
<th>Experience</th>
<th>Particulars of Project done</th>
<th>Employed in your firm since</th>
<th>Any other details</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name</th>
<th>Qualifications</th>
<th>Experience</th>
<th>Particulars of Project done</th>
<th>Employed in your firm since</th>
<th>Any other details</th>
</tr>
</thead>
</table>


**g. Client Reference:** To be a qualified proposer, the bidder must include three (3) references in its proposal response. References will be contacted - please verify information before submitting. Information to be included in the reference is:

<table>
<thead>
<tr>
<th>Particular</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organization Name</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>Type of Business</td>
<td></td>
</tr>
<tr>
<td>Contact Person</td>
<td></td>
</tr>
<tr>
<td>Telephone and Fax #s</td>
<td></td>
</tr>
<tr>
<td>Dates of Installation</td>
<td></td>
</tr>
<tr>
<td>Description of system</td>
<td></td>
</tr>
</tbody>
</table>

**h. Part A: Parts of the Technical Bids**

- PART-I: EMD. Envelope needs to be super scribed as EMD.

- PART-II: Pre-Qualification Documents supporting eligibility criteria mentioned in this RFP and duly signed and stamped RFP on all pages with all corrigendum’s (if any). Envelope needs to be super scribed as Pre-Qualification Document.

- PART-III: Original plus one copy (total two hard copies) and **one soft copy in usb/cd** of TECHNICAL BID complete with all technical details with all supporting documents. Envelope needs to be super scribed as “Technical Bid”- Do not open before date and time given in important date section.
• The envelopes containing Part-I, Part-II and Part-III of Technical Bid shall be enclosed in a larger envelope and to be marked as Part ‘A’. Part ‘A’ & Part ‘B’ duly sealed separately and to be put into a larger envelope and marked as Response to Request for Proposal (RFP) with title and reference number, and a statement "To be opened by addressee only” and the name and address of the Bidder. The Outer envelope sealed and should be addressed to
To,
The Officiating Secretary,
The Institute of Company Secretaries of India,
ICSI HOUSE, C-36 (Ground Floor),
Sector-62, Noida, Uttar Pradesh – 201309

• This RFP Document duly signed on all pages as acceptance of terms and conditions by the bidder.

• Proposal covering letter must be signed in the Bidder’s name by a representative of the Bidder authorized to commit the bidder to contractual obligations. All obligations committed by such signatories must be fulfilled.

• Please note that ICSI will not be responsible for in case there is a discrepancy between the hard copy and the soft version of the bid submitted by the bidders. In such case, hard copy of the bid will be taken into consideration and shall be treated as authentic.

• The outer and inner envelopes shall indicate the name, address, email and phone number of the bidder to enable the bid to be returned unopened in the case it is declared “late” pursuant, and for similar purposes.

• If the outer envelope is not sealed and not marked as above, ICSI will bear no responsibility for the misplacement or premature opening of the Bid.

• Only detailed complete bids in the form indicated above received prior to the closing time and date of the submission of bids shall be taken as valid.

• Bids sent through Telex/Telegrams/Fax/e-mail will not be acceptable.

• Bids should reach ICSI on or before the last date mentioned in the important dates section by registered post or speed post or courier only. ICSI will not be responsible for any postal delays. Bid(s) received after stipulated date and time shall not be entertained and shall be outrightly rejected.

• Bidders submitting any bids in person will also be accepted, however, those bids must be dropped in the Tender Box kept at Ground Floor at C-36, ICSI House, Sector 62, Noida, Uttar Pradesh – 201309 before scheduled date and time of bid submission.

• Bids are liable for rejection if they don’t comply with the above mentioned norms regarding sealing, signing, proper packing & submission without any further reference to the bidder.
• The technical proposal should address the following at the minimum:
  o Takeover plan and methodology
  o Operations plan and methodology
  o Quality parameters of the deliverables
  o Detailed CVs (including qualification, certification, experience) of the key resources assigned to the project
  o Escalation matrix up to CEO level along with name, designation, mobile no, email id, landline numbers.

iv. Opening of Bids

ICSI will open bids at time mentioned at important Information sheet. BIDDER’s representative (only one) with proper authorization must attend the opening at ICSI. Technical Bid will be considered for those BIDDERs whose bids shall meet all the eligibility criteria mentioned in the Pre-qualification documents.

NOTE: Please note that 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 and venue.

v. Bid Evaluation Criteria

a. The following are the conditions, which are to be necessarily fulfilled, to be eligible for technical evaluation of the proposed solution:

• Part 1 (Bid Security)
  Bid without valid EMD shall not be entertained.

• Part 2 (Pre-Qualification criteria)
  The Evaluation Committee would evaluate the Pre-qualification. Bidders should be ready to give any clarification asked by the evaluation committee. One Representative with proper Authorization from the bidding firm must be present during the opening of the Pre-Qualification Documents. If there is no representative of the bidding firm during the opening of Pre-Qualification Documents, ICSI will not entertain any complaint/grievance afterwards. Authorized representatives should also carry rubber stamp with them.

b. Opening and Evaluation of Technical Bids:

• The Evaluation Committee would evaluate the technical bids. BIDDER’s should be ready to give the presentation on their proposed solution and the
queries raised by the evaluation committee in front of the Evaluation Committee at a date, time and location determined by ICSI. They are expected to reply to all the queries from the Evaluation Committee during the presentation. The presentation would be part of technical evaluation process.

- ICSI may also undertake oral clarifications with the Bidder. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents.

- One Representative with proper Authorization from the bidding firm must be present during the opening of the Technical Proposal. If there is no representative of the bidding firm during the opening of Technical bids, the ICSI will not entertain any complaint/grievance afterwards.

- In order to facilitate the Technical Bid evaluation, the technical criteria laid down along with the assigned weights have been presented in the Technical Evaluation Matrix (Click Here)(enclosed in this RFP). The marking scheme presented is an indication of the relative importance of the evaluation criteria.

- Bids which don’t secure the minimum specified technical score will be considered technically disqualified and will not be considered for financial evaluation.

- Scores of technically qualified Bidder’s shall be weighed prorate on a scale of 60% and shall be carried forward for evaluation together with the scores of Financial evaluation; which will get 40% weight-age.

c. Technical Bids Evaluation criteria.

1. The evaluation of Technical Bids is based on the proposed solution. Bidder is required to submit a Detailed Project Report with the proposed solution (may be in a CD/Pen drive) indicating the following:
   - Complete coverage as covered in the scope
   - Seamless Data Flow
   - Data Integration from existing system
   - Report Generation
   - Possible benefits
   - Pain points (if any)
   - Handling change
   - User Training
   - Implementation Timelines
   - Project Execution methodology.

2. The ICSI will then evaluate bidders and invite interested bidders figuring on this list to participate in further discussion about the project in due course.
vi. Award of Contract

a. ICSI will award the contract to successful BIDDER whose bid has been determined to be responsive and has been determined to be most competitive.

b. ICSI will reject a proposal for award if it determines that the BIDDER recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, the project.

Whereas “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of the project and includes collusive practice among BIDDERs (prior to or after submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the ICSI of the benefits of free and open competition.

Whereas “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of the Official of the ICSI in the process of project execution.

c. The price quoted by the Bidder shall contain cost of Development/Supply, Delivery, Implementation and Maintenance and Warranty for one year.

d. The maximum duration of entire Development/Supply, Delivery, Implementation along with proper configuration such that it is usable for live operation would be One (01) month. Warranty and AMC will be as per details furnished below:

<table>
<thead>
<tr>
<th>Work</th>
<th>Time Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Development/Supply, Delivery,</td>
<td>One (01) month from the date of signing of agreement.</td>
</tr>
<tr>
<td>Implementation along with proper</td>
<td></td>
</tr>
<tr>
<td>configuration such that it is usable for</td>
<td></td>
</tr>
<tr>
<td>live operation.</td>
<td></td>
</tr>
<tr>
<td>2. Warranty period</td>
<td>One year from the date of handing over of project</td>
</tr>
<tr>
<td>3. Annual Maintenance period</td>
<td>Five year on yearly basis from the date of expiry of warranty period at the sole discretion of ICSI. On expiry of fives years, the ICSI reserves the right to extend the contract of Annual Maintenance for on the same terms and conditions in writing</td>
</tr>
<tr>
<td>if the service of the vendor found satisfactory. 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.</td>
<td></td>
</tr>
</tbody>
</table>

e. Further AMC of the project will be subjected 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 45 days’ notice otherwise the agreement will automatically renewed. Decision of the ICSI in this regard shall be final.

vii. AMENDMENT OF RFP DOCUMENTS

a. At any time, prior to the date of submission of bids, ICSI may, for any reason, at its own initiative modify RFP document by amendments.

b. The amendments shall be notified on ICSI’s web site, i.e. at https://www.icsi.edu or/and https://eprocure.gov.in/epublish/app and these amendments will be binding on all the Bidders.

c. In order to afford prospective Bidders a reasonable time to take the amendment into account in preparing their bids, ICSI, at its discretion, may extend the deadline for the submission of bids suitably.

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

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

viii. Important Information and conditions
a. Forfeiture of BID Security/EMD
The Bid security may be forfeited either in full or in part, at the discretion of ICSI on account of one or more of the following reasons:

1. The BIDDER fails to co-operate in the Bid evaluation process
2. If the bid or its submission is not in conformity with the instruction mentioned herein
3. If the BIDDER violates any of the provisions of the terms and conditions of the RFP documents.
4. In the case of a successful BIDDER fails to
   o Accept award of work
   o Sign the Contract / Agreement with ICSI after acceptance of communication on placement of award
   o Furnish performance security
   o Or the BIDDER violates any of such important conditions of this RFP document or indulges in any such activities as would jeopardize the interest of ICSI in timely finalization of this RFP.
   o For any other justified reason given by the ICSI.
5. The Bidder found guilty of negligence, carelessness, inefficiency, fraud, mischief, misappropriation or any other type of misconduct by such bidder or by its employees, staff, agents, representatives etc. or by any other person directly or indirectly employed by him.

b. Conditional bids will be rejected.

c. All the pages should have page no. and authenticated by authorized Person.

d. This RFP does not commit the ICSI to award a contract. Further, no reimbursable cost may be incurred in anticipation of award of Work. The bidder shall bear all costs associated with the preparation and submission of its bid, and the ICSI will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the bidding process.

e. The last date for receipt of sealed RFP in the ICSI is **30th September, 2019**, by **2.00 PM** and the date and time for opening of technical bids is **30th September, 2019 at 03:00 PM**. No separate communication will be issued in this regard. Bids will be opened in the presence of the intending bidders or their authorized representatives, who wish to be present. In the event of due date being a closed holiday or declared Holiday for Central Government offices, the due date for opening of the RFP will be the following working day at the appointed date, time & venue.
f. Site for delivery of services are as under or any location as may be decided by ICSI:

The Institute of Company Secretaries of India,
ICSI HOUSE, C – 36, Sector – 62, Noida,
Uttar Pradesh –201309

g. ICSI shall have the right to assess the competencies and capabilities of the bidder by going through the credentials given in the Technical Bid and on the basis of such credentials, the ICSI may reject the candidature of the bidder without assigning any reason and decision of the ICSI shall be final.

h. Submission of Proposal/Bid by way of e-mail is not acceptable.

i. ICSI reserves the right of accepting the RFP in whole or in part without assigning any reason and such decision shall be final. The part acceptance of the RFP shall not violate the terms and conditions of the RFP / contract and the bidder shall execute the work at the specified rates without any extra charges or compensation within the stipulated period.

j. The decision of accepting RFP shall rest with the ICSI. ICSI does not bind itself to accept the lowest bidder and reserves to itself the right to reject any or all the bids received without assigning any reason(s) whatsoever and any notice to Bidder. Non acceptance of any bid shall not make the ICSI 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 at any stage with or without notice or reasons. Such decisions by ICSI shall be final and bear no liability whatsoever consequent upon such decisions.

k. **Time is the essence of the contract:** The time allowed for completing the work under RFP / SLA and handing over the same shall be of the essence of the Contract and shall be strictly observed by the Bidder. The Work shall proceed with due diligence until Final Completion. ICSI would extend all required support and inputs to help the Bidder to meet the project timelines. For delays which are directly attributable to the sole actions and / or scope of work of the Bidder, the Bidder shall be liable to pay penalty and/or liquidated damages as per the provisions of this Agreement.

l. **Performance Security:** The successful Bidder shall be required to give a security deposit for faithful performance of the RFP.

The successful bidder has to submit the security deposit/performance guarantee in the form of Bank Guarantee from scheduled bank of equivalent amount of 10% of the contract value on awarding the contract within 15 days of issue of order but before execution of the agreement, to cover any loss or damage caused to or suffered by the Institute due to acts of commission and omission by the successful bidder or
any failure on the part of the successful bidder in fulfillment of terms and conditions of the contract and conditions contained in the agreement. The Bank Guarantee shall have to remain valid for the entire duration of the Contract plus three months beyond the completion of contract period. The successful bidder shall not be entitled to any claim or receive any interest on the amount of performance guarantee. The EMD of the successful bidder will be refunded after submission of the performance Guarantee / Security Deposit. In case the selected bidder/vendor opts to convert his EMD to be part of the performance security, balance amount for security deposit shall be paid by it in the form of Bank Guarantee from scheduled bank.

The successful bidder having valid registration with NSIC/MSME on the date of submission of bid, are also required to submit requisite security deposit / performance guarantee.

**Forfeiture of Security Deposit and Invoking of Bank Guarantee**

ICSI shall have the right to invoke the Bank Guarantee and to forfeit the security deposit if the Vendor contravene or breach any of the terms and conditions of the Agreement or if the Vendor withdraws or amends, impairs or derogates from Agreement or fails to execute the work as per the Agreement or fails to deliver the satisfactory performance during the period of Agreement.

ICSI shall also have the right to invoke the Bank Guarantee and to forfeit the security deposit and to adjust the damage or loss caused to the ICSI due to the negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the Vendor or its staff / employee / agent / representative.

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

m. **Termination:** ICSI may terminate the contract by giving a One (1) months’ notice in writing to the Service Provider for termination of the contract. The ICSI without prejudice to any other remedy, also reserves the right to terminate the agreement in whole or in part by giving thirty (30) days’ notice in writing in case Vendor fails to discharge its obligation under the agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by the Vendor or by its staff or agent.

Any pending or unresolved operational issues, performance, unpaid fees and any
other remedies shall continue by the Vendor during the period of termination notice and the same must be satisfied before this agreement is terminated. The ICSI may also put in place any other agency for carrying out the remaining work and expenditure incurred on same shall be recovered from the Vendor.

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

n. Whenever under this RFP / Work Order / Service Level Agreement (SLA), any sum of money is recoverable from and payable by the 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 / Service Provider under this or any other RFP / 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.

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

p. The successful bidder will sign a Service Level Agreement (SLA) on the basis of the terms of RFP and work order. Standard terms and conditions of Service Level Agreement are at Annexure I.

ix. **Right to Black List:**
The ICSI without prejudice to any other remedy and rights, reserves the right to blacklist a bidder for a suitable period under the following circumstances:
- Giving false, misleading or fake information / document in the bid;
- Withdrawing the bid after opening of the Commercial Bids;
- Refusal to accept Work Order at the quoted prices;
- Failure to supply goods/services of the ordered quantity / quality / specifications at the agreed rates within the time schedule;
- Adoption of any unethical or illegal practices; any indiscipline behavior or hooliganism by the bidder or any of its employee(s)
o Any other justified reason

Where any bidder has been black-listed, his EMD / Performance Security shall be forfeited by the ICSI after giving him an opportunity of being heard. The decision of the ICSI shall be the final and binding.

x. **FORCEMAJEURE**

Notwithstanding anything else contained in this RFP, 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).

xi. **Indemnity Clause:**

The successful bidder will indemnify ICSI against all statutory liabilities present and future arising out of this contract. In the event of violation of any contractual or statutory obligations, the successful bidder will be fully and solely responsible for the same. Further, in the event of any action, claim, damages, suit initiated against ICSI by any individual, law enforcement agency or government authority due to acts and omissions, the successful bidder will be liable to make good/compensate such claims or damages to the ICSI. As a result of the successful bidder action, inaction or any omissions, if ICSI is required to pay any damages to any individual, law enforcement agency or government authority, the successful bidder would be required to reimburse to ICSI such amount along with other expenses incurred by ICSI or ICSI reserves the right to recover but not limited to such amount from the payment(s) due to the successful bidder while settling its bills or from the amount of security deposit lying with ICSI. However, ICSI reserves its right to take legal recourse as permitted under law of the land.

xii. **Cancellation of Award / Work Order:**
The ICSI without prejudice to any other remedy, reserves the right to cancel the Award / Work Order in whole or in part by giving one (1) months’ notice in writing in case the Bidder fails to discharge its obligation under this RFP / Work Order without sufficient ground or found guilty for breach of condition(s) of this RFP / Work Order, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or due to any other type of misconduct by the successful bidder or by its staff or agent.

Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall be continued by the Bidder during the period of the termination notice and the same must be satisfied / completed before the Work Order is cancelled. The ICSI may also put in place any other agency for carrying out the remaining work and expenditure incurred on same shall be recovered from the Bidder.

xiii. CONFIDENTIALITY
The successful bidder acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to ICSI will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The successful bidder agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to ICSI in divulging the information by the employees of the successful bidder, the ICSI shall be indemnified. The successful bidder agrees to maintain the confidentiality of the ICSI’s information after the termination of the contract also. The successful bidder will treat as confidential all data and information about the ICSI /Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

xiv. ARBITRATION
In case of any dispute, difference, claim and demands arising under or pursuant to or touching or in relation to this RFP, the authorized official of the ICSI 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 Secretary, ICSI. 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 RFP are subject to the jurisdiction of Courts in New Delhi.

xv. **Law, governance and jurisdiction:**

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

ii. Law: This Tender shall be governed in accordance with the laws of Republic of India. These provisions shall survive the Contract.

Jurisdiction: The courts of India at Delhi have exclusive jurisdiction to determine any proceeding in relation to this Tender. These provisions shall survive the Contract.

For any details / clarifications, Mr. Gaurav Mehta, Deputy Director (HR), ICSI (011-45341036) E-mail Id: gaurav.mehta@icsi.edu may be contacted.

**Date:** 16th September, 2019

(Amit Kumar Ghosal)

DIRECTOR (Purchase & Stores)
Request for Proposal (RFP) For Development/Supply, Delivery, Implementation and Maintenance of E-Performance Management System (E-PMS) for ICSI

Part II

TECHNICAL BID

Details of the Bidder

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particulars.</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name and complete address of the Company</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Tele/Fax/E-mail/Cell No. of the Company</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Detail of Contact Persons authorized by the bidder to execute documents on its behalf, with ICSI (Designation, Tel, E-Mail)</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Details of registered office, if any along with contact person’s name and Contact detail (Tel / Mobile &amp; E-Mail)</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Income-tax PAN along with documentary evidence</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>GST Number</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>List of clients to whom services in last 3 year provided with details of company, value of business, concerned person name &amp; his telephone no. (Please attach full details)</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Current assignments on hand, if any</td>
<td></td>
</tr>
</tbody>
</table>

Technical Bid Eligibility Criteria

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>The bidder must be incorporated and registered in India under the Indian Companies Act 1956 or 2013 and should have been operating in India</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Bidder should have average of annual turnover of minimum Rs. 40 lakhs in the last three preceding financial years (2017-2018; 2016–2017, 2015-2016)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>The bidder should own the copyright of the source code of the solution. The bidder should be able to make changes as and when required in any of the components of the software/source code being utilized for the purpose throughout the term of Agreement with ICSI.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>The bidder should have on his pay roll minimum 15 employees for the proper execution of the contract.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>The Bidder must have not been blacklisted by Central/ State Government Ministry/ Department/ PSU/Government Company. Bidder must not be under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice with any Central/ State Government Ministry/Department/</td>
<td></td>
<td></td>
</tr>
<tr>
<td>S. No.</td>
<td>Particulars</td>
<td>Response</td>
<td>Documents submitted with reference page no.</td>
</tr>
<tr>
<td>-------</td>
<td>----------------------------------------------------------------------------</td>
<td>----------</td>
<td>---------------------------------------------</td>
</tr>
<tr>
<td>i.</td>
<td>Copy of Articles of Association and Memorandum of Association.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii.</td>
<td>Certificate regarding Bidder Company not being bankrupt/ insolvent from</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>statutory Chartered Accountant/ Company Secretary of Bidder Company by its</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>banker.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii.</td>
<td>Composition of List of Directors etc.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Technical Evaluation Matrix

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Criteria</th>
<th>Level</th>
<th>Score</th>
<th>Bidder’s response (Please tick the applicable option / grade yourself)</th>
<th>Max Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>No. of years the bidder is in operation</td>
<td>&lt;3 years</td>
<td>0</td>
<td></td>
<td>5</td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt;=3 years and &lt;5 years</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt;=5 years</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Average of Annual Turnover over the last 3 Financial Years (2017-2018; 2016 – 2017, 2015 – 2016)</td>
<td>=INR 40 Lakhs</td>
<td>3</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt;INR 40 lakhs and &lt;=1.5Cr.</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt;INR 1.5Cr and &lt;= 5 Cr</td>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt;5Cr</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Technical Team Size</td>
<td>=15</td>
<td>2</td>
<td></td>
<td>7</td>
</tr>
<tr>
<td></td>
<td></td>
<td>&gt;15</td>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Quality certifications</td>
<td>No Certification</td>
<td>0</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ISO/equivalent certificate/ less than CMMi level 3</td>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>CMMI level 3 certificate</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>CMMI level 4 certificate</td>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>CMMI level 5 certificate</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Number of web application software developed or enhancement in the last 3 years.</td>
<td>=&gt;3 projects and &lt;5 for</td>
<td>5</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>=&gt;5 projects and &lt;10</td>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>=&gt;10 projects</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Score 1</td>
<td>Score 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------------------------------------------</td>
<td>---------</td>
<td>---------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Presentation of understanding of the existing application. Methodology of the requirement implementation in responding to the RFP, Work Plan presentation.</td>
<td>50</td>
<td>50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Clients (projects) interactions / visits / feedback</td>
<td>Feedback from existing clients</td>
<td>3</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Experience in API/Data Migration (No. of Projects)</td>
<td>&lt;3</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>&gt;=3 and &lt;5</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>&gt;=5</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Score</strong></td>
<td></td>
<td>100</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Minimum Qualifying Score**: The minimum qualifying score in the Technical evaluation is 40 (out of 100). Bidders scoring less than 40 will not be considered for further evaluation.

Place: SIGNATURE OF THE BIDDER

Date: NAME & DESIGNATION SEAL OF ORGANISATION
Request for Proposal (RFP) For Development/Supply, Delivery, Implementation and Maintenance of E-Performance Management System (E-PMS) for ICSI

Part ‘B’

COMMERCIAL BID DETAILS

(To be submitted separately with Commercial Bid in a sealed envelope with soft copy in CD/Pen Drive as per terms and conditions)

i. Opening and Evaluation of Commercial Bids
   • After evaluating the Technical Bids, ICSI shall notify the successful BIDDERs who have qualified based on Technical Bids.
   • ICSI will then notify the successful bidders (in the Technical Bids) about the opening of the Commercial Bid, indicating the date, time and place for opening of the Commercial Bids. BIDDER’s representative (one only) may attend the Commercial Bid opening at ICSI.

j. Evaluation of Commercial Bids:
   • Scores of the Financial evaluation would be weighed pro-rata on a scale of 100 with the BIDDER with the lowest financial quote getting 100 (as per below mentioned formula). These Financial scores would then be added up with the score of the technical evaluation as per below mentioned formula and the Bidder getting the maximum total score out of 100 would be considered as the successful BIDDER and called for negotiations, if required.

Formula for Final Bid Evaluation is

\[ B_m = 0.6 \cdot (TM) + 0.4 \cdot (Fn) \]

\[ Fn = \left( \frac{F_{min}}{F_b} \right) \cdot 100 \]

Where

- \( B_m \) is total marks of the BIDDER in consideration
- \( TM \) is Technical Marks of the BIDDER in consideration
- \( Fn \) is Normalized financial score of the BIDDER in consideration
- \( F_b \) is Evaluated Cost of BIDDER under consideration
- \( F_{min} \) is Minimum evaluated cost of any BIDDER

ICSI reserves the right to negotiate with the BIDDER whose proposal has been ranked first on the basis of best score.
The BOQ (Bill of Quantities) Activities shall be as per below format:

<table>
<thead>
<tr>
<th>S No</th>
<th>Activity</th>
<th>Rate inclusive of all except GST (Rs.)</th>
<th>GST ( b = a \times %\text{GST} )</th>
<th>Total Amount all inclusive (including GST) ( c = a + b )</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Development/Supply, Delivery, Implementation and Maintenance Cost of Product including license cost if any and all customization as per scope of work and process flow.</td>
<td>(a)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Annual Maintenance Cost including license fee if any after implementation and warranty period.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2(a)</td>
<td>AMC – 1\textsuperscript{st} Year</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2(b)</td>
<td>AMC – 2\textsuperscript{nd} Year</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2(c)</td>
<td>AMC – 3\textsuperscript{rd} Year</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2(d)</td>
<td>AMC – 4\textsuperscript{th} Year</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2(e)</td>
<td>AMC – 5\textsuperscript{th} Year</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>*Manpower per day cost to cater any additional requirements beyond the scope of Work within Warranty / AMC period.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Annual Cloud hosting charges (one time &amp; every year), if required.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* For the purpose of Commercial Comparison the cost quoted under these heads would be considered on monthly basis (i.e. 30 days).
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.

Note: Conditional bids will be rejected.

Declaration

i. We have read and understood the terms and conditions given in the quotation / RFP Document;

ii. We are eligible for award of the contract as per the qualification criteria mentioned in the quotation / RFP Document;

iii. We accept and agree to all the terms and conditions of the quotation / RFP;

iv. We shall comply with all the terms and conditions of the quotation / RFP;

v. The undersigned certifies he/she is authorized to obligate the represented firm and further agrees with all terms, conditions, and requirements of the ICSI’s RFP- for Providing Compliance Checklists of Laws applicable to Different Industry Sectors.

vi. We have no objection if enquiries are made about the work listed by us in the accompanying sheets / annexure.

vii. We agree that the decision of the ICSI in selection process will be final and binding on us.

viii. 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 ICSI.

ix. All the information / documents provided in this bid/quotation are true to the best of our knowledge and belief. If at any stage, the information / documents are found to be false, misleading or incorrect then this Bid / Work Order shall be cancelled at our cost and risk and we shall indemnify the Institute (ICSI) for the loss caused due to the cancellation and we shall be liable for penal / legal action including black listing by ICSI.

x. We understand that ICSI reserves the right to cancel the quotation / RFP at any stage or cancel / reject any one or more bid without incurring any liability.

xi. The duly signed copies of all the RFP pages are attached herewith

Place: 

SIGNATURE OF THE BIDDER

Date: 

NAME & DESIGNATION SEAL OF ORGANISATION
Annexure I

Proposed Service Level Agreement for Development/Supply, Delivery, Implementation and Maintenance of E-Performance Management System (E-PMS) for ICSI

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 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, C - 36, Sector – 62, Noida, Uttar Pradesh – 201309 represented by ........................................... (Hereinafter referred to as "ICSI") which term shall include in its successors and permitted assigns of the OTHER PART

WHEREAS:

Institute of Company Secretaries of India presently use manual process to evaluate performance of its employees with different form for different category of employees but the current system of ICSI has some gaps, though the processes are managed in a controlled manner. Keeping in view of the aforementioned issues and challenges, ICSI intends to procure Services for Design, Development and Maintenance of Software Application to automate the Employee performance management (E-PMS) processes more specifically mentioned under “Scope of Work”, (hereinafter referred to as “Services”) across all its regional and chapter offices and floated Request for Proposal (RFP) for the said purpose.

Among Several bidders, the Service Provider having expertise in Services/ incidental services and well acquainted with the profile and functioning of the ICSI, represented its adequate experience in providing services through its well skilled, qualified and experienced staff/employees and representatives and expressed its willingness to undertake and provide the said services for the ICSI.

Based on the representations and warranties of the Service Provider as contained in this Contract, the ICSI agreed to engage the Service Provider for Services on the terms and conditions set forth in this Contract.
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. SCOPE OF WORK

A. Design, Supply, Develop, Customize, Install, Configure, Test & Commission all the software (E-PMS software with Database) and related products with necessary and adequate patches, upgrades, utilities, tools etc. to achieve full functionality including features required. Installation to be done under cloud based / virtualized / physical environment as per requirement of ICSI.

B. Seamless integration of supplied, customized, developed Tailor made software of E-PMS with existing ERP and other legacy applications running as per requirement and future upgrades if any.

C. 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.

D. The bidder is expected to understand the requirements in details and come up with the finalized solution for ICSI.

E. Bidder is expected to carry out the necessary software/environment set-ups for the implementation of the software.

F. Bidder is expected to carry out Configuration and customization /development in all the environments defined as a part of the project environment

G. Bidder is expected to carry out all the necessary integrations with the systems to make the self service system work as per the expectation. This includes integration with other existing internal systems.

H. Bidder is expected to carry out extensive testing and produce appropriate test results. Bidder is also expected to work with ICSI to carry out the User Acceptance testing in one/multiple locations.

I. The Implementation Partner shall implement all required upgrades, patches, bug fixes etc. until the end of the support period.

J. The Implementation Partner will give adequate trainings at major cities to different personnel identified by ICSI at various levels of the organization.

K. Customizations will be executed completely by bidder to meet the business functionalities as required.

L. The bidder should provide System Administration manual(s), User / operational manual(s), regular training manuals and all related manual(s), service guides and handbooks, which shall be used by ICSI to run the ideal production environment. This should include how the various parameters should be monitored and tuned in the live system. All installation and configuration reports, documents, diagrams etc are to be supplied before commissioning. Two sets of above specified manuals should be
provided in printed duly hard bounded form and 2 sets in soft copy on CD should be provided.

M. One year of Comprehensive on-Site warranty maintenance of customized software of E-PMS along with Database and related products with customization, change management, addition of new reports as required and desired by ICSI, Performance tuning of application, necessary and adequate patches, upgrades, utilities, tools etc. after successful GO-LIVE of Tailor made E-PMS at ICSI.

2. The whole work included in the RFP 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 RFP, 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 which would be mutually discussed.

5. SECURITY DEPOSIT

The successful Bidder shall be required to give a security deposit for faithful performance of the RFP.

The successful bidder shall submit the security deposit / performance guarantee from scheduled bank of equivalent amount of 10% of the contract value on awarding the contract within 15 days of issue of order but before execution of the agreement, to cover any loss or damage caused to or suffered by the Institute due to acts of commission and omission by the successful bidder or any failure on the part of the successful bidder in fulfilment of terms and conditions of the contract and conditions contained in the agreement. The Bank Guarantee shall have to remain valid for the entire duration of the Contract plus three months beyond the completion of contract period. The successful bidder shall not be entitled to any claim or receive any interest on the amount of performance guarantee. The EMD of the successful bidder will be refunded after submission of the performance Guarantee/Security Deposit.

The successful bidder having valid registration with NSIC/MSME on the date of submission of bid, are also required to submit requisite security deposit / performance guarantee.

Forfeiture of Security Deposit and Invoking of Bank Guarantee

ICSI shall have the unequivocal right to invoke the Bank Guarantee and to forfeit the security deposit if the Service Provider contravene or breach any of the terms and conditions of the Agreement or if the Service Provider withdraws or amends, impairs or derogates from Agreement or fails to execute the work as per the Agreement or fails to deliver the satisfactory performance during the period of Agreement.
ICSI shall also have the right to invoke the Bank Guarantee and to forfeit the security deposit and to adjust the damage or loss caused to the ICSI due to the negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the Service Provider or its staff / employee / agent / representative.

Whenever under Agreement any sum of money is recoverable from and payable by the Service Provider, the ICSI shall have right to recover such sum by appropriating in part or in whole from the security deposit / bank guarantee of the Service Provider. In the event of the security deposit / bank guarantee being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Service Provider or which at any time thereafter may become due to the Service Provider under this or any other Agreement with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the Service Provider shall pay the ICSI on demand the remaining amount.

6. TIME - ESSENCE OF CONTRACT

The time allowed for completing the work under RFP / SLA and handing over the same shall be of the essence of the Contract and shall be strictly observed by the Bidder. The Work shall proceed with due diligence until Final Completion. ICSI would extend all required support and inputs to help the Bidder to meet the project timelines. For delays which are directly attributable to the sole actions and / or scope of work of the Bidder, the Bidder shall be liable to pay penalty and/or liquidated damages as per the provisions of this Agreement.

7. TERMINATION

The ICSI without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving one (01) months’ notice in writing in case the successful bidder fails to discharge its obligation under this agreement/contract without sufficient ground or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or due to any other type of misconduct by the successful bidder or by its staff or agent.

Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall be continued by the successful bidder during the period of the termination notice and the same must be satisfied / completed before this agreement/contract is terminated. The ICSI may also put in place any other agency for carrying out the remaining work and expenditure incurred on same shall be recovered from the successful bidder.

8. BLACKLISTING
The ICSI without prejudice to any other remedy and rights, reserves the right to blacklist the Service Provider 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 RFP / Work Order / Service Level Agreement (SLA) or negligence, carelessness, inefficiency, fraud, mischief, misappropriation or any other type of misconduct by Service Provider or by its staff, agent, employee or officer etc. or by any other person directly or indirectly employed by him.

9. Whenever under this RFP / Work Order / Service Level Agreement (SLA), any sum of money is recoverable from and payable by the Service Provider, 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 Service Provider. 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 Service Provider or which at any time thereafter may become due to the Service Provider under this or any other RFP / contract with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the Service Provider shall pay the ICSI on demand the remaining balance.

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

11. CONSIDERATION

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Project Milestones</th>
<th>Payment Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project delivery, Installation and Implementation</td>
<td>80%</td>
</tr>
<tr>
<td></td>
<td>Production Movement</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Approval of Integrated System Testing Report</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Approval of Training Manuals, Systems Administration Manuals, User manuals, Installation Manuals, Operational Manuals, Maintenance Manuals</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Admin, technical and user training</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Approval of Final Roll out and Go Live</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Post Implementation Support for one year</td>
<td>20%</td>
</tr>
</tbody>
</table>

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Payment of Taxes

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

12. ICSI RESPONSIBILITIES

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

12.1 **Access:** ICSI shall grant access to relevant project artifacts, API’s related sites, office areas and other facilities to Service Provider and its authorized representatives if required, subject to ICSI’s reasonable security restrictions.

12.2 **Project Contacts:** ICSI designates Deputy Director, Human Resource 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.

13. SERVICE PROVIDER RESPONSIBILITIES

1.1 **Services**
The Service Provider will provide adequate development/installation team for the smooth functioning of the system to the full satisfaction of the institute.

1.2 **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, databases 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.2500/- 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 due to any vulnerability of the software application developed and delivered by the Service Provider, including Denial of Service Attacks (DoS) / Distributed Denial of Service (DDoS) attacks malware, the penal provisions will be Rs. 50,000/- (Rupees Fifty 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 bidder. Service Provider will support the
software solution delivered for a period of 1 year as per the terms and conditions of the RFP.

1.3 Corrective Maintenance
In accordance with the terms of this Agreement, Service Provider shall perform corrective maintenance on the Software application for all components as provided and implemented by service provider. Service Provider shall maintain delivered software application 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 bidder 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. 500/- per incident per day will be levied on Service Provider.

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

* 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.

1.4 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.2500/- per day or part of day will be levied on Service Provider.

1.5 Service Calls
Service Provider will configure the Web Servers / services such that the fault is communicated immediately to their firm and designated official of ICSI through SMS or / and E-mail (SMS and Email charges to be paid by ICSI). 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. 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.

14. FORCE MAJEURE

i) For the purpose of this Article, Force “Majeure” means any cause, which is beyond the successful bidder control or that of the Institute, as the case may be, which both could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the order, such as:-

- War / hostilities
- Riot or civil commotion
- Earth Quake, Flood, Fire, Tempest, Epidemics, Lightning or other natural physical Disaster, Quarantine restricts and Freight embargoes
- Restrictions imposed by the Government or other statutory bodies, which is beyond the successful bidder control or of the Institute, which prevent or delay the execution of the order either by the successful bidder or by the Institute.

ii) If a Force Majeure situation arises, the successful bidder are required to promptly notify ICSI in writing of such condition and the cause thereof within a period of three (3) days from the date of happening of such an event requiring invocation of this force majeure article. Unless otherwise directed by the ICSI in writing, the successful bidder will continue to perform its obligations under this order as far as is reasonably practical and shall seek all reasonable alternative means for performances of this order.

15. CONFIDENTIALITY

a. During the term of the Agreement and thereafter, any disclosing party's Confidential Information received by the receiving party, under and by virtue of the 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 in writing of such disclosure. For purposes of this agreement "Confidential Information" means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and / or (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

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

c. Provided that upon the expiration, cancellation, or termination of 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.

SUB-CONTRACTING: The successful bidder will not assign or transfer and sub-contract its interest / obligations under this contract to any other concern / individual without the prior written consent of the ICSI.
**Statutory Compliance:** The successful bidder will be required to comply with all statutory obligations from time to time applicable to this contract.

**Governing Law**
The Agreement shall be interpreted in accordance with and governed by the laws of India.

**16. INDEMNITY**

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

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

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

**17. INDEPENDENT CONTRACTOR OR SUBCONTRACTOR**

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

**18. ADDITIONAL CONDITIONS**
18.1 **Complete Agreement:**

This RFP 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.

18.2 **Non-Exclusive Agreement:**

The Agreement between the ICSI and the Service Provider is a non-exclusive agreement. The ICSI shall be free to enter into any such agreement with any other Service Provider during currency or the extended currency of Agreement.

18.3 **Representations and Warranties:**

The Parties represent and warrant that they have relevant authority and permission under the applicable laws/ rules/ notifications or by virtue of the order/ instruction/ directive from the relevant authority to enter into this Agreement.

18.4 **Severability:**

If any provision of the Agreement is held invalid, unenforceable or illegal for any reason, the Agreement will remain otherwise in full force apart from that provision(s) which shall be deemed deleted.

18.5 **Assignment & Sub-Letting:**

Service Provider shall not assign or sub-let any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the ICSI. However, nothing in the foregoing shall be affected in the event of there being a merger, amalgamation or takeover of the business/ management of a party. In such an eventuality all the rights and obligations shall automatically be vested with the entity with which such party has been merged or is taken over.

18.6 **Alteration and Modification:**

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

18.7 **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.

18.8 **Notices & 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.

18.9 **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.

18.10 **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) This Agreement

(2) The Attachments (if any)

(3) The Work Order (if any)

(4) The RFP

**19. ARBITRATION**

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

The firm will bear full responsibility for delays, which can be directly attributable to the sole actions and scope of work of the Service Provider, in the project timelines.

The timelines as provided by the ICSI is to be strictly followed for each and every activity. In case, the Service Provider fails to adhere to the timeline submitted in the technical bid / or as approved by ICSI, a penalty of Rs. 3500/- 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 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 Contract Value. In case of delay beyond 365 days in design, development and implementation, the Institute reserves the right to terminate the agreement and recover the cost paid plus damages (capped at a upper limit of 10% of the Contract Value) from the Bank guarantee / security / EMD / other measures.

21. DELIVERY AND ACCEPTANCE

Deliverables will be formally accepted after ICSI certifies acceptance of the deliverables and recommends for payments to the Service Provider 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 Service Provider within a week.

22. Documentation

The Service Provider shall provide the following documentations in digitally signed soft copies (in USB / CD):

2. Detail Project Plan
3. Fortnightly progress reports
5. Test Plans and Test cases (including Unit Test Plan, System/Integration Test Plan, User Acceptance Test Plan, Security Test Plan, Load Test Plan)
6. Training Manuals
7. Systems Administration Manuals
8. User manuals
9. Installation / Deployment Manuals
10. Operational / Functional Manuals
11. Maintenance / Troubleshooting Manuals
12. 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 S. no. 7 to 12 should be provided in two stages

1. Before Training
2. After Rollout

23. 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.

24. 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 RFP. The Service Provider 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 Service Provider 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.

25. Intellectual Property Rights

The Service Provider shall ensure that it holds all necessary copyrights, license rights and other proprietary rights required in respect of any device or method used by it while providing the Services. The Service Provider shall indemnify and hold ICSI harmless from and against any liability, penalty, cost or expense suffered or incurred as a result of Service Provider failing to comply with his obligation under the Agreement.

26. Genuine Software

Both parties agree that the software that is required to be used for the purposes as envisaged under Agreement shall be genuine and registered software and not a pirated version of any nature. Service Provider undertakes that the software developed/ to be developed by it for the work shall be its own and that there shall no infringement of copy right/intellectual right of any other person. Service Provider further undertakes that it shall indemnify, and keep the ICSI at all-time indemnified against any such infringement.

27. Copyright
Any Module which is specifically developed / Customized for ICSI as per its requirements, Source code / Copyright of which shall be the property of ICSI

28. Compliances of Law

A. The Service Provider shall provide the Services in strict compliance with all relevant laws and regulations of the State or Territory within India where the Services are being rendered and in accordance with the conditions of any permit, license or concession relating to any part of the Services, whether held by the Service Provider, ICSI or any other concerned party.

B. The Service Provider shall indemnify and hold ICSI harmless at all times from and against any liability, penalty, cost or expense suffered or incurred as a result of the Service Provider failing to comply with any law, or regulation, or such permit or license relating to any part of the Services.

29. 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, **Service Provider** 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 **Service Provider** 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.

30. 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.
31. 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 bidder 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 bidder and accepted by ICSI.

3. All required training as defined in this bid document and delivered by the bidder 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.

32. 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

33. Operations and Maintenance

The Service Provider shall maintain and Support the supplied software for a period of one year 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.

34. LIQUIDATED DAMAGES
If the Service Provider 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 as detailed below:

a) ½ per cent of total value of contract, for each day of delay, in case of goods are delivered either in full or partly within 7 days after the due date;

b) 1 per cent of total value of contract subject to maximum 10%, for each day of delay, in case of goods are delivered either in full or partly beyond 7 days but up to 14 days after the due date;

c) Even after two (02) weeks of delay, if the vendor fails to deliver the goods and services, ICSI may reject or accept the goods and services at its sole discretion after imposing applicable penalty and decide accordingly on approval of the competent authority.

Competent Authority may relax or waive the penalty in case the delay is due to reasons beyond the control of the supplier or on other justified grounds.

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.

35. Jurisdiction

All disputes arising out of at any time, in connection with construction, meaning operation, effect, interpretation or out of this agreement or breach thereof 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 M/s ___________________ FOR ICSI
AUTHORISED SIGNATORY
NAME: 
DESIGNATION: 
DATE: 

Page 54 of 61
In presence of

1. 
2. 

(Appendix A)

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA
ICSI HOUSE, C-36, SECTOR-62, NOIDA -201309

No.ICSI/HR/EPMS/2019 Date: 16th September, 2019

Request for Proposal (RFP) for Development/Supply, Delivery, Implementation and Maintenance of E-Performance Management System (E-PMS) for ICSI

PART ‘B’ (TECHNICAL BID)

Form I: PARTICULARS OF BIDDER
1. Name of the bidder
   (a) Trade Name
   _______________________
   (b) Status of the Bidder
   _______________________
   (Limited Co./ LLP /Partnership/ Proprietorship)
   (Enclose self attested copy of document)
   (c) Name of CEO/Directors /Partners/ Proprietor
   _______________________

2. Postal Address
   _______________________
   _______________________

3. Telephone No. / Mobile No. for communication
   _______________________

4. (a) E-mail-id (mandatory)
   (b) Website address (if available)
   _______________________

5. Bank Draft No, date, Bank name and amount (if applicable)/MSME or NSIC Regn. No.
   (a) Tender Fees
   _______________________
   (b) EMD
   _______________________
   (c) MSME/NSIC Regn. No. (if applicable) & its valid period
   _______________________
   (Enclose self-attested certificate photocopy)

6. Name of the Banker, Branch Name, A/c No. and IFS Code
   (for e-payment purpose)
   _______________________

Page 56 of 61
7. PAN (Enclose self-attested photocopy) _______________________

8. GSTIN Code (Enclose self-attested photocopy) _______________________

9. Lab. Licence/EPF/ESIC Reg. No. (if applicable) _______________________
   (Enclose self-attested photocopy)

11. Trade License/Business License/CIN (if applicable) _______________________
    (Enclose self-attested photocopy)

I/We hereby declare and affirm that I/we have read and understood the terms and conditions of this tender/quotation/NIT as stipulated in the tender notice No._______________. Accordingly, I/ we accept the terms and conditions and hereby offer the rates for “_________________________ (name of the work or supply)” as per Financial Bid (Part ‘C’).

Signature _______________________

(Authorized signatory of the agency)

Name of the bidder _______________________

Date_________ Official seal of bidder ______________

• NOTE: Please submit all supporting documents (self-attested photocopy) wherever applicable in support of the information furnished above with seal and signature of the bidder’s authorized representative.

(Annexure B)

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA
ICSI HOUSE, C-36, SECTOR-62, NOIDA -201309

No. ICSI/HR/EPMS/2019 Date: 16th September, 2019
# Request for Proposal (RFP) for Development/Supply, Delivery, Implementation and Maintenance of E-Performance Management System (E-PMS) for ICSI

## Form II: Eligibility Criteria Details

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<thead>
<tr>
<th></th>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The bidder must be incorporated and registered in India under the Indian Companies Act 1956 or 2013 and should have been operating in India</td>
<td></td>
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</tr>
<tr>
<td>2</td>
<td>Bidder should have average of annual turnover of minimum Rs. 40 lakhs in the last three preceding financial years (2017-2018; 2016-2017; 2015-2016)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>The bidder should own the copyright of the source code of the solution. The bidder should be able to make changes as and when required in any of the components of the software/source code being utilized for the purpose throughout the term of Agreement with ICSI.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>The bidder should have on his pay roll minimum 15 employees for the proper execution of the contract.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>The Bidder must have not been blacklisted by Central/ State Government Ministry/ Department/ PSU/Government Company. Bidder must not be under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice with any Central/ State Government Ministry/Department/ PSU/ Government Company in last 3 years</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Power of Attorney / Board Resolution for signing the bid, letters etc. on behalf of the firm. Details of Authorized Signatory including attestation of the signatures of the Authorized Signatory by the company’s bankers or from the competent authority</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>The Bidder must have successfully completed/ executed at least Three (3) Web based similar contracts / projects from</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The bidder must comply the above mentioned eligibility conditions and if any bidder does not fulfill the same, they will be technically rejected.

Date: __________________________

Signature ______________________

(Authorized signatory of the agency)

Name of the bidder ______________________

---

Annexure C

**RFP acceptance letter to be printed on business letterhead of the bidder and to be submitted with the Technical Bid**

To

The Secretary
Sub: Request for Proposal (RFP) For Development/Supply, Delivery, Implementation and Maintenance of E-Performance Management System (E-PMS) for ICSI

Sir,

This is with reference to the RFP No. ICSI/HR/EPMS/2019 due on __________. We are interested to participate in the ‘Development/Supply, Delivery, Implementation and Maintenance of E-Performance Management System (E-PMS) for ICSI’.

We declare that:

i) We have read and understood the terms and conditions given in the RFP/tender Document;

ii) We are eligible for award of the contract as per the qualification criteria mentioned in the RFP/tender document;

iii) We accept and agree to all the terms and conditions of the RFP/tender;

iv) We shall comply with all the terms and conditions of the RFP/tender;

v) All the information / documents provided in this bid are true to the best of our knowledge and belief. If at any stage, the information / documents are found to be false, misleading or incorrect then this Bid / Purchase Order shall be cancelled at our cost and risk and we shall indemnify the Institute (ICSI) for the loss caused due to the cancellation and we shall be liable for penal / legal action including black listing by ICSI.

vi) We understand that ICSI reserves the right to cancel the RFP/tender at any stage or cancel / reject any one or more bid without incurring any liability.

vii) The duly signed copies of all the RFP pages are attached herewith.

viii) We have attached all the following documents provided in this bid.

a) Bank Draft/Pay Order (Demand draft o in favour of “The Institute of Company Secretaries of India”, payable at NewDelhi) towards the RFP cost/ fee & EMD.

b) Audited Annual Report / Accounts of the last three Financial Years

c) Copy of the address proof
d) Certificate of Registration/Incorporation/any other valid proof to verify the existence and experience certificate etc.
e) Self-Declaration/ undertaking as per eligibility criteria of RFP.
f) MSME Certification (If Applicable)
g) Copy of GST Certificate & PAN Card

(Signature of the Bidder)

Printed Name

Designation

Official seal/ stamp

Date: