THE INSTITUTE OF Company Secretaries of India
भारतीय कम्पनी सचिव संस्थान
IN PURSUIT OF PROFESSIONAL EXCELLENCE
Statutory body under an Act of Parliament

ICSI HOUSE, C-36, SECTOR-62, NOIDA -201309

ICSI/RFP/ERPS/2019   **17th June, 2019**

Request for Proposal (RFP)
For
Comprehensive ERP Support (comprising of Oracle Apps, Microsoft Share Point & Dotnet Technologies) for ICSI

Important Date & Information		
1	RFP Publish Date	17th June, 2019
2	Cost of RFP	Rs.590/- (Rs.500 + 18% GST) (Rupees Five Hundred and Ninety Only)
3	Earnest Money Deposit (EMD)	Rs.1,00,000/- (Rupees One Lakh only)
4	Last date and time for Sending Pre-Bid Queries in writing	All queries has to be send at rfperpsupport@icsi.edu by 2:00 PM on 26th June, 2019.
5	Pre-Bid Meeting date, time & venue	27th June, 2019 at 11:00 AM Venue : ICSI House, C – 36, (4th Floor) Sector 62, Noida – 201309
6	Bid Validity	180 days from the date of opening of bids
7	Last Date of Submission of Bids	8th July, 2019 by 2:00 PM
8	Address for submission of Bids	The Institute of Company Secretaries of India, ICSI House, C – 36, (Ground Floor: Tender Box), Sector – 62, Noida – 201309
9	Date, time & Venue of opening of Technical Bids.	8th July, 2019 at 3:00 PM The Institute of Company Secretaries of India, ICSI House, C – 36, (5th Floor : Committee Room), Sector – 62, Noida – 201309
10	Date and time of opening of commercial bids.	Will be intimated in due course to technically short listed bidders only.
11	Contact details	**Dr. Nikhat Khan, Director (IT), ICSI, Tel. No.:0120-408 2019, Email Id: nikhat.khan@icsi.edu All pre-bid queries has to be send at rfperpsupport@icsi.edu**
12	Institute Website	www.icsi.edu

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" / "Institute") 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, statue, 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.

Contents

ICSI/RFP/ERPS/2019   **17th June, 2019**

Request for Proposal (RFP) For Comprehensive ERP Support (comprising of Oracle Apps, Microsoft Share Point & Dotnet Technologies) 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. Some of the Directorates of the ICSI are functioning from its Noida Office at "ICSI House", C-36, Sector - 62, Noida, Uttar Pradesh-201309

The Institute has also 4 Regional Offices (ROs) at New Delhi, Kolkata, Mumbai & Chennai and one Center for Corporate Governance Research & Training (CCGRT) at Mumbai and one Centre of Excellence at Hyderabad .The Institute has also currently 74 chapter offices spread all over the India.

The Institute is the only recognized professional body in India to make provision for the regulation and development of the profession of Company Secretaries with the vision to be a global leader in promoting good Corporate Governance and with a mission to develop a high caliber professionals facilitating good Corporate Governance. Any person intending to become a "Company Secretary" has to enroll himself for the course offered by the Institute, get the eligibility to appear in the examinations conducted by the Institute, pass the examinations and acquire the prescribed experience and practical training as prescribed by the Institute. The Institute conducts the course of Company Secretary-ship on All India basis and awards the certificate bestowing the designation of Company Secretary (CS) to a candidate qualifying for its membership.

The Institute invites bids for **Comprehensive ERP Support (comprising of Oracle Apps, Microsoft Share Point & Dotnet Technologies) for ICSI** as per enclosed RFP document and accordingly sealed RFPs are invited as stated in the RFP document.

The Request for Bid document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with ICSI. Neither ICSI nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

Subject to any law to the contrary, and to the maximum extent permitted by law, ICSI and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of ICSI or any of its officers, employees, contractors, agents, or advisers.

The RFP document may be obtained during working hours on all working days at a cost as mentioned above from the Reception Counter of the Institute on cash payment or by submitting a demand draft in favor of "The Institute of Company Secretaries of India", payable at New Delhi. The RFP document can also be downloaded from the website of the Institute (www.icsi.edu) for which Bidder would be required to enclose a demand draft equivalent to RFP document cost along with their quotes, failing which the RFP shall not be entertained.

DEFINITIONS

    i)   The "ICSI" / "Institute" means THE INSTITUTE OF COMPANY SECRETARIES OF INDIA, New Delhi.

    ii)   The "Contract" means **Comprehensive ERP Support (comprising of Oracle Apps, Microsoft Share Point & Dotnet Technologies) 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 **Comprehensive ERP Support (comprising of Oracle Apps, Microsoft Share Point & Dotnet Technologies) for ICSI** and applies in response to this notice inviting RFP.

    iv)   "Vendor" mean the successful bidder who is engaged by ICSI to **Comprehensive ERP Support (comprising of Oracle Apps, Microsoft Share Point & Dotnet Technologies) 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. Work order along with the Letter of Intent if any and tender documents and the agreement constitutes the contract.

The terms and conditions governing the RFP are as under:

1. The RFP document may be obtained during working hours from **17th June, 2019 to 8th July, 2019 (till 01.00 PM) on all working days of ICSI-HQ on payment of Rs.590/- (Rs.500 + 18% GST)** from the Reception Counter of the Institute on cash payment or by submitting a demand draft in favour of **"The Institute of Company Secretaries of India", payable at New Delhi.**

2. The tender document can also be downloaded from the website of the Institute (www.icsi.edu) for which bidder would be required to enclose a demand draft of **Rs.590/- (Rs.500 + 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.

3. **Please Note both Technical Bid and Commercial Bid need to be submitted separately in sealed envelopes and both envelopes together in bigger envelope. No separate communication in this regard will be entertained.**

4. The **BID** should comprise of two sealed covers. The First sealed cover should contain **"TECHNICAL BID" PART A** (i.e. Cost of RFP and EMD, stamped and signed on each page of the RPF Document, technical details as per the requirements in this RFP along with literature, pamphlets, drawing etc. **and soft copy in USB Drive / CD**). The Second sealed cover should contain **"COMMERCIAL BID" PART B** with **Soft Copy in excel format as per the Commercial Bid Format in USB Drive / CD.** Both the sealed envelopes bearing No. 1 and 2 are to be put in the **main envelop i.e. Envelop No.3** duly super-scribed **"Bid for Comprehensive ERP Support**

(comprising of Oracle Apps, Microsoft Share Point & Dotnet Technologies) for ICSI".

5. The sealed RFP are to be submitted in prescribed format on Bidder's business letter head duly stamped, dated and signed on each page of the RFP 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.

6. **Earnest Money Deposit (EMD)**
   i. The Earnest Money Deposit (EMD) of **Rs.1,00,000/- (Rupees One Lakh only)** in the form of Demand Draft/pay order drawn 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 opts to convert the EMD to be part of the performance security, balance amount towards the performance security will be submitted by the selected bidder/ vendor with the ICSI in the form of bank guarantee from scheduled bank immediately within 7 days of issue of work order but before execution of the agreement. 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).

7. Rates should be quoted both in figures as well as in words in legible manner. In case of any anomaly in arithmetic calculation found in the price Bids, ICSI reserves it's right to recalculate the total Bid-price based on correct arithmetic calculation. While re-calculating the Bid-price, ICSI may apply formula which is beneficial to the Institute and the decision on the same shall be binding on the bidders. This re-calculated Bid-price shall be taken into account for final selection of the successful bidder. If the rates quoted in words & figures are at variance, the lowest of the either will be taken as final.

8. Rate quoted in the bid shall expressly be inclusive of all statutory taxes, fees, cess, duties, levies, charges and any other statutory components (net to ICSI) except GST which shall be shown separately. It should clearly indicate the base price inclusive of all statutory taxes, fees, cess, duties, levies, charges and any other statutory components except GST which should be shown separately.

9. 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.

10. **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.

11. 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 Technical Bid criteria, ICSI may apply any criteria for screening the bids to restrict the list of technically 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, thus occurring no liability to any of the Bidders.

The sealed Request for Proposal duly superscripted, **"Comprehensive ERP Support (comprising of Oracle Apps, Microsoft Share Point & Dotnet Technologies) 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 the due date.

Address:

> 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 and shall be rejected out rightly. Bid/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.

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.

Date: 17th June, 2019   (Amit Kumar Ghosal)
                                                    DIRECTOR (Purchase & Stores)

2. CURRENT SYSTEM ENVIRONMENT AT ICSI

The Institute has implemented a comprehensive IT enabled online Solution combining Oracle Apps, Microsoft SharePoint and customized dotnet applications to cater the requirements of the Institute. The different components are as follows:

- Oracle E-business suite Version R-12.1.3
    - Oracle Financials (AP, AR, FA, GL, CM)
    - Oracle Purchasing
    - Oracle Order Management
    - Oracle Inventory
    - Oracle Payroll
    - Oracle HRMS
    - Oracle Self Service
    - Oracle Performance Management
  Application Snapshot

Instance Info	
Instance Name	PROD
Application Version	12.1.3
Data Base Version	11.2.0.3.0
Operating System	X86_64/Linux 5.7
Multi- Org - Enabled	Yes
Multi Currency Enabled	No
Multi Language Enabled	No
Clustered DB	No
Database Size	240 GB
Workflow Version	
32-64 Bit	64 bit
OATM	Not Enabled
PCP	Enable
NLS Character Set	UTF8

Enterprise Snapshot

Enterprise Snapshot	
Secondary Ledgers	1
Business Group	8
Legal Entity	8
Operating Unit	75
Inventory Org	75

- Microsoft SharePoint workflow based Document Management System
- Customized Dot Net based application
- Point of Sale (Receipt Accounting System-RAS)
- Centralized Receipt Accounting System (CRAS)
- Custom ERP to handle inventory at chapters level
- Web portal www.icsi.in and www.icsi.edu
- Data Sync among different applications like Oracle apps, SharePoint portal and custom applications
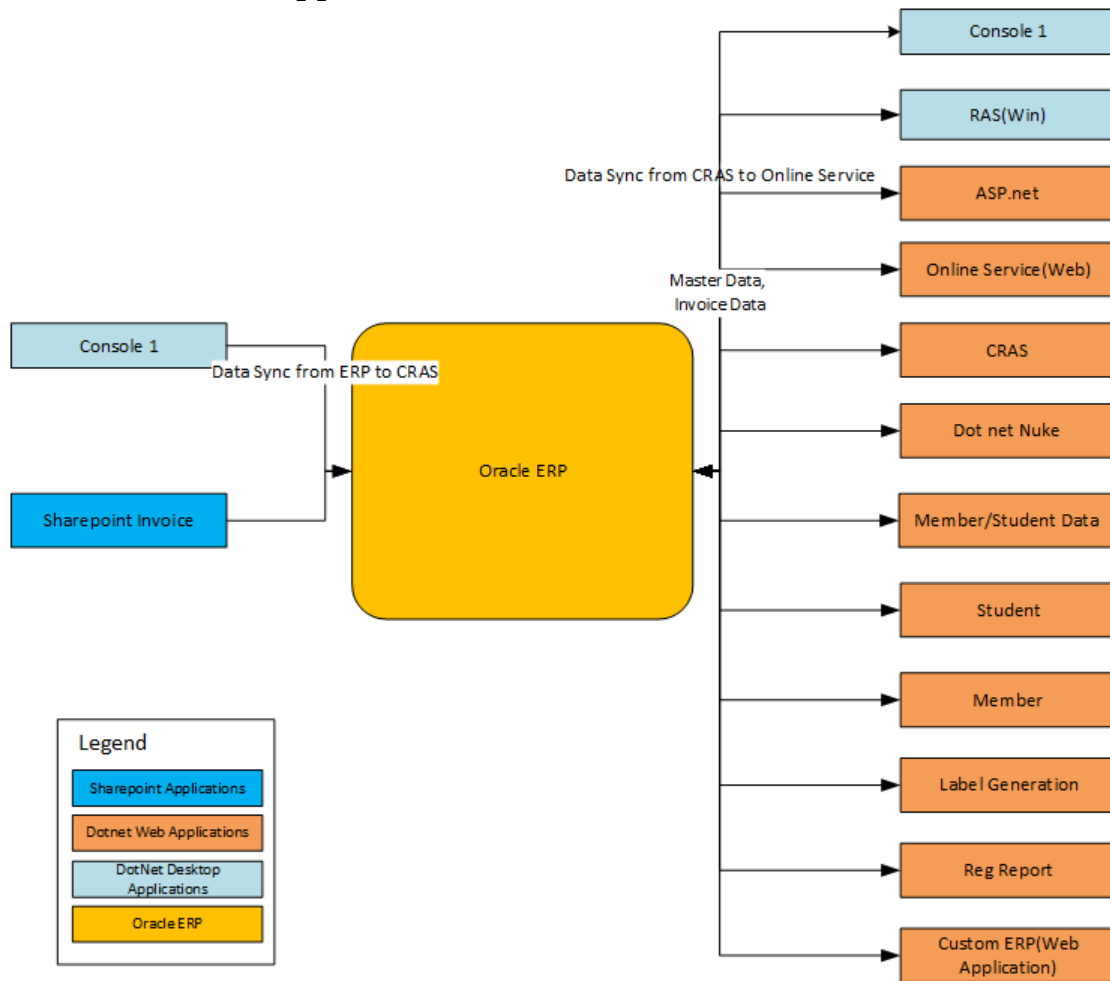
Bidders are advised to analyze different applications mentioned in this RFP document, before submission of bids. The Institute's officials will help in gathering information, whatever is required/requested in this regard.

3. SCOPE OF SERVICES

This support is required to run the existing system which is a comprehensive IT enabled online Solution combining Oracle Apps, Microsoft SharePoint and customized dotnet applications as detailed above in point 1.

1. Currently ICSI is using multiple physical servers connected over a SAN. Service Provider is expected to support all nodes hosting the applications. The architecture may undergo changes over time but the same is expected to be supported under the terms of this bid.
2. End to end support for all modalities on the mentioned modules and platforms mentioned in this RFP document. It means all kind of support such as installation of OS, system software, application; configuration; making the application workable and active in the desktops, backup and recovery, DR synchronization, activation etc is expected from the firm excluding the hardware and network maintenance only.
3. All maintenance and new development for the current & upcoming Challenges and enhancement requirements mentioned in this RFP document.
4. The Service Provider has to provide one data entry operator at a cost (to be quoted in the Commercial Bid by the firm) on need basis for entering the accounting data pertaining to RO/CCGRT/Chapters in ERP. Whatever is the scenario, the firm has to train that Data Entry Operator and get the accounting data of the ICSI Chapter offices entered under its supervision. The firm will have to do the reconciliation of all such data entered by the Data Entry Operator and submit the report to the Institute on monthly basis.
5. Enhancements
   - Enhancements are the changes in the existing application's functionality and any new development to mitigate the current & forthcoming challenges.
   - Enhancement will be prioritized by ICSI using change request process and vendor has to complete the same in the mutual agreed time schedule. Non-adhering of schedule will be treated as delayed in services and penalty applicable as per SLA.
   - Change Request: Service Provider has to generate new reports/process/forms on the need basis as per ICSI request. As per past experience 100 CR (Change Request) need to be completed in a year without any additional cost.
   - Up gradation / revamping of the existing SharePoint Document Management System application if required. This will be considered as single new process (CR).

- Mandatory Oracle Apps version Upgradation (functional and technical both) if required. This will be considered as single new process (CR).
- Service Provider has to Change SharePoint topology for performance improvement as per ICSI requirement, if required.
- Migration of DMS using Remote BLOB Storage.
- Automate the synchronization process of data between Oracle Apps and Web Application.
- Upgradation of Dot Net applications relevant to the scope of work as & when required.
- Re-engineering of application developed using dotnetnuke to asp.net if required.
- Consolidation of all existing Dot Net applications relevant to the scope of work if required.
- Enhancement may be in the form of a completely new module to be studied, analysed, designed and developed. In such a scenario, each new report/process/screen under this new module will be considered as one entity.

Support is broadly divided into two (2) levels. The structure is as follows:

The Level 1 support will constitute of the following broad areas of work and act as first point of contact service.

Dedicated 4 resources (Resident Engineer as detailed under) must be deployed at our Noida office from Monday to Saturday for supporting Technical and Functional aspects for day to day operations and requirements.

1. Two Resource persons (Techno Functional) for Oracle Apps (Financial, Purchase, Order Management, Inventory, HRMS & payroll and all other modules)
2. One Resource person for the Dot Net applications which are under the scope of the RFP.
3. One Resource for support of Dot Net and Microsoft Share Point portal.

Offshore support for critical issues pertaining to either of the 3 above requirements/technologies

All deployed resources would require to strictly observe the ICSI office timings from 9.30 to 18.00. However late reporting till 10:30 AM is allowed for a maximum of two attempts in a month. **Any subsequent late reporting would be treated as half day absence.**

1. End User Education/training regarding data uniformity and process as & when require
2. Follow up with Regional & Chapter offices regarding regular data entry in ERP on weekly bases and submit MIS Report for user activities (Module wise data entry)

3. Carry out Monthly Closing Procedures in Oracle Apps and provide monthly/statutory reports as per timelines defined by the Institute.
4. Consolidation of financial information across regions / chapters at ICSI HO level.
5. Input for any Business Process Re-engineering that can help improve the stability and turn-around time of the application
6. Management of the Knowledge Repository as would be available in the form of User Manuals, System Manuals, eLearning Tools
7. Creation/review of user manual and system manual contents in consultation with users / Directorate of IT
8. Maintenance/Support of routine setups such as Taxes, Suppliers. Customers, Account Codes, Organization Creation etc.

Reasonable and quantifiable effort should be undertaken by the support Team to follow-up before escalation of the same.

The **Level 2 support** will constitute the following broad areas of work:
1. Any escalation of issue from Level 1 support
2. Resolution of any product related bugs or developments in use at ICSI
3. Functional/Technical support for day to day operations
4. Training to support resident engineers for any training related issues
5. Minimum 100 hours of the end user class room training per year at ICSI through related Subject Matter expert (having at least 10 years of experience with relevant certification) if required.
6. Routine maintenance of application such as modification of reports, interface management of data flowing between modules such as between Customized Receipt accounting system and Oracle system.
7. Conduct review of peer code and deliverables on a monthly basis in a predefined format.
8. Coordinate with functional team (Level 1 Support Team) for user acceptance testing and approval to migrate to production.
9. Validate production migrations and environment refreshes
10. Improvements in business practices which is currently configured and adopted
11. Any new development/customization of input or output screens ex Major enhancements in existing reports, development of any customizations (RICE (**Reports**, Interfaces, Conversions & Extensions/ Enhancements)components)
12. Management of services linked to any third-party such as Oracle Metalink, Linux etc.
13. Server side management and DBA tasks (Backups, Restorations, Cloning, Patching etc.). Entire backup and restoration activity will be responsibility of the Service Provider. SLA's to the effect should be part of the response document. For any DBA related activity on PROD , DBA must be present at ICSI site
14. Linux OS will be the responsibility of the Service Provider (excluding direct hardware support)

15. Cloning of the test/stage server as & when require
16. Change Request: Approximate new 100reports/process/forms in a year

Criteria for Manpower assigned/deputed for the support (Mandatory)

Entity	Parameter
Minimum Technical Qualification **	MCA/B. Tech (For Dot net, SharePoint and Oracle ERP resource)
Minimum Functional Qualification **	CA/ICWAI(For Oracle Apps Finance Functional resource)
Total Experience **	Minimum 5 years of relevant experience
Certification **	Minimum one certification pertaining to his / her profile
Project Manager	Project Manager should be available in person in the first three months from the starting day of the contact and thereafter minimum 2 (two) day in a week or 8 (eight) days in a Month as per the requirement of ICSI. Absence of project manager will be treated as per manpower absence and shall attract penalty as per the term specified in the RFP.
Shadow / Backup Resource	Shadow / Backup resource pertaining to all domains should visit the Institute office for (3) three days in a month. Absence of shadow/backup resource treated as per manpower absence and shall attract penalty as per the term specified in the RFP. **In the absence of Primary Resource Backup resource must be present. Absence of shadow/backup resource will be treated as manpower absence and shall attract penalty as per the term specified in the RFP.**
Replacement Criteria (Equivalent resource replacement)	The replacement / addition / removal of deployed manpower at ICSI will be done with at least 1 month prior information & approval of ICSI. A non-approved man power will be treated as no replacement and treated as per manpower absence and shall attract penalty as per the term specified in the RFP. Frequent change in manpower will be not permitted, it may be done only once in a year

** Details/Credentials will be verified by ICSI

It is expected from the support partner to have adequate expertise in the mentioned technologies i.e. Oracle E-Business Suite, Dot Net Technologies and share point portal expertise. Further no training will be provided by ICSI.

In case, the remote site at Regional Office / Chapter is to be provided service, the same shall be provided by taking the system on remote through the Central Site only.

In case during exigencies, the bidder officials has to be relocated for handling the issue, then the applicable TA and DA shall be paid as per actual on submission of bills as per the norms of the Institute(ICSI).

Some of the activities/entities to be performed by the Bidder is placed below:

DBA Support

Application level monitoring, operations and management
- Monitoring application processes and services availability
- Monitoring application level usage, agents, batch processing
- Monitoring system performance
- Administer and optimize Concurrent Managers
- Administer Forms and Report servers
- Cloning / Refreshing Oracle Applications
- Oracle Applications Environment Maintenance: apply patches/ upgrades (via release management process)
- Response to technical issues. For example:
- Problem accessing the application (or parts of the application: forms, reports, concurrent manager)
- Performance issues
- Interface with Oracle Corporation for technical application layer support.
- Concurrent process follow-up (concurrent managers, work shifts, background processes and monitoring)
- Maintaining system revision documentation and source code version repository.

Database monitoring and management
- Database management
- Supervision of Database (table spaces, logs, processes etc.)
- Monitor database error logs.
- Performance analysis and tuning measures
- Managing dbase layer password, security and resources (apps dba and sys admin)
- Managing Oracle instances and related control files
- Database reorganizations (index, table, table space, data file)
- Performance analysis and tuning measures
- Cloning database
- Application of database patches supplied by Oracle
- Maintaining system revision documentation

Corrective and Preventive Maintenance

- The target is to keep the applications operational and this should be achieved by delivering both corrective and preventive maintenance.
- Corrective and Preventive Maintenance service should entail the delivery of activities required to ensure that applications are available to the required level of functionality
- Corrective maintenance involves the correction of reported faults that impair the availability or use of applications and is governed by an agreed SLA; faults are investigated and fixed according to a classification of criticality.
- Preventive Maintenance, which is usually undertaken as part of a specific service requirement, involves improving the maintainability of applications by removing problems before they occur.
- Provide patching, and instance management of Oracle Database and Applications.
- Plan and implement a backup strategy for ICSI.
- Provide proactive monitoring tools that offer the ability to detect, solve, and simplify the full range of problems that can arise in any managed environment.
- If necessary, diagnose and correct the following: locks, monitoring the length of the queue and identification of lock types, locked objects, and blocked users.
- Monitor space usage within the database to facilitate the creation of objects with appropriate sizing parameters, monitor the growth of the database segments, and resolve any fragmentation issues as necessary.
- Add and configure printer devices on Oracle Applications.
- Provide for one point of contact for all Technical Assistance Requests (TARs) related to the Oracle Database and Applications.
- Vendor is also responsible for Concurrent Manager, including definition, administration (including start-up and shutdown), problem resolution, and queue maintenance. Concurrent Manager Maintenance includes purging of concurrent requests, log files, and output directories on a regularly scheduled basis.
- Collect and analyze system performance data for the Database and Host and estimate future capacity requirements using long-term historical data.
- Linux OS will be the responsibility of the Service Provider (excluding direct hardware support)

SharePoint Support and Development

- SharePoint Back up & restore
- Admin activities – adding new users, mail alerts changes, permissions for users, etc.
- Monitoring the space usage of SharePoint.
- Monitoring the log files.

- Monitoring the SharePoint health.
- Monitoring document management system.
- SharePoint search optimization.
- SharePoint CMS maintenance activities
- Workflow maintenance and development
- Alerts maintenance and development
- Email monitoring for FMS
- Version Upgradation of sharepoint portal
- System monitoring Report : DMS & Page monitoring (users activities report on daily basis)

Dot NET applications support and Development
- Synchronizing the data with oracle ERP and SharePoint
- Modification and developing various reports as required by the institute
- Performance analysis and tuning measures for .Net Application
- Report Development (.rdlc, Crystal Reports, xml publisher etc.)
- Workflow maintenance and development
- Interfaces maintenance and development
- Form Personalization
- Alerts maintenance and development
- Technical Issue resolution
- Third party integration configuration and trouble shooting
- Integration of existing offline RAS (Receipt Accounting System) and online CRAS (Central Receipt Accounting System) if required.
- Payment gateway standalone module implementation if required.

Current Challenges those have to be mitigated on priority and resolution has to be provided with in the first year of support:
- Material shipment reconciliation in ERP
- Upgradation of the Invoice processes for avoid unnecessary delays in Invoicing process in ERP
- No provision for creating adhoc warehouse reports in ERP
- No proactive alerts and notifications for exceptions (in inventory and invoicing), delays in various business process flows in ERP
- Various issues related to Account Compilation and Consolidation in ERP
- Various issues related to Ledger and sub ledger differences in ERP
- Performance issues in SharePoint
- Reconciliation of interfaces between third party applications and Oracle EBS.
- Lack of automation of various manual processes for quick and timely data synchronization across .NET, SharePoint and Oracle ERP.
- Constraints with the current SharePoint topology with respect to Disaster recovery and load balancing.

- Too many desktop and web applications (.NET applications) having redundancy and developer dependencies.
- Require User friendly Invoice data entry screen under Accounts Payable in ERP for users at Regional and Chapters offices of ICSI
- Non availability of sub ledger accounting in ERP
- Non availability of Individual Income & Expenditure statement in ERP
- Non availability of Negative balance alert in Cash/Bank Book
- Require AP(Accounts Payable) and AR(Accounts Receivable) netting in ERP
- Require BRS (Bank Reconciliation System) for Bank Payment & Receipt (Cash deposit , Cash Receipt , Cheque, Demand Draft)
- Require TDS deposit / Return through ERP
- Receipts are not making through AR(Accounts Receivable) in ERP
- GST challenges: Normal Deposit/Challan , RCM ,Input Credit, Return data preparation
- MIS for detailed breakup fields of any expenditure / Staff Travelling/ International traveling etc
- Forex Transaction in ERP
- Require Cheque Printing through ERP
- Accrued interest calculation in ERP
- Expense Reimbursement (Medical , LTC, Children Education ,News Paper , Phone etc) through ERP
- Require to include miscellaneous expense module where tracking of the components of expenditure incurred on meeting, conveyance, hotel accommodation, TA/DA etc can be traced for each and every payee in ERP.
- Livestock status in ERP for Inventory at all the location offices Store & Stock Reconciliation
- Offline Vs online – data transfer from RAS to CRAS
- Uniform application & uniform updation in RAS/CRAS
- Automatic Payment Gateway data reconciliation

Deliverables (to be submitted as & when required)
- System study documentation.
- Work on various assigned tickets and close them as per the agreed SLAs.
- Root cause analysis document (RCA) as applicable.
- Requirement traceability matrix documentation.
- Customization list.
- Functional design Document for all the missing components, enhancement and new developments.
- Technical Design Documents for all the missing components, enhancements and new developments.
- Database instance documentation.
- Test Scripts, Test cases & results.

- Code promotion documentation
- Change Requests for all changes made to system
- Provide Key metrics and weekly, Monthly and quarterly status reports
- Minutes of Discussions with Business
- Health check scripts for oracle ERP, SharePoint.
- Health checks reports for all the supporting applications.
- Continuous monitoring of SharePoint content DB.
- User activity report on Monthly basis for all the application (ERP (Oracle Apps), Dot Net based Application & share point Application)

4. ELIGIBILITY CRITERIA

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

Sl. No.	Criteria	Documents/Information to be provided in the submitted Bid
1	The bidder must be incorporated and registered in India under the Indian Companies Act 1956 or 2013 and should have been operating in India from last 5 years.	Certificate of Incorporation / Copy of Registration Certificate (s)
2	Copy of Articles of Association and Memorandum of Association.	Documentary proof to be submitted
3	The Bidding firm must be a profit making company since the last three financial years: (2017-2018, 2016 – 2017, 2015 – 2016)	Audited P&L statement and Balance sheet of all the three years i.e. 2017 – 2018, 2016 – 2017, 2015 – 2016.
4	The bidder shall have a minimum audited annual turnover of INR 10 Crores each year during last three financial years, i.e. 2017 – 2018, 2016 – 2017, 2015 – 2016	Audited P&L statement and Balance sheet of all the three years i.e. 2017 – 2018, 2016 – 2017, 2015 – 2016.
5	Power of Attorney / Board Resolution for signing the bid, letters etc. on behalf of the firm.	Power of Attorney in favor of the Authorized Signatory by the Competent Authority of the Bidder.
6	Partnership with OEM (Oracle) with following conditions Partner Membership Level : Platinum/Gold Partner Membership Location : India Specialization: Oracle EBS R12	Authorization letter /certificate from Oracle to be furnished (Authorization letter from Oracle indicating that the vendor is an authorized partner of Oracle for supply of services required in this RFP document)
7	The Bidder should have at least 25 technically qualified professionals in area of Oracle ERP domain & 25 technically qualified professionals in area of Dot Net & Share point (to include at least but not limited to Software architecture, implementation, integration, and service delivery) on its company payroll.	Declaration from Authorized Signatory on the Bidder's Business Letter Head.

8	The Bidder must have not been blacklisted by Central/ State Government Ministry/ Department/ PSU/Government Company. The Bidder must not be under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice with any Indian Central/ State Government Ministry/Department/ PSU/ Government Company in last 5 years.	Declaration from Authorized Signatory on the Bidder's Business Letter Head.
9	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.	Declaration from Authorized Signatory on the Bidder's Business Letter Head.
10	Bidders should have support office operational in the Delhi-NCR	Relevant address proof (Electricity Bill, Rent Agreement) for the same to be provided. The same may be verified by ICSI at any time
11	The bidder should have been assessed for a Capability Maturity Model Integration (CMMi) Level 3 & above. The assessment should be valid on the last date of bid submission.	Valid copy of certificate at the time of bidding.
12	The Bidder must have successfully completed/ executed at least Three (3) similar projects of ERP (Oracle EBS) (with integrated applications) in India.	1. Work order with order value detailing the scope. OR 2. Agreement copy defining the scope & value. OR 3. Proof Certificate - Completion certificate (Implementation / GO-Live / Support Completion) with date.
13	Bidder must be in possession of valid PAN, GST Certificate, at the time of bidding.	Self-attested photocopy of the documentary proof to be submitted

All above mentioned documents are required to be submitted along with the RFP. 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 RFP.

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 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. The date and time of the presentation / interactions will be intimated individually.

6. GENERAL TERMS & CONDITIONS

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

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

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

4. The Bidder shall be invited for a presentation on their proposal subsequently.

5. Based on the technical presentation, the proposed solutions would be evaluated by a committee of ICSI constituted for the purpose. The committee will finalized the technically qualified bidders as per the terms and conditions of the RFP.

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

7. **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.

7. 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 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 fulfill 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 Pre-bid Queries: For any query related to bids, clarification from ICSI can be sought in the following format (**Excel**):

Name of the Project:
Name of the Bidder:

Sr No	Page No	Section No	Line From Document	Question

Signature:

Name of the authorised Signatory:

Company seal:

Note: All the queries should be sent in this format in **MS Excel only** to: **rfperpsupport@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 :
   (Require Soft copy in Excel format)

S No	Particular	Response
1	Company Name	
	Legal Name (if different)	
	Full Mailing Address	
	Telephone Number	
	FAX Number	
	Web site	
	Years in Business	
	Year of establishment	
2	Details of Indian Establishment	
	Registered Office address	
	Year of establishment	
	Head of the Indian establishment	
3	SPOC (Single point of Contact)	
	Mobile	
	E-mail	
4	Whether registered with Registrar of Companies. If so, please furnish details thereof (Attach certificate of incorporation)	
5	Registration with Tax authorities (PAN)	
6	GSTIN	
7	Audited Turnover in last three years (2017 – 2018, 2016 – 2017, 2015 – 2016).	
8	Number of clients	
9	Number of technical/support personnel	

e. **Details of the projects executed:** Please include details of three similar nature projects executed in last five years ended as on 31st March, 2019 :
   (Require Soft copy in Excel format)

Sl. No.	Project	Project executed for (Name of the organization with address, phone numbers etc.)	Nature of work in brief	Location of the work	Actual value of the Project	Duration	Status (on going / Completed)

f. **Details of Key personnel of Bidding firm :**
   (Require Soft copy in Excel format)

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

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 :
   (Require Soft copy in Excel format)

Particular	Response
Organization Name	
Address	
Type of Business	
Contact Person	
Telephone and Fax #s	
Dates of Installation	
Description of system	

h. Acquaintance with Existing process

- The BIDDERs are advised to study the Institute's complete IT set-up before submission of their bid.

- Each BIDDER is expected to get fully acquainted with the existing process / applications and related factors, which would have any effect on the performance of the contract and /or the cost.

- The BIDDER is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of Letter of Intent/Award as described in the bidding documents.

i. Parts of the Technical Bids

- **PART-I: Cost of RFP and EMD** to be placed inside an Envelope to be super scribed as Cost of RFP and EMD.

- **PART-II: Technical Bid Documents** - Part 'A' Technical Bids (refer Page No. 42-47) along with literature, pamphlets, drawing etc., duly signed and stamped on each page of this RFP Document with all corrigendum (if any). **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 to be placed inside an 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 and Part-II of Technical Bid shall be enclosed in a larger envelope duly sealed 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, address, Telephone Number, Email ID 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.

- 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.**

- Bids should reach ICSI on or before the last date mentioned in the important dates section by registered post or speed post or courier or in person only. ICSI will not be responsible for any postal delays and bids received after stipulated date and time, shall not considered.

- 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 Mitigation plan of the current challenges
  o Quality parameters of the deliverables
  o Daily, weekly and monthly MIS
  o Value additions to the existing solution implemented at ICSI
  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.

8. Opening of Bids

ICSI will open bids at time mentioned at <u>important Information sheet</u>. 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 Technical Bid documents.

9. 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 I (Bid Security)**

  Bid without valid Cost of RFP and EMD shall not be entertained and shall be rejected out rightly.

- **Part II (Technical Bid)**

  The Evaluation Committee would evaluate the Technical Bid. Bidders should be ready to give any clarification asked by the evaluation committee. One Representative with proper Authorization from the Bidder must be present during the opening and Evaluation of the Technical Bid Documents. If there is no representative of the Bidder available during the opening and Evaluation of Technical Bid Documents, ICSI will not entertain any complaint/grievance afterwards. Authorized representatives of the Bidder should also carry Business Letter Head and 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 Bidders will be weighed prorate on a scale of 50 and shall be carried forward for evaluation together with the scores of Financial evaluation; which will get 50% weightage.

c. **Technical Bids Evaluation criteria (**kindly refer **Part 'A' TECHNICAL BID** of the document**).**

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:

- Takeover plan and methodology
- Operations plan and methodology
- Brief understanding about existing system using at ICSI
- Mitigation plan of the current challenges
- Seamless Data Flow
- User Training
- Value additions to the existing solution implemented at ICSI

10. Award of Contract

a.   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

b.   The price quoted by the Bidder shall contain total cost (including GST/other Tax if any) of Comprehensive ERP Support (comprising of Oracle Apps, Microsoft Share Point & Dotnet Technologies) for ICSI.

COTNRACT PERIOD:
The initial term of contract shall be three (3) years subject to evaluation of the performance on yearly basis. In case on annual review, if it is perceived by the Institute that the Vendor's previous year's performance is not satisfactory, the Institute may issue the termination notice within one month of the completion of the year otherwise the contract will automatically stand valid. Decision of the ICSI in this regard shall be final. The Contract may further be extended (after initial 3 years period of contract is over) on yearly basis on the sole discretion of the ICSI and vendor shall not have any right in this regards. The Terms and Condition of the contract will remain same except for commercial, wherein ICSI will consider the escalation in prices considering the inflation rate from time to time, after the expiry of first three years of the contract.

11. 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 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.

12. 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:

- The BIDDER fails to co-operate in the Bid evaluation process
- If the bid or its submission is not in conformity with the instruction mentioned herein
- If the BIDDER violates any of the provisions of the terms and conditions of the RFP documents.
- 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 Sign the Contract Agreement in time
    - 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.
- 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 **8th July, 2019 by 02:00 PM** and the date and time for opening of technical bids is **8th July, 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 acceptance of 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 with or without notice or reasons. Such decisions by ICSI shall be final and bear no liability whatsoever consequent upon such decisions.

k. The Institute is not bound to declare a technically qualified bidder whose financial bid is evaluated as lowest one as successful bidder. Lowest financial bid is not the sole criteria to award the contract to the technically qualified bidder. Institute reserve its right to award the contract to the bidder who in its opinion is most suitable to complete the contract.

l. The bidder has to sign a Service Level Agreement on the basis of the RFP terms and conditions within 15 days of the issue of the Work Order. Standard terms and conditions of Service Level Agreement are at Annexure 1

m. Deputation of the officials by the bidder for a minimum of first 15 days in the Institute will be considered as Knowledge Transfer (KT) period from

the existing firm. The bidder may also increase this KT period at its wish but same should be before the last working day of existing support partner.

n. The payment for the Knowledge Transfer (KT) period will not be made by the Institute to the bidder. The bidder has to confirm its readiness in all respect to start giving its service on PRODUCTION environment as per the SLA to the ICSI in writing (after minimum 15 days of deputing its staff for KT) and the payment for Services will be made by the Institute from that confirmation date only.

o. Penalties:
  i. Min Rs. 2,000 /- (Rs. Two Thousand only) per/part of day for SLA violation.

  ii. All reported problems will have a priority assignment as follows

S.No.	Problem Severity	Definition
1	*Critical*	More than 70 % of the users are unable to use the system or any of the critical users (President /Secretary & CE/System Administrator)
2	*Medium*	More than 20% of users are unable to use the system or any of critical users (limited to 5 in number including HoDs) are unable to use the system
3	*Low*	All other problems or any localized problems

  iii. The response and resolution times corresponding to the severity level of the problems are defined in the following table:

Problem Severity	**Response Time	Resolution Time
Critical	2 hours from time of problem logging	Workaround within 4 hours from initial response, permanent fix within 24 hours i.e one (1) day only
Medium	4 working hours from time of problem logging	Workaround within 6 working hours from initial response, permanent fix within 2 (Two)working days
Low	8 working hours from time of problem logging	Workaround within 1 working day of initial response, permanent fix on best effort basis, decided mutually depending on the extent and coverage

		of the problem but not more than 5 (Five) working days

iv.   Non availability of Manpower would attract a penalty of Rs. 5000/- (Rs. Five Thousand only) per day per manpower absence, if no alternate appropriate resource provided. The resource deputed at our location (ICSI) should sign and put IN and OUT time in the Attendance Register.

v.   Non submission of agreed MIS would attract a penalty of Rs. 500/- (Rs. Five Hundred only) per day.

vi.   For any development or upgradation job to be done under the scope of work, the firm will have to submit a development & implementation schedule in the beginning of the assignment. The maximum TAT (Turnaround Time) for a development / Implementation activity should not be more than Three (3) months and the time period should be mutually agreed. If required more time then it must be decided mutually depending on the extent and coverage of the problem. If the job is not completed by the target date due to any reason whatsoever, the firm will pay the penalty @Rs.2000/- per day for the delayed days.

p. Review Mechanism

i.   Weekly Review Meeting (WRM) with team lead at ICSI, Noida Office.

ii.   Monthly Review Meeting (MRM) with the next level to the team lead as per the escalation matrix.

iii. Steering Committee Meeting (SCM) with competent authority once in two months or as and when required.

iv.   Online access of all issues/tickets with as on date status to all concerned officials of the Institute (centralised helpdesk).

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

The successful bidder has to 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 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 opts to convert the EMD to be part of the performance security, balance amount towards the performance security will be submitted by the selected bidder/ vendor with the ICSI in the form of bank guarantee from scheduled bank immediately within 7 days of issue of work order but before execution of the agreement

The successful bidder having valid registration with NSIC/MSME on the date of submission of tender, 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.

r. 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 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 Vendor or which at any time thereafter may become due to the Vendor under this or any other RFP / contract 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 balance.

s. 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.

t. The successful bidder will sign a Service Level Agreement (SLA) on the basis of the terms of RFP and work order.

13. Right to Black List:

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

ICSI reserves the right to blacklist a bidder for a suitable period under the following circumstances also:
- o Giving false, misleading or fake information / document in the bid;
- o Withdrawing the bid after opening of the Commercial Bids;
- o Refusal to accept Work Order at the quoted prices;
- o Failure to supply goods/services of the ordered quantity / quality / specifications at the agreed rates within the time schedule;
- o Adoption of any unethical or illegal practices; any indiscipline behaviour 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.

14. 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).

15. Indemnity Clause:

The bidder / Vendor will indemnify ICSI against all statutory liabilities present and future arising out of his bid / work order / 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 of the bidder / Vendor, the bidder / Vendor will be liable to make good/compensate such claims or damages to the ICSI. As a result of the bidder / Vendor action, inaction or any omissions, if ICSI is required to pay any damages to any individual, law enforcement agency or government authority, the 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 bidder / Vendor 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. In case of any damage caused to the ICSI due to negligence, carelessness or inefficiency of staff of the bidder / Vendor, the bidder shall be responsible to make good the loss. The ICSI shall have right to adjust the damage / loss suffered by it from the security deposit or / and to charge penalty as decided by the Institute. Decision of the ICSI in this respect shall be final & binding on the bidder.

16. Termination of the Contract and Cancellation of Award / Work Order:

Either party may terminate the contract by giving a three (3) months' notice in writing to the other party for termination of the contract. 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 / Vendor 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 / Vendor 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 / Vendor during the period of the termination notice and the same must be satisfied / completed before the Work Order / Contract / SLA is cancelled or 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 Bidder / 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 the 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 Vendor.

17. CONFIDENTIALITY

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

18. 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 / Vendor 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 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.

19. Jurisdiction:

All disputes arising out of or relating to the bidding shall be deemed to have arisen in Delhi and only courts having jurisdiction over Delhi shall determine the same.

For any details / clarifications, Dr.Nikhat Khan, Director (IT), ICSI (0120-4082019) E-mail Id: nikhat.khan@icsi.edu may be contacted.

Date: 17th June, 2019

Amit Kumar Ghosal
DIRECTOR (Purchase & Stores)

ICSI/RFP/ERPS/2019   **17ᵗʰ June, 2019**

Request for Proposal (RFP) For Comprehensive ERP Support (comprising of Oracle Apps, Microsoft Share Point & Dotnet Technologies) for ICSI.

Part 'A' TECHNICAL BID

1. Details of the Bidder

S. No.	Particulars.	Response
1.	Name and complete address of the Company	
2.	Tele/Fax/E-mail/Cell No. of the Company	
3.	Detail of Contact Persons authorized by the bidder to execute documents on its behalf, with ICSI (Designation, Tel, E-Mail)	
4.	Details of registered office, if any along with contact person's name and Contact detail (Tel / Mobile & E-Mail)	
5.	Income-tax PAN along with documentary evidence	
6.	GST Number	
7.	List of clients to whom services in last 2 year provided with details of company, value of business, concerned person name & his telephone no. (Please attach full details)	
8.	Current similar assignments on hand, if any	
9.	Turnover in last three financial years, i.e. Year 2017-18, 2016-17 and 2015-16.	
10.	Paid up capital of the Company.	

2. Technical Bid Response Sheet

Sl. No.	Criteria	Documents/Information to be provided in the submitted Bid	Response	Documents submitted with reference page no.
1	The bidder must be incorporated and registered in India under the Indian Companies Act 1956 or 2013 and should have been operating in India from last 5 years.	Certificate of Incorporation / Copy of Registration Certificate (s)		
2	Copy of Articles of Association and Memorandum of Association.	Documentary proof to be submitted		
3	The Bidding firm must be a profit making company since the last three financial years: (2017-2018, 2016 – 2017, 2015 – 2016)	Audited P&L statement and Balance sheet of all the three years i.e. 2017 – 2018, 2016 – 2017, 2015 – 2016.		
4	The bidder shall have a minimum audited annual turnover of INR 10 Crores each year during last three financial years, i.e. 2017 – 2018, 2016 – 2017, 2015 – 2016	Audited P&L statement and Balance sheet of all the three years i.e. 2017 – 2018, 2016 – 2017, 2015 – 2016.		
5	Power of Attorney / Board Resolution for signing the bid, letters etc on behalf of the firm.	Power of Attorney in favor of the Authorized Signatory by the Competent Authority of the Bidder.		
6	Partnership with OEM (Oracle) with following conditions Partner Membership Level : Platinum/Gold Partner Membership Location : India Specialization: Oracle EBS R12	Authorization letter /certificate from Oracle to be furnished (Authorization letter from Oracle indicating that the vendor is an authorized partner of Oracle for supply of services required in this RFP document)		
7	The Bidder should have at least 25 technically qualified professionals in area of Oracle ERP domain & 25 technically qualified professionals in area of Dot Net & Share point	Declaration from Authorized Signatory on the Bidder's Business Letter Head.		

	(to include at least but not limited to Software architecture, implementation, integration, and service delivery) on its company payroll.			
8	The Bidder must have not been blacklisted by Central/ State Government Ministry/ Department/ PSU/Government Company. The Bidder must not be under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice with any Indian Central/ State Government Ministry/Department/ PSU/ Government Company in last 5 years.	Declaration from Authorized Signatory on the Bidder's Business Letter Head.		
9	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.	Declaration from Authorized Signatory on the Bidder's Business Letter Head.		
10	Bidders should have support office operational in the Delhi-NCR	Relevant address proof (Electricity Bill, Rent Agreement) for the same to be provided. The same may be verified by ICSI at any time		
11	The bidder should have been assessed for a Capability Maturity Model Integration (CMMi) Level 3 & above. The assessment should be valid on the last date of bid submission.	Valid copy of certificate at the time of bidding.		
12	The Bidder must have successfully completed/ executed at least Three (3) similar projects of ERP (Oracle EBS) support (with integrated applications) in India.	1. Work order with order value detailing the scope. OR 2. Agreement copy		

		defining the scope & value. OR 3. Proof Certificate - Completion certificate (Implementation / GO-Live / Support Completion) with date.		
13	Bidder must be in possession of valid PAN, GST Certificate, at the time of bidding.	Self-attested photocopy of the documentary proof to be submitted		

3. Technical Evaluation Matrix

Sno	Criteria	Level	Score	Bidder's response (Please tick the applicable option / grade yourself)	Max Score
1	No. of years the bidder is in operation	>=5 years< 8years	5		10
		>=8 years	10		
2	Annual Turnover of three Financial Years (2017 – 2018, 2016 – 2017, 2015 – 2016) collectively.	>=INR 10 Cr and < INR 20 Cr.	5		10
		>=INR 20 Cr and < INR 50 Cr.	7		
		>=INR 50 Cr	10		
3	Certifications	CMMi level 3 certificate	5		10
		Above to CMMi level 3 certificate	10		
4	Number of Oracle EBS & integrated application software implementation (Dotnet & Sharepoint based)and support in the last 5 years	=3 Projects	5		10
		>3 projects	10		
5	Levels of Partnership with OEM (Oracle) in India	Gold	5		10
		Platinum	10		
6	At least 50 Technically qualified professionals (at least 25 technically qualified professionals in area of Oracle ERP domain & at least 25 technically qualified professionals in area of Dot Net & Share point (to include at least but not limited to Software architecture,	>=50<=100	5		10
		>100	10		

	implementation, integration, and service delivery) on its company payroll.)			
7	Technical Understanding of requirement, Methodology and Resource Deployment Plan, Adequacy of the proposed Support plan and methodology in responding to the RFP.	35		35
8	Bidder premise visits/Client reference	5		5
	Total Marks			100

Minimum Qualifying Score: The minimum qualifying score in the Technical evaluation is **60** (out of **100**). Bidders scoring less than **60** will not be considered for further evaluation.

Place: SIGNATURE OF THE BIDDER

Date: NAME & DESIGNATION SEAL OF ORGANISATION

Request for Proposal (RFP) For Comprehensive ERP Support (comprising of Oracle Apps, Microsoft Share Point & Dotnet Technologies) for ICSI.

Part 'B' COMMERCIAL BID DETAILS

The bidder has to quote rate inclusive of all i.e. cost of manpower, tools and tackles, consumables, enabling services or any other arrangement required to be available for providing effective service as per terms of the contract, statutory benefits to its manpower and statutory taxes and duties except GST which is to be shown separately as per the financial bid format.

i) Bidder is required to use the format in the following table to submit their Commercial Proposals.
ii) Rates Quoted should be Net Unit Rate (Unit Price + taxes + Cartage, if any) in the INR
iii) Kindly provide soft copy of the commercial bid in the **required format (excel)** in CD/USB drive along with hard copy sealed within an envelope super scribed as **"Commercial Bid"**.

Other Terms & References

1. It is expected from the support partner to have Oracle E-Business Suite, Dot Net Technologies and share point portal expertise. Further no training will be provided by ICSI. Only handholding for processes as applicable to the ICSI will be provided eg. which General Ledger accounts to be used in a particular type of expense etc.
2. Although the commercials being quoted here is in terms of the Four (4) number of resources being deputed at ICSI, overall responsibility of the development, maintenance and management of the assignments under this contract will remain with the bidder. Incase if any addition resource or domain expert is required to depute at onsite for any critical activities then same will be provided by bidder without any additional cost.
3. The Institute has the right to hire any of or all four (4) resources from a single firm OR different firms at its wish in the beginning itself OR at any point of time during the contract period as per the requirements of the Institute and will pay the charges to the firm accordingly.

4. The cost mentioned above will remain fixed for the entire contract period (3 years)

SNO.	HEAD	Basic Cost per month all inclusive except GST (In Rs.)	GST %	Total Cost (All Inclusive)
1	Oracle Apps Resource (Technical & functional)			
2	Dotnet Resource			
3	SharePoint Resource			
	TOTAL (Comprehensive ERP Support Cost = S.No 1+2+3)			
	Total Amount (in Words) Rupees --- --.			
4	**Optional (as per need) ***			
4.a	Data entry operator per day cost to cater to data entry in ERP on behalf of chapter offices on need basis			
4.b	Per day manpower cost to cater to out of scope work			

* The rates quoted under these heads will be included in Commercial Comparison for 365 days

The breakup of price 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 price at the discretion of the ICSI.

Opening and Evaluation of Commercial Bids
- After evaluating the Technical Bids, ICSI shall be opening the Commercial Bids of the Bidders who are Technically Qualified (Commercial Bid submitted by Bidders at the time of Bid Submission in the prescribed format).

- The date, time and location of opening Commercial Bids are mentioned in **Important Date & Information**. BIDDER's representative (one only) may attend the Commercial Bid opening at ICSI.

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 discussion, if required.

    Formula for Final Bid Evaluation is
    Bm= .5 (TM) + .5 (Fn)
    Fn= (Fmin/ Fb)*100

    Where
    Bm 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
    Fb is Evaluated Price of BIDDER under consideration
    Fmin is Minimum evaluated price of any BIDDER

The ICSI reserves its right to discuss with the BIDDER whose proposal has been ranked first on the basis of best score.

Note: Conditional bids will be rejected.

Declaration

i. We have read and understood the terms and conditions given in the RFP Document;
ii. We are eligible for award of the contract as per the Technical Bid criteria mentioned in the RFP Document;
iii. We accept and agree to all the terms and conditions of the RFP;
iv. We shall comply with all the terms and conditions of the 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

<div align="right">

Annexure 1

</div>

Standard terms and condition of Service Level Agreement

SERVICE LEVEL AGREEMENT

This SERVICE LEVEL AGREEMENT ("Agreement"), dated _____ **2019** is made by and between **M/s** *<vendor name>*, a company incorporated under the Companies Act 1956, with its registered office located at _____ through its authorized representative Mr. / Ms. _____ duly authorized by the Power Of Attorney / Board Resolution dated _____2019 (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 an Act of Parliament i.e. the Company Secretaries Act, 1980 having its head office at ICSI House, 22, Institutional Area, New Delhi – 110 003 represented by …………………………………………. (Hereinafter referred to as "ICSI" which term shall include in its successors and permitted assigns of the OTHER PART

WHEREAS: the Service Provider is willing to provide ICSI with the Comprehensive Support for COSMIC, in accordance with the terms and conditions of this Agreement;

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

DEFINITIONS

1. **ICSI Equipment** shall mean any and all hardware, software and networking equipment of **ICSI** owned, leased or rented by it which is not provided by the Service Provider under this Agreement but coexists together with the Equipment with which they operate in tandem or in isolation.

2. **ICSI Premises** shall mean and includes the site or sites designated by the ICSI where the Network equipment is installed including areas to access the **Service Provider** installed Equipment. To be more precise 'ICSI', C-36 & 37, Sector 62, Noida Uttar Pradesh and ICSI Head Quarter, 22, Institutional Area,

Lodi Road, New Delhi except as otherwise explicitly mentioned in this agreement.

3. **Normal Office Hours** shall mean the working hours on any working day of the **Service Provider** which shall be between 9.30 A.M to 6:00 P.M on Monday to Saturday and on holidays in exigencies.

4. **Service Activation Date** shall be the date when Service Provider Signs the Service Level Agreement with **ICSI** or submit a self-declaration letter as per Work Order.

Service Definition

1. **Installation** – Installation services include installation and configuration of software used by ICSI on an existing system or bare bone hardware system.

2. **Administration** – Administration services include all tasks required for the upkeep of the system to ensure flawless functioning, uninterrupted services to the users and provisioning user access, data backups, restores.

3. **Troubleshooting** – Troubleshooting services mean resolving all reported problems using either onsite skills or by taking help from experts nominated by service providers to support onsite team

4. **Technical Support** – Technical support services include technical inputs and assistance to ICSI IT team for help in installing, configuration, re-configuration systems and troubleshooting any reported problems

5. **End User Support** – End user technical support services include technical and operational/functional assistance to users to help them carry out their designated activities using computer systems provided by ICSI.

6. **Restoration** – Restoration services mean the restoring systems which may have crashed or malfunctioned otherwise to their normal functioning. Restoration services include restoration of data.

7. **Change Management** – Change management services mean implementing changes to the existing systems as requested by ICSI. Scope of Change management services for service providers excludes software programming / re-coding / fixing source code errors.

8. **Monitoring and Centralized Management** – Central command at the firm's office may be setup for overall management and control of the operations at all locations to ensure required SLA's are maintained.

9. **Documentation –** At the minimum, Service provider's onsite team shall prepare and keep following documents updated with respect to IT infrastructure at ICSI :

    a. Hardware Configuration Documents
    b. Software Configuration Documents
    c. System Restore Documents
    d. System Start up and Shutdown procedure document
    e. Data backup and restore procedures for respective systems
    f. SOP for application / users options
    g. Documentation of any new development or changes in existing Software or hardware

10. **Components of Comprehensive ERP Support System**

    The Institute has implemented a comprehensive IT enabled online Solution combining Oracle Apps, Microsoft SharePoint and customized Dotnet applications to cater the requirements of the Institute. The different components are as follows:

    1. Oracle E-business suite Version R-12 Series
        a. Oracle Financials (AP, AR, FA, GL, CM)
        b. Oracle HRMS
        c. Oracle Payroll
        d. Oracle Purchasing
        e. Oracle Order Management
        f. Oracle Inventory
        g. Oracle Employees Self Service
        h. Oracle Performance Management
        i. Expense Module & PF Module
    2. Microsoft Share-point workflow based Document Management System
    3. Customized Dot Net based application
        a. Point of Sale (Receipt Accounting System-RAS)
        b. Centralized Receipt Accounting System (CRAS)
        c. Custom ERP to handle inventory at chapters level
        d. Web portal
        e. Data Sync between CRAS and other application software
        f. Payment Gateway Reconciliation
    4. Data Sync among different applications like Oracle apps, SharePoint portal and custom applications

1. **SCOPE OF THE AGREEMENT**

Services to Be Provided
   Service Provider shall provide service as mentioned in the Scope of the RFP and in accordance with the specifications set forth in this agreement hereto at **ICSI** designated locations (the **"Services"**)
   Provide management, maintenance, coordination and technical support services for the COSMIC spectrum (software system and application software), training/hand holding and data preparation including preventive maintenance benchmarking and generating reports.

Scope of Work
1. Comprehensive ERP end to end support (comprising of Oracle Apps, Microsoft Share Point & Dotnet Technologies) except hardware.
2. Currently ICSI uses multiple physical servers connected over a SAN. Service Provider is to support all nodes hosting the applications. The architecture may undergo changes over time but the same is to be supported under the terms of this SLA.
3. End to end support for all modalities on the mentioned modules and platforms mentioned in this SLA document and mentioned in Tender document. It means all kind of support such as installation of OS, system software, application; configuration; making the application workable and active in the desktops, backup and recovery, DR synchronization, activation etc will be provided by the Service Provider excluding the hardware and network maintenance only.
4. In case any work for which there is no specification mentioned in this SLA document but it is essential & relevant to the Comprehensive ERP Support (comprising of Oracle Apps, Microsoft Share Point & Dotnet Technologies), such work shall be carried out in accordance with the directions of the ICSI without any extra cost to the ICSI
5. Ten (10) man days of technical training with OEM certification per support year during the contract period from respective OEMs or professional bodies like PMI, ITIL, Oracle, CISA.
6. ICSI may like to provide one data entry operator at its own to the firm OR the firm may be requested to provide one data entry operator at cost (as per quoted in the Financial Bid by **Service Provider)** on need basis for entering the accounting data pertaining to RO/CCGRT/Chapters in ERP. Whatever is the scenario, the **Service Provider** has to train that Data Entry Operator and get the accounting data of the chapter entered under its supervision. The **Service Provider** will have to take the accountability of reconciliation of all such data entered by the Data Entry Operator and submit the report to the ICSI.
7. Deputed manpower deployed at the site must be as per the standards mentioned in the RFP and should not change frequently and without the

consent of the ICSI. In any case more than one change per year is not permissible.

8. Identify top 5% recurring issues during the contract period and provide business solution to reduce the volume of support request.

9. Enhancements
   ➤ Enhancements are the changes in the existing application's functionality and any new development to mitigate the current & forthcoming challenges
   ➤ Enhancement will be prioritised by ICSI using change request process and **Service Provider** has to complete the same in the mutual agreed time schedule. Non-adhering of schedule will be treated as delayed in services and penalty applicable as per SLA.
   ➤ Change Request: Approximately 100 new reports/process/forms in a year without any additional cost.
   ➤ Automate the synchronization process of data between Oracle Apps and Web Application.
   ➤ Re-engineering of application developed using Dotnet nuke to asp.net, if required.
   ➤ Consolidation of all existing Dot Net applications.
   ➤ Enhancement should be related to existing application only. In such a scenario, each new report/process/screen under this new module will be considered as one entity.

10. Scope as mentioned in RFP.

2. **ICSI RESPONSIBILITIES**
   To facilitate Service Provider's provision of Equipment and Services, ICSI agrees to perform the following obligations:
   1. ICSI shall grant access at all times to Equipment, related sites, office areas and other facilities to Service Provider and its authorized representatives, subject to ICSI's reasonable security restrictions. ICSI shall ensure access to offices of third parties for purposes of carrying out the work to be performed by Service Provider under this Agreement.
   2. ICSI shall give access to Service Provider or its authorized representatives to sources of electrical power, and any other necessary utilities and facilities, including telephone access to Service Provider's Network Operations Center or to ICSI's offices which may be required in order for Service Provider to provide efficient Service.
   3. ICSI shall provide sitting arrangements at Noida office for the officials of the Service Provider and all other things will be managed by the Service Provider including desktop/ laptop/ network connectivity / Desktop sharing software etc.
   4. Project Contacts: ICSI designates Director, Information Technology as the responsible person representing ICSI''s management for the Installation and Services Start-up Program. Service Provider shall also

nominate its contact person for co-ordination of services provided under this Agreement. These persons shall represent the respective Parties in all aspects of the provision of Equipment and Services.

5. Furnish all facilities from ICSI equipment to be interconnected with the Network;

6. Provide access to Service Provider personnel during working hours and any subsequent assignee to all ICSI Premises

3. SERVICE PROVIDER RESPONSIBILITIES

3.1. Services

The service provider will depute a team of five people comprising of Project Manager, Consultants for Oracle ERP suite, Dot Net application Platform, SharePoint application Platform along with backup/shadow resources.

3.2. Maintenance Service

1. Service Provider will manage the onsite COSMIC Support as per ICSI working hours and ensure that all calls are assigned to respective heads. It will further ensure that the best service level within the designated time is provided to all users.

2. The Software(s) including database(s) to be maintained on Co-located servers and all servers installed in the server rooms of the ICSI head offices (NOIDA and Lodi Road).

3.3. RO/Chapter support

1. The Institute has also 4 Regional Offices (ROs) at New Delhi, Kolkata, Mumbai & Chennai and one Center for Corporate Governance Research & Training (CCGRT) at Mumbai. These offices are also connected through MPLS VPN. The Institute has around 70 offices spread all over the India.

2. In case, the remote site at Regional Office / Chapter is to be provided service, the same shall be provided by taking the system on remote through the Central Site only.

3. In case of business critical issues, the Service Provider's officials may have to relocate to customer location for handling the issue, the TA and DA shall be paid as per actual on submission of bills as per the norms of the Institute.

4. Service Provider support team needs to be available to work on the emergency tickets, which includes extended working hours (including weekends and holidays).

3.4. Change Request/Reports

Service Provider should be able to take approximate new 100 reports/process as change requests in a year without any additional cost.

3.5. Service Delivery Team

Service provider shall depute competent resources capable of handling scope of services mentioned under the RFP. The service provider shall submit details of experts (detail resume) supporting the onsite resource in appropriate format.

4. Review Mechanism
1. Weekly Review Meeting (WRM) with team lead at Noida Office.
2. Monthly Review Meeting (MRM) with the next level to the team lead as per the escalation matrix on need basis.
3. Steering Committee Meeting (SCM) with competent authority once in two months or as and when required.
4. Escalation matrix up to CEO level along with name, designation, mobile no, email id, landline numbers should be submitted every quarter.
5. Online access of all issues/tickets with as on date status to all concerned officials of the Institute (centralised helpdesk).

5. CONSIDERATION (Payment Terms):

In consideration of services to be rendered by the Service Provider under this Agreement, ICSI shall pay a monthly amount of Rs. _____ (Rupees _____Only) inclusive of GST for a period of Three (3) years **subject to yearly evaluation of the performance during the term of this Agreement**. The Service provider shall be paid on the following basis:

1. Charges will be paid on quarterly basis at the end of each quarter for the preceding quarter on receipt of bills from the Service Provider and the rates quoted shall remain valid till of the expiry of this contract
2. Whenever under this 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 Agreement. If this sum is not sufficient to cover the full amount recoverable, the Service Provider shall pay the ICSI on demand the remaining balance.
3. 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 SLA, 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. The deputed technical officials in the ICSI from the firm's side must have the requisite qualifications and experience and must be in the payroll of the firm for the last 1 year (minimum).

4. The Service Provider will be responsible for the trouble free integrated working of the ERP with its integrated applications mentioned under the RFP.
5. Payment of any kind whatsoever will not be made to the resident engineer for travelling to the office on holidays in case of exigencies etc.
6. In case of the problem attributable to the system hardware, the SLA agreed with hardware Service Provider would come in force. However in case of critical problems attributable to hardware or complete system crash, the system would be shifted to DR site by the Service Provider officials, till the production environment is live again

6. **Penalties on Service Delivery:**
   1. Non availability of Manpower would attract a total pre-estimated penalty of Rs. 5000/- (Rs. Five Thousand only) per day per manpower absence, if no alternate appropriate resource provided. The resource deputed at our location should sign and put IN and OUT time in the Attendance Register.

   2. For any development or upgradation job to be done under the scope of work, the firm will have to submit a development & implementation schedule in the beginning of the assignment. The maximum TAT (Turnaround Time) for a development / Implementation activity should not be more than Three (3) months and the time period should be mutually agreed. If required more time then it must be decided mutually depending on the extent and coverage of the problem. If the job is not completed by the target date due to any reason whatsoever, the firm will pay the penalty @Rs.2000/- per day for the delayed days.

7. **Other Terms & References**
   1. The payment for the KNOWLEGDE TRANSFER period will not be made by the Institute to the firm. The firm has to confirm its readiness in all respect to start giving its service as per the SLA to the ICSI in writing (after minimum 15 days of deputing its staff for KT) and the payment will be made by the ICSI from that confirmation date only.
   2. The Service provider has to undertake that it would also do the Knowledge Transfer to some other Vendor (in case the contract is not renewed and given to some other vendor to handle) to the satisfaction of ICSI.
   3. Central command at the Service Provider's office may be setup for overall management and control of the operations at all locations to ensure that required SLA's are maintained.
   4. It is expected from the support partner to have Oracle E-Business Suite, Dot Net and share point portal experience and therefore no further training will be provided by ICSI. Only handholding for processes as applicable to the ICSI will be provided ex. which General Ledger accounts to be used in a particular type of expense etc.

5. The Service Provider will not have any direct interaction with any third party agency on behalf of the Institute.
6. All communications to the employees or third party agencies would be through designated channels as directed to by the ICSI.
7. Although the commercials being quoted here is in terms of the Four (4) number of resources being deputed at ICSI, Overall responsibility of the development, maintenance and management of the assignments under this contract will remain with the Service Provider.
8. The ICSI has the right to hire any of OR all four resources from a single firm OR different firms at its wish in the beginning itself OR at any point of time during the contract period as per the requirements of the ICSI and will pay the charges to the Service Provider accordingly.
9. All reported problems will have a priority assignment as follows.

	Priority	Type of Request
1	PR1 – Critical	Troubleshooting / Technical Support Requests
2	PR2 – Urgent	
3	PR3 – Normal	
4	CR1 – Critical	Change Requests
5	CR2 – Urgent	
6	CR3 – Normal	
7	SR1 – Critical	Special Requests
8	SR2 – Urgent	
9	SR3 – Normal	

Priority	Definition	Mean Time to Respond	Mean Time to Resolve
Critical	More than 70% of the users are unable to use the system or any of the critical user (President/VP/Secretary / CEO / Dte of IT / System Administrator)	2 Hours	Workaround within 4 hours from initial response, permanent fix within 24 hours i.e. one (1) day.
Urgent	More than 20% of users are unable to use the system or any of the critical users (limited to 5 in number including HOD) are unable to use the system	6 Hours	Workaround within 6 working hours from initial response, permanent fix within Two (2) working days

Normal	All other problems or any localized problem	8 Hours	Workaround within One (1) working day of initial response, permanent fix on best effort basis, decided mutually depending on the extent and coverage of the problem but not more than Five (5) working days

Priority	Definition/Examples	Example	Remarks
P1 - Critical	Problem affecting business critical application, problem is time sensitive has direct and immediate impact to the business operations, client and end-user. No interim workaround solution is available. However this SLA will not be applicable on third party vendors (not in TBIL Control)	Examples of Urgent problems are, but not limited to: Production Server problems, network problems impacting entire company (more than one functional area or Department) or significant number of users	This type of problem requires that IT personnel cease work on other activities and focus on providing a resolution.
P2 - Urgent	Problem affecting business critical application and production systems, problem is time sensitive and/or reoccurring problem, interim work-around solution is available.	Financial Book(s) closures Stoppages in Billing Payroll Processing HRMS workflow	The demarcation between "Urgent" and "High" is the availability of a work-around. The examples of High problems parallel the Urgent problems.
P3 - Normal	Problem affecting users ability to perform normal operations, inhibits productivity but there is a work around available, problem is not time sensitive	Examples of Medium problems include: response time issues, processes not working in 2-tier but working in 3-tier, user misinterpretation of system functionality, etc.	

P4 - Low	Problems affecting documentation, process, procedures, test systems not required to be online immediately		

8. **Fraudulent & Corrupt Practice**
    1. "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 Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the ICSI of the benefits of free and open competition.
    2. "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. ICSI will reject a proposal for award if it determines that the Service Provider recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, the project.

9. **Failure to Agree with the Terms and Conditions of the SLA**
    Failure to agree with the Terms and Conditions of the SLA shall constitute sufficient grounds for the annulment of the award.

10. **Assignments & Sub-Contracts:**
    The whole work included in the SLA & tender document shall be executed by the Service Provider. The Service Provider can't directly or indirectly transfer, assign or sublet the contract / work, in whole or in part, its rights and obligations to perform under the Tender / Agreement to a third party, except with the prior written consent from ICSI.

11. **Mergers and Acquisitions**
    No consent of ICSI shall be required, when an assignment by the Service Provider is the result of, and part of, a corporate acquisition, merger or combination with an affiliated entity or reorganization provided that such entity shall not be released of the obligations of the Service Provider under the Agreement.

12. **Amendment to the Agreement**
    Amendments to the Agreement may be made by mutual agreement by both the Parties. No variation in or modification in the terms of the Agreement shall be made except by written amendment signed by both the parties. All alterations and changes in the Agreement shall take into account prevailing rules, regulations and laws.

13. **Performance Security**
    Within 15 (Fifteen) days of Notification of "Award of the Work", the Service Provider shall furnish Performance Security to ICSI @ 10% of the total contract

value (Basic Price + GST) by way of irrevocable and unconditional Bank Guarantee in favour of Institute of Company Secretaries of India, payable at New Delhi for a period to be specified in the award of work. The proceeds of the Performance Security shall be payable to Institute of company secretaries of India as compensation for any loss resulting from the Company's failure to fulfill its obligations under the terms and conditions of the Work Order. After Submission of the Performance Security to ICSI, the EMD of the Service Provider will be refunded.

14. **Forfeiture of Security Deposit and Invoking of Bank Guarantee**
    1. ICSI shall have the right to invoke the Bank Guarantee and to forfeit the security deposit if Service Provider contravene or breach any of the terms and conditions of this Service Level Agreement (SLA) or if the Service Provider withdraws or amends, impairs or derogates from Work Order / Service Level Agreement (SLA) or fails to execute the work as per the Work Order / Service Level Agreement (SLA) or fails to deliver the satisfactory performance during the period of contract.
    2. 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.
    3. Whenever under Work Order / Service Level Agreement (SLA) order 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 Institute on demand the remaining amount.

15. **Compliances of Law**:-
    1. Service Provider shall carry out 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 Service Provider, ICSI or any other concerned party.
    2. 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 any law, or regulation, or such permit or license relating to any part of the Services.

16. **Payment of Taxes**:-
    1. Service Provider shall be responsible for and shall pay all taxes, duties, excises, 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 sales taxes, duties, customs, levies, service tax and any other tax ("taxes") levied on the equipment, supplies and any other item/service supplied by Service Provider. ICSI may withhold from payments due to 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 Service Provider.
    2. CONSIDERATION
       In consideration of services being rendered by the Service Provider under this Agreement, ICSI shall pay an amount of Rs. ------------------------ (inclusive all taxes , GST, fees, cess, charges, surcharges etc.) per year during the term of this Agreement. Payment by ICSI shall be made in equated installments quarterly at the end of each quarter on receiving the bill from Service Provider. After the expiry of the term the service charges shall be revised as per mutual agreement between the parties

17. **Intellectual Property Rights**
    Service Provider shall ensure that it holds all necessary patents, license rights and other proprietary rights required in respect of any device or method used by it while conducting the Services. 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 this obligation.

18. **Indemnity**
    1. Service Provider shall be solely liable for 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 conduct of the Services 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 this 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.

2. 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.
3. The indemnified party shall give the indemnifying party all reasonable assistance at the expense of the indemnifying party on such claim of indemnity.

19. FORCE MAJEURE

The Parties shall not be liable for any failure to perform, any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

"Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

20. Confidentiality of Information

1. During the term of this Agreement and thereafter, any disclosing party's Confidential Information received by the receiving party, under and by virtue of this Agreement, shall be maintained in the strictest confidence and trust and shall not be disclosed to a third party without the prior written consent of the disclosing party, unless such information is required to be disclosed in pursuance of the order of a competent court, tribunal or other regulatory authority exercising valid jurisdiction, in which case the party required to make the disclosure shall promptly notify the other Party 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.
2. Any software / hardware material, product specifications, financial information, documents covered under this 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. All such information/material shall be treated as confidential for a minimum period of two years after this agreement comes to an end or as agreed from time to time.
3. Provided that upon the expiration, cancellation, or termination of this Agreement, each party shall, upon the written request of the other party, return or destroy, to the satisfaction of the other Party, all Confidential

Information, documents, manuals and other materials specified by the other Party.

4. Service provider shall sign Non-Disclosure Agreement with the ICSI for confidentiality of the data and information/records of the ICSI.

21. Genuine Software

Both parties agree that the software that is required to be used for the purposes as envisaged under this Agreement shall be genuine and registered software and not a pirated version of any nature.

22. TERMINATION

Either party may terminate this Agreement by giving a Three (3) months' notice in writing to the other party for termination of agreement.

The ICSI without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving one (1) month notice in writing in case Service Provider fails to discharge its obligation under this 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 Service Provider or by its staff or agent or in case there are more than Three (3) penalties on the Service Provider in any month.

Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall continue by the Service Provider 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 Service Provider.

The Service Provider 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.

23. Blacklisting

Notwithstanding any other remedy, the ICSI may by notice in writing blacklist the Service Provider for suitable period in case Service Provider fails to discharge its obligation under this 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 Service Provider or by its staff or agent or in case there are more than Three (3) penalties on the Service Provider in any month.

24. **Governing Law**

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

25. **Dispute Resolution**:-

Any dispute, difference, controversy or claim ("Dispute") arising between the Parties out of or in relation to or in connection with this 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 same shall be referred to the Sole Arbitrator to be appointed by 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.

26. **Independent Contract & Relationship between the Parties**

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 this 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.

That it is expressly understood & agreed between the parties to this agreement that the personnel(s) employed / hired / engaged (permanent / regular / casual / contractual / temporarily / daily wager or whatever be the status / name) by the Service Provider directly or indirectly for the execution of work as provided under this agreement, 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.

27. **Non-Exclusive Agreement**

The agreement between the ICSI and 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 this Agreement.

28. **Complete / Entire Agreement**:
This Agreement, its Attachments, if any, and the documents specifically referred herein 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.

29. **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.

30. **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. A provision or right under this agreement shall not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by all the parties.

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

32. **Assignment & Sub-Letting**
Neither party shall assign or sub-let any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other. 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.

33. **Notices & Notifications**:
All notices, notifications, request, consents or other communications required or permitted to be given to either party pursuant to this Agreement shall be in writing and shall be delivered personally or sent by Registered Post with acknowledgement due, Speed post or by courier to the addresses indicated in this Agreement. Any change of Address should be notified to each other.

34. Alteration and Modification

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

35. 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.

36. 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 Purchase / Work Order

4) The Offer / RFP / Tender

37. Jurisdiction of Courts:

All disputes arising out of or relating to the Agreement shall be deemed to have arisen in Delhi and only courts having jurisdiction over Delhi shall determine the same.

FOR M/s _____   FOR ICSI

AUTHORISED SIGNATORY   AUTHORISED SIGNATORY

NAME: NAME:

DESIGNATION: DESIGNATION:

DATE:DATE:

In presence of

1.   2.