CORRIGENDUM

The date for submission of “EOI for Creation, Updation and Maintenance of e-book Portal on Companies Act 2013” has been extended upto March 28, 2016 by 3:00 pm due to administrative reasons and date of opening the offers shall be on March 29, 2016 at 11:00 AM at ICSI HQ at Lodhi Road, New Delhi.

Other terms & conditions of the EOI dated March 3, 2016 remains the same.

The bidders may take note the above changes.

Date: March 17, 2016

(Sanjay Pandey)

JOINT SECRETARY
Expression of Interest (EOI)
For
Creation, Updation and Maintenance of e-book Portal on Companies Act 2013

<table>
<thead>
<tr>
<th>Important Date &amp; Information</th>
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<tbody>
<tr>
<td>1</td>
<td>EOI Publish Date</td>
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<tr>
<td>2</td>
<td>Last date and time for Sending Pre-Bid Queries in writing</td>
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<td>3</td>
<td>Pre-Bid Meeting date, time &amp; venue</td>
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<td>4</td>
<td>Bid Validity</td>
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<td>5</td>
<td>Last Date of Submission of Bids</td>
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<td>6</td>
<td>Address for submission of Bids</td>
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<td>7</td>
<td>Venue, Date and time of opening of Technical Bids.</td>
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<td>8</td>
<td>Date and time of opening of commercial bids.</td>
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<td>9</td>
<td>Contact details</td>
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<td>10</td>
<td>Institute Website</td>
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Statement of Confidentiality

The information contained in this EOI Document or subsequently provided to Bidder(s) / Applicants whether verbally or in documentary form by or on behalf of Institute of Company Secretaries of India (hereinafter “ICSI”) or by any of their employees or advisors, shall be subject to the terms and conditions set out in this EOI Document and all other terms and conditions subject to which such information is provided. The purpose of this EOI document is to provide the Bidder(s)/Applicants with information to assist the formulation of their proposals. This EOI Document does not purport to contain all the information each Bidder/Applicant may require. This EOI document may not be appropriate for all persons, and it is not possible for the ICSI, their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder/Applicant who reads or uses this EOI document. Each Bidder/Applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this EOI 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 EOI document. ICSI may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this EOI Document.
1. INTRODUCTION:

The Institute of Company Secretaries of India (ICSI) is a statutory body set up by an Act of Parliament. It is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India, and its Headquarters is located at “ICSI House”, 22 Institutional Area, Lodi Road, New Delhi-110 003.

ICSI invites expression of interest (EOI) from bidders’ for developing and maintaining portal which will be hosted on ICSI/Ministry of Corporate Affairs website that integrates Companies Act, Rules, Notifications, Orders, Circulars in a comprehensive manner and keep it up to date at all times.

Sealed EOI are invited by the Institute of Company Secretaries of India (ICSI), located at “ICSI House”, 22, Institutional Area, Lodi Road, New Delhi-110003 for “Creation, Updation and Maintenance of e-book portal on Companies Act 2013”.

The terms and conditions governing the EOI are as under:

1. The EOI document can be downloaded from the website of the ICSI (www.icsi.edu).

2. EOI should be submitted in two separate sealed covers. First cover containing, "TECHNICAL BID", should provide only technical details as per the requirements in this EOI along with literature, pamphlets, drawing etc. Second cover containing, "COMMERCIAL BID" should provide only Price. Both the covers should first be sealed separately, and then both the covers should be kept in a single sealed bigger envelop.

3. The sealed EOI are to be submitted in prescribed format on your business letter head duly stamped, dated and signed on each page of the EOI as unconditional acceptance to the terms prescribed by the ICSI therein. Details/supporting documents wherever applicable, if attached with the bid should be fully authenticated by the Bidder/s.

The sealed Expression of Interest duly superscribed, “EOI forCreation, Updation and Maintenance of e-book Portal on Companies Act 2013”, should be addressed by name to the President and sent at the Institute’s address given below either by registered post/speed post/or by dropping in the tender box placed at 3rd floor of ICSI’s Headquarter & should reach on or before March 17, 2016 by 3:00 PM

Address:
The President
The Institute of Company Secretaries of India
ICSI House, (3rd Floor: Tender Box)
22, Institutional Area, Lodi Road
New Delhi-110003
The ICSI will not be responsible for any postal delays. Application through e-mail is not valid. The ICSI reserves the right to accept or reject any or all the applications without assigning any reasons, whatsoever.

Date: March 3, 2016

(Dr. Sanjay Pandey)

JOINT SECRETARY
2. SCOPE OF SERVICES

Recognizing the need to keep updated members of ICSI with the Act, Rules, Notifications, Orders, Amendments and Circulars, the Institute invites expression of interest for development and maintenance of e-book portal on Companies Act, 2013 as per the following terms and conditions:

i. Create an e-book portal which will integrate the Companies Act 2013, Rules, Notifications, Orders, Forms and Circulars and also indicate the amendments which have taken place thereto from time to time till date. The previous forms should also be available.

ii. The e-book portal will be housed on the ICSI/MCA Website.

iii. Undertake to keep the e-book portal updated for all changes in the form of amendments to the Act or Rules and any Notification, Orders or Forms or Circulars that may be issued from time to time within 24 hours of the notification. The e-book portal shall have e-books which has to be kept updated at all times.

iv. The vendor shall provide support services in such a manner that availability of the e-book portal will be 24 X 7 X 365.

v. Logo of ICSI and Ministry of Corporate Affairs may be placed on the every page of the e-book portal. Logo of vendor will not be placed at any page of e-book portal.

vi. The Institute reserves the right to enter into more agreements with any other party it deem fit.

vii. Approach to be used in E-book portal so that same may be configure on need basis with the help of Admin rights.

viii. All security measure must be taken care as per standard industry practice (SSL / TLS etc.)

ix. Search engine facility within E-book portal to be provided.

x. Facility for uploading of presentation / document / picture etc. in predefined area (one / more) through Admin rights.

xi. E-book portal must be responsive (compatible to all the browsers, versions and operating systems – windows, android, ios, etc.).

xii. Help/FAQ may be placed on E-book portal. Integration with the SMTP (mail gateway) for handing of complaints/grievances/suggestions etc.

xiii. Registration / Login may be placed on E-book portal to keep record of login.

xiv. Place for Suggestion/Feedback may be placed on E-book portal.

xv. Any other facility or utility which service provider considers necessary for making the service/product user friendly.

3. ELIGIBILITY CRITERIA

1. The Bidder/Applicant shall be a company incorporated, registered under the Companies Act, 2013 or any previous company law, or by a competent authority in case of foreign Bidder/Applicant companies or Limited Liability Partnership registered under the LLP Act, or a registered partnership Firm.

2. The Bidder/Applicant must not have been declared bankrupt / insolvent or should not have filed for bankruptcy / insolvency in the past five years or in the process of being declared bankrupt / insolvent before any designated authority in any country.
3. The entity shall have a minimum audited annual turnover of **INR 10 lakhs** or equivalent each year during last 3 financial years.

4. Bidder/Applicant shall have executed similar projects in a reputed Institute/organization with at **least three implementations in last three years in India**.

5. The Bidder/Applicant should not have been black-listed by central/ state governments/ PSUs.

6. Experience & turnover of 100% owned subsidiaries can be considered for the purpose of eligibility conditions. However, subsidiary is not allowed to claim experience & turnover of its holding/ parent company.

4. **DOCUMENTS ESTABLISHING BIDDER/APPLICANT’S ELIGIBILITY:**

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

   1. A copy of Certificate of Incorporation from Registrar of Companies or constitution document from competent authority in case of foreign companies signed by the Company Secretary / authorized signatory of the Bidder/Applicant Company.

   2. Copy of Articles of Association and Memorandum of Association/ LLP agreement/ Bye Laws & Rules.


   4. Details of Authorized Signatory including attestation of the signatures of the Authorized Signatory by the company's bankers.

   5. Certificate regarding Bidder/Applicant Company/ LLP/ Firm not being bankrupt/ insolvent from statutory Chartered Accountant/ Company Secretary of Bidder Company.

   6. Experience / Implementation Certificate from at least three separate companies wherein the Bidder/Applicant has provided services of similar nature.

   7. List of Directors/ managing Partners with their address (es), contact telephone numbers, email id, DIN, DIPN etc.

5. **Evaluation of Technical Proposals**

   a. Proposals which are not supported by adequate proof / Supplementary documents will not be evaluated.
b. 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 EOI.

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

6. Public Opening and Evaluation of Financial Proposals

a. After the technical evaluation is completed, the bidders who qualify in the Technical Proposal Evaluation shall be informed in writing about the time and location for opening the Commercial Proposals. Bidder’s attendance at the opening of Commercial Proposals is optional but it shall be recorded and signed by all present.

b. Commercial Proposals shall be opened publicly in the presence of the bidder’s representatives who choose to attend. The name of the bidders whose technical proposal is found responsive (i.e. identified bench mark) shall be read out. These Commercial Proposals of the bidders qualifying in Technical Proposal shall be then opened, and the prices read aloud and recorded.

c. Prices shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding.

d. Any discrepancy relating to prices quoted in the offer across different sections of the bid, only prices given in the prescribed format given in this EOI shall prevail.

7. Award of Contract

Award of Contract will be based on Evaluation of the commercial bids of the technically qualified bidders on lowest quote basis.

8. GENERAL CONDITIONS

1. The vendor must be a reputed service provider.

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

3. The Institute will then establish shortlisted vendors and invite interested bidders figuring on this list to participate in further discussion about the project in due course.

4. The Bidders/Applicants are advised to study the requirements of the Institute in details before submitting their application/bid and the presentation. The Bidders/Applicants may also submit the commercial formats on the basis of which they wish to take up the job.
5. **AMENDMENT OF EOI DOCUMENTS**

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

b) The amendments shall be notified on Institute’s web site, i.e. at https://www.icsi.edu and these amendments will be binding on all the Bidders/Applicants.

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

6. Bid shall remain valid for 180 days from the date of opening of bids. A bid valid for a shorter period shall be rejected.

7. The last date for receipt of sealed EOI in the Institute is March 17, 2016 by 3:00pm and the date and time for opening of technical bids is March 18, 2016, 11:00 am. No separate communication will be issued in this regard. Bids will be opened in the presence of the intending vendors or their authorized representatives, who wish to be present. In the event of due date being a closed holiday or declared Holiday for Central Government offices, the due date for opening of the EOI will be the following working day at the appointed date, time & venue.

8. Site for delivery of services are as under:

   The Institute of Company Secretaries of India  
   Head Office, 22 Institutional Area, Lodi Road,  
   New Delhi- 110003

9. The vendors shall be invited for a presentation of their solution subsequently.

10. Institute shall have the right to assess the competencies and capabilities of the bidder by going through the credentials given in the Technical Bid and on the basis of such credentials, the Institute may reject the candidature of the bidder without assigning any reason and decision of the Institute shall be final. In such case(s) the Commercial Bid shall not be opened for that particular bidder.

11. The Commercial Bid of only those parties who qualify in the technical scrutiny shall be opened and time and date for opening the Commercial Bid shall be communicated separately.

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

13. Institute reserves the right of accepting the EOI in whole or in part without assigning any reason and such decision shall be final. The part acceptance of the EOI shall not violate the terms and conditions of the contract and the bidder shall execute the work at the specified rates without any extra charges or compensation within the stipulated period.
14. The acceptance of EOI shall rest with the Institute. 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. Institute further reserves the right to accept a bid other than the lowest or to annul the entire bidding process with or without notice or reasons. Such decisions by ICSI shall be final and bear no liability whatsoever consequent upon such decisions.

15. FORCEMAJEURE

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

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

16. CONFIDENTIALITY

Bidder / Vendor shall not use or disclose any Confidential Information of the ICSI except as specifically contemplated herein. For purposes of this EOI “Confidential Information” means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

17. ARBITRATION

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

18. For any details / clarifications, Ms. BanuDandona, Joint Director, ICSI (011-45341030) E-mail Id: banu.dandona@icsi.edu may be contacted.

Date: March 3, 2016

(Dr. Sanjay Pandey)
JOINT SECRETARY

Part ‘A’ TECHNICAL BID
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<th>S. No.</th>
<th>Particulars.</th>
<th>Response</th>
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<tr>
<td>1</td>
<td>Name and complete address of the Company</td>
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<tr>
<td>2</td>
<td>Tele/Fax/E-mail/Cell No. Of the company</td>
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<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>
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<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>
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<td>5</td>
<td>Income-tax registration number along with documentary evidence</td>
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<td>6</td>
<td>A) Sales tax registration number along with documentary evidence B) Please also specify if you are registered with appropriate Authority under Works Contract Act, 1999. (Please provide details)</td>
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<td>7</td>
<td>List of clients to whom services (as per this EOI) in last 2 year provided with details of company, value of business, concerned person name &amp; his telephone no. (Please attach full details)</td>
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<td>8</td>
<td>Current similar assignments on hand, if any</td>
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<td>9</td>
<td>Turnover in last three financial years, i.e. Year 2014-201, 2013-14 and 2012-13.</td>
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<td>10</td>
<td>Paid up capital of the firm.</td>
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<tr>
<td>11</td>
<td>Details of man power for execution of services</td>
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Place: 

SIGNATURE OF THE APPLICANT

Date: 

NAME & DESIGNATION SEAL OF ORGANISATION
Part ‘B’ COMMERCIAL BID

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

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<th>Sno</th>
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<tr>
<td>1</td>
<td>One Time Cost for ICSI</td>
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<td>2</td>
<td>One time Cost for the members</td>
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<td>3</td>
<td>Cost of Annual subscription to ICSI</td>
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<td>4</td>
<td>Cost of Annual subscription to members</td>
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<td>5</td>
<td>Specify entity other than above</td>
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Declaration

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

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

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

IV. We confirm that we have not been barred / blacklisted / disqualified by any Regulators / Statutory Body in India and we understand that if any false information is detected at a later date, the assignment shall be cancelled at the discretion of the institute.

V. All the information furnished by us here in above is correct to the best of our knowledge and belief.

Place: SIGNATURE OF THE APPLICANT

Date: NAME & DESIGNATION SEAL OF ORGANISATION