General Information

Request for Proposal (RFP)

For

Renovation of website
(www.icsi.edu)

At
The Institute of Company Secretaries of India
‘ICSI House’, 22 Institutional Area, Lodi Road, New Delhi-110003

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<th>Important Date &amp; Information</th>
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<td>1   Cost of Tender</td>
<td>Rs. 200/-</td>
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<td>2   EMD</td>
<td>Rs. 30,000</td>
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<td>3   Tender Publish Date</td>
<td>March 23, 2016</td>
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<tr>
<td>4   Format of bid submitted</td>
<td>Hard copy along with soft copy in CD/USB</td>
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<td>5   Last Date for seeking clarifications, if any</td>
<td>April 04, 2016 by 4:30 pm</td>
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<td>6   Pre-Bid Meeting date, time &amp; venue</td>
<td>April 06, 2016 at 12:00 (Noon), Venue : ICSI, C-37, Sector - 62, Noida</td>
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<td>7   Uploading of clarifications/ reply to Pre-bid queries on the ICSI Website:</td>
<td>April 06, 2016 at 6:00 pm</td>
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<td>8   Bid Validity</td>
<td>180 days from the date of submission of bids</td>
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<td>9   Last Date of Submission of Bids</td>
<td>April 12, 2016 by 3.00 p.m.</td>
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<td>10  Address for submission of Bids</td>
<td>The Institute of Company Secretaries of India, ICSI House, 22, (Illrd Floor: Tender Box) ,Institutional Area, Lodi Road, New Delhi-110003</td>
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<td>11  Venue, Date and time of opening of Technical Bids.</td>
<td>Address as above. Date. April 13, 2016 at 11.00 am</td>
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<tr>
<td>12  Date and time of opening of commercial bids.</td>
<td>Will be intimated in due course to technically short listed bidders only</td>
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<tr>
<td>13  Contact details</td>
<td>Sh. A K Rath, D(IT) Phone: 0120-4522008, E-Mail: <a href="mailto:asit.rath@icsi.edu">asit.rath@icsi.edu</a></td>
</tr>
<tr>
<td></td>
<td>Sh. Vishal Rathore, Director (IT) Phone No : 0120-4522019 (O) +91-9819184420 (M) Email: <a href="mailto:vishal.rathore@gmail.com">vishal.rathore@gmail.com</a></td>
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<td>14  Institute’s Website</td>
<td><a href="http://www.icsi.edu">www.icsi.edu</a></td>
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Statement of Confidentiality

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

Sub: Quotation for "Renovation of website (www.icsi.edu)"

Dear Sir,

The Institute of Company Secretaries of India is a statutory body set up by an Act of Parliament i.e. Company Secretaries Act, 1980 to regulate and develop the profession of Company Secretaries. It is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India, and its Headquarters is located at “ICSI House”, 22 Institutional Area Lodi Road New Delhi-110 003.

ICSI proposes for revamping its website (www.icsi.edu) as per enclosed quotation document and accordingly sealed quotations are invited to hire a professional firm having creative thinking for "Renovation of website (www.icsi.edu)" on turnkey basis.

The sealed quotation is to be sent to President, The Institute of Company Secretaries of India, by name at the Institute’s Headquarters in the envelope super scribing Quotation for "Renovation of website (www.icsi.edu )" due on12/04/2016 by 3.00 p.m.

Thanking you,

Yours faithfully,

(Sanjay pandey)
Joint Secretary
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Part ‘A’

Scope of Work

The Institute of Company Secretaries of India is a statutory body under the act of parliament i.e. Company Secretaries Act, 1980 to regulate and develop the profession of Company Secretaries. It has its head office at 22, Institutional Area, Lodi Road, New Delhi. The HQ also runs from one of its office C-37, Sector – 62, Noida. The Institute has 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 thru MPLS VPN. The Institute has also currently 67 chapter offices spread all over the India out of which 4 chapter offices are already connected thru MPLS VPN and two more chapter offices will be connected soon.

The Institute wishes to renovate and upgrade its website www.icsi.edu, which is developed in DNN platform.

The expected Scope/deliverables pertaining to www.icsi.edu renovation is placed below:

Scope / Deliverables:

1. 3 (Three) Sample Template for website renovation is placed below just for reference.
2. Upgradation of the existing website platform from DNN version 06.01.03 to latest version.
3. The renovated/revamped website should be facilitated with an advanced and comprehensive Content Management System (CMS) as is available in the existing website. Some of the existing features are creating users, creating roles, uploading contents, editing contents, content version control etc.
4. All the contents, facilities and services as is available in the existing website are to be taken in the renovated website with reorganization of options and contents as per educational / professional websites. In case required, few more new options may have to be created with the due permission from icsi. Additional features like Members Alumni, Innovations, Initiatives, Flash news, Committee’s Event, Notification, e-Services, announcements scrolling, chapter details creation/modification/deletion/deactivation and any other options as may be provided by ICSI during requirement gathering session will have to be designed and developed. Sample templates are to be created and “SIGNOFF” is to be obtained from the ICSI by the bidder for the same before actual development.
5. Study / Understand the requirements of the Institute and submit SRS and design document for approval of the Institute. However ICSI reserves the right to ask for the change in the template as per requirement.
6. Design and submit minimum five attractive templates with professional look and feel for the home page and other related pages of the Institute’s website in the line of the sample template given herewith out of which one template may be selected by
the ICSI management for implementation. All five templates are to be initially got approved by the User directorate and in case any of these templates is not found suitable, the bidder has to replace it with another new template. Color print outs and soft copy of five sample templates should be submitted to ICSI.

7.  Studying the problems/ issues/ bugs in the existing website and providing solution for the same in the renovated website.
8.  Design all other pages of the website as per the approved / accepted home page template and getting these approved by the Institute before implementation.
9.  The new template designs should be compatible to all web browsers including mobile / tab based browser.
10. The new template designs should be responsive (compatible to all mobile devices, tabs etc), bug free and should have Optimistic navigation, animated Images on home page with banners and sliders.
11. All the pages of the renovated website should be mobile friendly.
12. During development, warranty and after warranty maintenance phase, bidder has to provide graphics design support required for creating images on website home page / other pages.
13. Uniformity in look and feel of the pages should be maintained across the website.
14. New website should support and be compatible with HTML 5/CSS 3.
15. All existing features of the current website should be migrated during renovation process.
16. Bidder will be responsible for migration of the complete data from the existing website to the renovated website
17. All the database driven query modules (for e.g.; member’s directory, PCS search, Company search, member’s fee query, Statistics in the child portals etc) as is available in the existing icsi.edu site are to be implemented in the renovated website with uniform look and feel of the pages. In case these modules are to be customized / redeveloped for the purpose, the same is to be done by the bidder.
18. Handover all the source codes, CSS, source files etc., and any other files used for the Development.
19. Handover technical and user manuals / documentations pertaining to the development.
20. Provide warranty maintenance support for a period of 12 months for the renovated website www.icsi.edu from the date of acceptance of all the deliverables in writing by the ICSI to cater to all kind of bugs, issues, minor and cosmetic changes etc.
21. Comprehensive and adequate Technical, Administration and operational training should be provided to the users.
22. All costs other than hardware cost should be included by the bidder in the commercial bid.
23. The Institute may like to avail the maintenance support for the renovated website after the 12 months warranty period and the bidder shall have to extend its support at the cost quoted in the commercial bid for at least next 3 years after the warranty period.
24. Defining and provisioning the hardware specification for the new web platform and
Creating detailed project deliverables document.
25. Deploying the new websites and going live with them and provide all necessary
support for end to end execution of project.
26. Building the required bridges, connectors, reports, etc.
27. Managing security for the system as per standard guideline of OWASP.
28. Managing Operating system and software updates and other related software.
29. Disaster Recovery Server is maintained for the existing website. The bidder has to
extend support for all components to implement the DR server for the renovated
website.
30. **Archival of old data:** The architecture being implemented by the bidder should
provide for the archival / purge of older content and for backing up the same offline.
31. Web visitors count feature is to be implemented in the home page of the renovated
website.
32. Renovated website should be integrated with the social networking sites like
facebook, twitter, LinkedIn etc as is available in the existing website.
33. All third party links as is available in the existing website should be made available in
the renovated website. In short, transition to the new platform should in no way
reduce the search engine rankings or page rank of ICSI's website. All new links
should be search engine friendly.
34. Renovated website should have Multilingual features (Hindi, English, Bengali, Tamil,
Telgu, Gujrati, Kannada, Malayalam, Oriya, Marathi) including content change to
other languages (data change).
35. Approximately 80 Child portals are maintained for the Regional Offices/Chapter
Offices / CCGRT offices/Important events in existing website. All these child portals
should be migrated to the renovated website. The approved home page template
should be maintained uniformly for all the child portals. Further migration of all the
data/contents from the child portals of the existing website to the child portal of the
renovated website will be the responsibility of the bidder.
36. Search facility is to be provided in the renovated website as is available in the
existing website.
37. Indian map with the marking of all the offices with address and contact details in the
form of popup on mouse over is to be developed and implemented in the
renovated website.
38. Application map of the website needs to incorporate.
39. Renovated website is to be integrated with Google Analytics.
40. Data Analysis (Dashboards - page wise, traffic wise and others) is to be implemented
in the renovated website.
41. Quality Control requirements
   a. W3C compliance 508 priority 1.
   b. OS/ SQL/ System config., optimization with error capturing, client side
      validation of all fields
c. Load & performance testing by using win runner / win loader / any other tool by simulating 10,000 users (3000 concurrent users). The Institute will not pay any additional cost for the same.
d. Regular Auditing will be done by the bidder on monthly basis (for one year) on risk mitigation on DR, code addition, malware and related threats. An audit report shall be made available through automated mechanism on the number of updations made by any user / administrator between two dates. The audit report will differentiate between deletion, addition and modification.
e. All corrective measures / steps needs to be initiated to close the audit points mentioned in report.
Response time should not be more than 6 seconds for user on dial up connection at all times.

42. Specific Features as is available in the existing website are required to be implemented in renovated website in workable and complete form. Few features are new and marked in bracket. Some of the features are as under:

a. Optimistic Navigation
b. Site Map
c. Collaborative Calendar (ICSI, Community) – ICSI events for all, remaining stakeholder wise (New)
d. Auto Archives / purge of events, contents
e. Flash images header, footer to be changed on monthly basis and correlation with other ICSI portals.
f. Dynamic Organisation Structure
g. Dynamic Chartered Secretary page (New)
h. Dynamic E-Nitor page (New)

43. **Audio, video and graphics**: Pictures, videos, picture slide shows, animated graphs, podcasts, and charts, and other multimedia elements are an integral part of the content that ICSI offers. Provision should be made both for hosting such content as part of the platform as well as for embedding such content from sites like Slideshare, Youtube, scribd, Wikipedia, Flickr, Picassaweb etc. on to individual pages.

For multimedia content hosted as part of the platform, particularly for video, compression mechanisms should be provided so that the content is easily playable by visitors.

A link to the content page where we use third party multimedia with their name and style and the name of the Institute if the multimedia is owned, developed, maintained and stored in the Institute’s Drives shall be provided.

44. The site under reference to be renovated by the bidder i.e. www.icsi.edu will be the primary site of the Institute. There are other sites of the Institute such as the domain...
OR subdomain of icsi.in through which online service to the stakeholders is provided
OR any other site like this, which will get a place in the form of link in the primary
site i.e. www.icsi.edu. The bidder has to make the adequate provisions for this kind
of links to be provided in the home page of the (to be) renovated site with attractive
look and feel.

45. Each link / option on the website is to be associated with any of the departments in
the Institute. The Institute would appoint website Nodal Officer for each department
and there should be facility in the site for the administrator to give privilege to these
Officers for their respective links/options to update at their end. Further there
should be a provision to generate a MIS which will show the updations done during a
particular period.
Eligibility Criteria for bidder

1. Firm must have at least 3 years’ experience in the field of website design, development and implementation in DNN platform and he must have developed at least one website in the latest version/previous to latest version of DNN.
2. The bidder shall be a company incorporated, registered under the Indian Companies Act, 1956.
3. The bidder should have registered office in India.
4. Bidder should have valid Sales Tax/VAT/Service Tax registration number and income tax registration number (PAN).
5. The bidder should be a profit making company in the previous three financial years.

Terms & Conditions:

1. Earnest Money Deposit (EMD)
   i. Bid should accompany an Earnest Money Deposit (EMD) of Rs 30,000/- (Rupees Thirty Thousand only) in the form of a Demand Draft/Banker’s cheque drawn on a Scheduled commercial bank in the favor of ‘The Institute of Company Secretaries of India’ payable at ‘New Delhi’. Cheques, Money orders, Cash or Bank Guarantee etc shall not be accepted as EMD. The bidder’s are requested to make sure to indicate the bid number, name and address of the bidder on the reverse of EMD draft/banker’s cheque and any failure to comply with the same shall be at the risk of the bidder. The quotation not accompanied with earnest money shall not be entertained.
   ii. The earnest money of unsuccessful bidder will be refunded without any interest/bank commission/collection charges within 60 days, after the order has been issued in favour of successful bidder.
   iii. The earnest money of successful bidder will be refunded without any interest/bank commission/collection charges after submission of Security Deposit.

2. The sealed quotations must be submitted in prescribed format on your business letter head duly stamped, sequentially numbered and signed by the authorized signatory of the bidder with date on each page of Part ‘A’, ‘B’ & ‘C’ as their unconditional acceptance of all terms and conditions prescribed by the Institute. Details /supporting documents wherever applicable, if attached with the quotation should be duly authenticated by the bidder/s. Unsigned and unstamped bids shall be summarily rejected. Non acceptance of any of the terms & conditions as stated in tender document shall render the Bid invalid.
3. Bidder should take care to avoid corrections/erasures in the tender offer. Corrections/erases, if any, made in the tender have to be authenticated by full signature with official seal of the tendering firm.

The bid should be properly indexed and with proper binding as one volume, it should not comprise of loose papers, in case of a failure the bid is liable to be rejected.

4. Each Tenderer shall submit the offer (Hard Copy along with electronic copy on a CD-ROM/USB Drive) in two separate sealed envelopes:
   Envelop No. 1 will contain Part ‘A’ & ‘B’ along with EMD, Please mark the envelope as “Envelop No.1 – Technical Bid”

   Envelop No. 2 will contain only Part ‘C’, Please mark the Envelope as “No.2 – Financial Bid”.

Both the sealed envelopes bearing No. 1 and 2 are to be put in the main envelop i.e. Envelop No.3.

5. The sealed quotation duly super‐scribed, "Renovation of website (www.icsi.edu) due 12/04/2016 by 3.00 p.m., should be addressed by name to the President, The 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 IIIrd floor of Institute’s Headquarter & should reach on or before 12/04/2016 by 3.00 p.m.

   Address:
   The President
   The Institute of Company Secretaries of India
   ICSI House, 22, (IIIrd Floor: Tender Box)
   Institutional Area, Lodi Road
   New Delhi-110003

At any time prior to the last date for receipt of Bids, the ICSI, may, for any reason, whether at its own initiative or in response to a clarification requested by the Bidders, modify the Tender by issuing an addendum/corrigendum. Any such amendment issued along with the original Tender document will constitute Revised Tender. The addendum/corrigendum will be uploaded on the ICSI website. The Bidders are requested to visit the website frequently to check for any such decision of ICSI on the need for any modification shall be final and binding on all. In order to afford prospective bidders reasonable time to take the Corrigendum into account in preparing their bids, ICSI may, at its discretion, extend the deadline for submission of bids. Any Corrigendum, Clarifications etc shall be binding on the Bidders and shall be given due consideration by them while they submit their bids.
The ICSI may at any time during the Tendering process but before opening the technical/commercial bid request the Bidders to submit revised Technical / Commercial Bids and/or Supplementary Commercial Bids, in case of change in Scope of Work, without thereby incurring any liability to the affected Bidder or Bidders.

6. Quotations received after the stipulated date and time shall not be entertained. The Institute shall not be liable for any postal delays what so ever and quotation received after the stipulated time/date are liable to be rejected summarily without giving any reason.

No binding legal relationship will exist between any of the Bidders and ICSI until execution of a contractual agreement.

7. The Technical Bid shall be opened on 13/04/2016 by 11.00 p.m. in the Institute at ICSI House, 22 Institutional Area, and Lodi Road, New Delhi in the presence of those tenderer(s) who wish to be present. No separate communication will be sent in this regard. In the event of due date being a closed holiday or declared Holiday for Central Government offices, the due date for opening of the bids will be the following working day at the appointed date, time & venue.

8. Incomplete quotations shall be rejected out rightly. No alterations, amendments or modifications shall be made by the Bidder in the tender documents and if any such alterations are made or any special conditions 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.

9. During evaluation of the bids, the ICSI may at its discretion, ask the Bidder for clarification of its bid and the same has to be provided within the time period minimum one day as specified by ICSI and in case of a default it will be deemed that bidder has no clarification to submit and the bid is liable to be evaluated and/or rejected accordingly. The request for clarification and the response shall be in writing and no change in clarification submission date, price or substance of the bid shall be sought, offered or permitted.

10. ICSI shall have the right to assess the competencies and capabilities of the Tenderer by going through the credentials given in the Technical Bid and on the basis of such credentials, ICSI may reject the candidature of the Tenderer without assigning any reason. In such case(s) the Financial Bid shall not be opened for that particular Tenderer. The ICSI reserves the right to accept or reject any or all bids without assigning any reason whatsoever and decision of the Institute shall be final.

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

12. The acceptance of a Bid shall rest with the ICSI. ICSI does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the 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.

13. ICSI will open the financial bids of only those bidders, who have been found to be eligible and technically qualified. Technical evaluation will be done by a Committee and will include the compliance of eligibility criteria as per the terms and conditions of the RFP, surprise visits/ testing & benchmarking/ presentation by the firm etc.

14. The date and time of opening of financial bids shall be informed separately only to the qualified bidder.

15. Prices quoted should be FOR Institute premises (ICSI) Headquarters New Delhi and ICSI-Noida at Noida and should be inclusive of all charges/taxes. Prices quoted in the bid shall expressly be inclusive of all statutory taxes, fees, cesses, duties, levies, charges, surcharges inclusive of all statutory and any other components (net to ICSI).

16. This Tender does not commit ICSI to award a contract. Further, no reimbursable cost may be incurred in anticipation of award.

17. The quotation shall be valid for at least 90 days from the date of opening of quotations.

18. Warranty/AMC
Standards Warranty/AMC terms for supplied software/apps shall include free maintenance of the software/apps as mentioned under the heading “Scope / deliverables” in this RFP. The defects, if any shall be attended to within 2 (Two) working hours and must be resolved within maximum 8 hours (eight hours).

19. The successful Tenderer shall be required to execute a Service Level Agreement (SLA) on the basis of the tender terms. The said Agreement shall form an integral part of this tender and shall be signed within 20 (twenty) days of the award of the contract. The service charges payable under the said SLA shall however be fixed and firm till the completion of the warranty period.

20. The Institute may like to extend the maintenance contract further on the basis of the quoted commercials.
21.  
   a) The tenderor(s) are required to study the Institute’s website(s) and complete set-up while quoting for the development and maintenance charges for the same.  
   b) The selected bidder shall be required to depute at least one coordinator cum developer on full-time basis at Institute’s office at Noida to coordinate for the Development Activities. He/She will adhere to the office discipline of the Institute till successful implementation and acceptance of all deliverables. He/She will be provided only seating space and the permission to use the network of the Institute. Other infrastructure like computer is to be provisioned for by the bidder. Such coordinator cum developer shall be on the rolls of bidder only and his/her association with the Institute shall be only to facilitate the Design & Development activities smoothly as undertaken by the bidder. The bidder will be responsible for the trouble free integrated working of the application, OS, hardware, software and networking.  
   c) Escalation matrix up to the level of CEO must be provided with phone number and email address of all personnel in the matrix.  

22. Penalty of @Rs.500/- (Rupees Five hundred only) per day or part thereof shall be levied for the defaulted days in case of not meeting any of terms and conditions mentioned in this RFP. All such penalties shall be limited to 10% of the development contract value and may be recovered from the payments dues or the security amount / Bank Guarantee / EMD of the bidder firm.  

23. **Security Deposit**  
The tenderer whose tender is accepted by ICSI shall be required to give a security deposit for faithful performance of the tender. The total amount of security deposit shall be Rs.75,000/- (Rupees Seventy Five Thousand only). No interest will be payable by ICSI on the security deposit, so held. Security deposit shall be provided by the tenderer through an irrecoverable Bank Guarantee from any Nationalized Bank in favor of the Institute of Company Secretaries of India. The Bank Guarantee shall be valid for a period of one year & three months and shall be submitted within 10(ten) days of the award of work/ SLA is executed.  

24. In case of contravention of the various terms and conditions as stated in the tender documents and SLA, the ICSI shall have the right to invoke the said Bank Guarantee and shall also forfeit the amount of Rs.-Seventy five thousand only(Rupees Seventy five thousand only) being part of the security deposit. No interest will be payable by ICSI on the security deposit, so held.  

25. **Contract Period:** The period of the contract shall be initially for a period of one year and three months (development period of 3 months + warranty period of one year) as given in the Service Level Agreement. After the initial term, the SLA may be renewed each year.
for an additional twelve (12) month period as per mutual understanding between Service Provider and ICSI

26. There will be a pre-bid meeting on February 18, 2016 at 12:00 (Noon) in ICSI- Noida office located at C-37, Sector-62, Noida (U.P.) to clarify the queries of the interested bidders.

27. Delivery Period

The delivery, installation & implementation will have to be completed within 2 (Two) months from the date of the purchase or work order. However bidder may like to mention the exact delivery period in the bid. Any delay by the Tenderer from the committed dates in the delivery of items shall render the Tenderer liable to any or all of the sanctions viz. penalty, invocation of Bank Guarantee / forfeiture of security deposit, imposition of liquidated damage, etc.

28. The bidder shall bear all costs associated with the preparation and submission of its bid, and ICSI will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the bidding process.

29. The bidder is expected and deemed to have read, examined/ perused, complied/ agreed to all instructions, forms, terms and specifications etc in the tender document while bidding. Failure to furnish all information required and/or False/Incorrect information and/or ambiguous/ irrelevant information and/or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of its bid.

30. Liquidated Damage: Penalty for the delay in completion of work would be levied at the rate of half percent per week subject to a maximum of 10 percent of the value of the order as has not been completed during the stipulated period. In case of delay beyond fifteen days from the stipulated period, Institute may at its discretion cancel the order and arrange to assign the same to the next bidder on the panel/open market at the sole risk, cost and responsibility of the bidder.

31. Work Location: ICSI Noida office, address given below:

Sh. Asit Kumar Rath, Director (IT) / Sh. Vishal Rathore, Director (IT)
Dte. of IT, The ICSI,
C-37, Sector-62, Noida

32. Terms of Payment

I. No advance payment shall be made.

II. Payments shall be subject to deductions of any amount for which the Bidder is liable under the agreement against this contract. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the prevailing
income- Tax Act and any other taxes as on the date of invoice submission and/or payment date, whichever is higher.

III. All Payments shall be made in Indian Rupees only.

IV. Institute’s usual payment terms are 30 days upon completion of work as per schedule and acceptance of the ICSI in writing.

33. Any dispute, difference, controversy or claim (“Dispute”) arising between the Parties out of or in relation to or in connection with this tender, or the breach, termination, effect, validity, interpretation or application of this tender 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 arbitration of the Chief Executive of the Institute of Company Secretaries of India or any other person appointed by him as Sole Arbitrator. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force will be applicable to the arbitration proceedings. The venue of the arbitration shall be at New Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The language of the arbitration and the award shall be English. The decision / award of the arbitrator shall be final and binding.

34. The quantities indicated in Part “C” are tentative and may be increased/decreased at the sole discretion of the Institute and the bidder shall have not right to claim any minimum/definite volume of business.

35. That it is expressly understood and made clear to the Bidder that its employees, staff, agents, representatives etc. or by any other person directly or indirectly employed by him shall not be employee / officer of the ICSI for any purpose and in no case, there will be any relationship of Employer & Employee, implicitly or explicitly between ICSI and Bidder or its employees, staff, agents, representatives etc. or by any other person directly or indirectly employed by him.

36. In case any work for which there is no specification in the tender but the same is essential for the job / work mentioned in tender document, such work shall be carried out in accordance with the directions of the ICSI without any extra cost to the Institute.

32. Technical Evaluation Criteria:

a. The Bidder should fulfill the eligibility criteria mentioned in the RFP.

b. The Bidder should fulfill / accept all the terms and conditions mentioned in the RFP.

c. The Bidder will be called for giving a presentation to the Technical Evaluation Committee of the Institute constituted for the purpose. The topics of the presentation will be decided by the Committee and intimated to the bidder before at least 2 days. The Committee will evaluate the firm on the basis of its presentation. It would carry 50 marks.

d. The Committee will do the bidder’s premise visit, interact with its technical team and will evaluate the firm on that basis. It will carry 25 marks.
e. The Committee will take the feedback of the clients of the bidder and will evaluate the firm on that basis. The bidder will provide at least three relevant client’s name and contact details for this purpose and will also arrange the appointment with the clients for discussion / reference site visit (if any). Alternatively the bidder shall arrange the feedback in its letter head of the client. It will carry 25 marks. However ICSI reserves the right to award the marks.

f. The firms securing >= 80 marks out of 100 (from c, d & e) and complying the points a & b will be considered as technically qualified.

33. **Commercial Evaluation Criteria:** The Commercial evaluation will be done on the basis of the website renovation cost + Any Other Specific items required to complete the exercise including software license (s) cost involved + 3 years AMC cost (After Warranty). L1 bidder will be the winner.

34. The Bid security / EMD may be forfeited either in full or in part, at the discretion of ICSI on account of one or more of the following reasons:

   i) The BIDDER fails to co-operate in the Bid evaluation process
   
   ii) If the bid or its submission is not in conformity with the instruction mentioned herein
   
   iii) If the BIDDER violates any of the provisions of the terms and conditions of the tender
   
   iv) In the case of a successful Bidder fails to
      (a) Accept award of work
      (b) Sign the Contract Agreement with ICSI after acceptance of communication on placement of award
      (c) Furnish performance security
      (d) Sign the Contract Agreement in time
      (e) or the Bidder violates any of such important conditions of this tender document or indulges in any such activities as would jeopardize the interest of ICSI in timely finalization of this tender.

   v) 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.

The decision of ICSI regarding forfeiture of bid security shall be final and shall not be called upon question under any circumstances. A default in such a case may involve black-listing of the BIDDER by ICSI.
Standard Terms and Conditions applicable for this tender, if not mentioned above

1. 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 Service Provider contravenes 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.

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

   Whenever under 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.

2. Compliances of Law

   “A. 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.

   B. 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.”

3. Payment of Taxes

   A. 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.

4. Intellectual Property Rights
Service Provider shall ensure that it holds all necessary patents, licence 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.

5. Indemnity
a. 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.

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

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

6. 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.

7. Confidentiality of Information
a. During the term of this Agreement and thereafter, any disclosing party's Confidential Information received by the receiving party, under and by virtue of this Agreement, shall be maintained in the strictest confidence and trust and shall not be disclosed to a third party without the prior written consent of the disclosing party, unless such information is required to be disclosed in pursuance of the order of a competent court, tribunal or other regulatory authority exercising valid jurisdiction, in which case the party required to make the disclosure shall promptly notify the other Party in writing of such disclosure. For purposes of this agreement "Confidential Information" means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and / or (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

b. Any software / hardware material, product specifications, financial information, documents covered under 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.

c. 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.

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

8. 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.

9. TERMINATION
Either party may terminate this Agreement by giving a two 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 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 two 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 consequence 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.

10. Blacklisting
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 two penalties on the Service Provider in any month.

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

12. 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 arbitration of the Chief Executive of the Institute of Company Secretaries of India or any other person appointed by him as Sole Arbitrator. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force will be applicable to the arbitration proceedings. The venue of the arbitration shall be at New Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The language of
the arbitration and the award shall be English. The decision / award of the arbitrator shall be final and binding.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.
19. 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.

20. 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.

21. 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.

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

23. 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:
(a) This Agreement
(b) The Attachments (if any)
(c) The Purchase / Work Order
(d) The Offer / RFP / Tender

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

For any details/clarifications, Shri Asit Kumar Rath, Director, IT on telephone No. 0120-4522008, may be contacted.

Date 23/03/2016
(Sanjay Pandey)
Joint Secretary
Part ‘B’ - Technical Bid Form

The firms working in related field shall submit complete profile of their experts with all supporting documents (hard and soft both copy).

1. Firm Name

2. Contact Person’s Name with Mobile No. & E-mail

3. Contact details
   a. Address
   b. Email
   c. Phone Number
   d. Fax

4. List of Offices across India

5. Establishment Details
   i. Year Established
   ii. Type of Organization (Educational & Research Institution/Consulting Organization/Any Other (give details))
   iii. Regd. No. Name and Place of Registering Authority (Attach attested photocopy of Registration Certificate)
   iv. No. of full time employees (Professional, Support Staff)

6. Certification details

7. Association details

8. Relevant field of Expertise (may be more than one)


10. Technical manpower details

11. Is black listed by any Government OR Private firm?

12. Active order book value from Indian customers.

13. Current relevant clientele profile (preferably govt/autonomous/statutory bodies),

14. One page summary mentioning the value add, which may be provided by the firm.
15. Key activities undertaken by the Organization in the past 3 (three) years.
(In brief, extra-sheet may be used if activities are more than 5 in number)

<table>
<thead>
<tr>
<th>S.NO.</th>
<th>Type of activity (technical consultancy/research/study)</th>
<th>Name and Address of Client</th>
<th>Duration (From - To)</th>
<th>Cost (Rs. Lakhs)</th>
<th>Location</th>
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Attach a copy of original written work produced by the organization as a proof of its course competence relevant to the proposed assignment.


17. Any other details

Date ...........................................  Signature ...........................................
Place ...........................................  Name ............................................... 

Note: True copies of the documents in support of information furnished above must be annexed with the Performa
Part ‘C’ - Commercial Bid Form

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

- Bidder is required to use the format in the following table to submit their Cost Proposals.
- Please add/delete lines as necessary to incorporate your fully-inclusive quotation.
- Rates Quoted should be Net Unit Rate (Unit Price + taxes + Cartage, if any) in the INR
- Kindly provide soft copy of the commercial bid in the required format (excel) in CD/USB drive along with hard copy sealed in the envelop.

<table>
<thead>
<tr>
<th>S No</th>
<th>Activity</th>
<th>Cost (Inclusive of all taxes)</th>
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<tbody>
<tr>
<td>1</td>
<td>Renovation of website (<a href="http://www.icsi.edu">www.icsi.edu</a>)</td>
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<tr>
<td>2</td>
<td>Any Other Specific items required to complete the exercise including software license(s) cost involved): 1. 2.</td>
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<tr>
<td>3</td>
<td>Per day manpower cost to cater out of scope work</td>
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</tr>
<tr>
<td>4</td>
<td>After Warranty Annual maintenance charges for maintaining the website</td>
<td></td>
</tr>
</tbody>
</table>

Date ........................................ Signature ...........................................
Place .......................................... Name .............................................