



**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

Tender No. Purchase: 2019-20(FMS- ICSI HQ, 4 RO's & CCGRT) February 07, 2019

Sub: Tender for Facility Management Services (FMS) for Information Technology at ICSI HQ, 4 RO's and CCGRT office.

Important Date & Information		
1	RFP Publish Date	February 07, 2019
2	Cost of RFP	Rs.590/- (Rs.500 + 18% GST) (Rupees Five Hundred and Ninety Only)
3	Earnest Money Deposit	Rs. 50,000/- (Rupees Fifty Thousand only)
4	Last date and time for Sending Pre-Bid Queries in writing	All queries has to be send at praveen.kumar@icsi.edu by 2:00 PM on February 18, 2019
5	Pre-Bid Meeting date, time & venue	February 19, 2019 11:30 AM Venue : ICSI House, C – 36, (4 th Floor) Sector 62, Noida – 201309
6	Bid Validity	180 days from the date of opening of bids
7	Last Date of Submission of Bids	February 28, 2019 2:00 PM
8	Address for submission of Bids	The Institute of Company Secretaries of India, ICSI House, C – 36, (5 th Floor: Tender Box), Sector – 62, Noida – 201309
9	Date, time & Venue of opening of Technical Bids.	February 28, 2019 3:30 PM The Institute of Company Secretaries of India, ICSI House, C – 36, (5 th Floor: Tender Box), 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 praveen.kumar@icsi.edu
12	Institute Website	www.icsi.edu

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.



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About ICSI:

The Institute of Company Secretaries of India (ICSI / Institute) is a statutory body constituted under the act of parliament, i.e. Company Secretaries Act, 1980 to develop and regulate the profession of Company Secretaries in India. The Institute is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India. It has its head office at 22, Institutional Area, Lodi Road, New Delhi. The Institute has two more offices in NCR i.e. one at C-36 & 37, Sector – 62, Noida and another at 4, Institutional Area, Prasad Nagar (NIRO), Delhi. Other three Regional Offices's (SIRO, EIRO, WIRO) are in Chennai, Kolkata and Mumbai. Further the Institute has a CCGRT (Center for Corporate Governance, Research and Training) in Mumbai, CoE (Centre of Excellence) at Hyderabad and 70 chapter offices across the Country. All these offices have its Local Area Networks and are integrated through VPN. The Institute has two web servers one of which is currently collocated outside and another is running from the Institute's Noida data center. The Institute's hardware (servers, Firewalls, networking equipment) are installed in above mentioned locations. Bidder is advised to collect the infrastructure details from the Dte. of IT, before submitting the bid.

The Institute has implemented Oracle based Enterprise Resource Planning (ERP) system, Microsoft Share-point workflow based Document Management System, Microsoft Office Communication Server and Exchange Server based Office Automation system. In addition to this, Linux Server has also been implemented for running Oracle ERP and .Net Web site applications. The Institute has its own Data Center for these systems at its Noida Office and the Disaster Recovery Center at Mumbai. Further Institute has Video Conference Setup at 7 locations (ICSI HQ, Lodi Road office, Noida office, 4 RO's and CCGRT office).

Sealed tenders are invited for **Facility Management Services (FMS) for Information Technology at ICSI HQ, 4 RO's and CCGRT office** as per the details given in the **Part 'A', 'B' & 'C'** of the Tender Document. The terms and conditions governing the instant Tender are as under:

DEFINITIONS

- i) The “ICSI” / “Institute” means THE INSTITUTE OF COMPANY SECRETARIES OF INDIA, New Delhi.
- ii) The “Contract” means **Facility Management Services (FMS) for Information Technology at ICSI HQ, 4 RO’s and CCGRT office**, which the bidder is required to provide to the ICSI under the Contract through this tender.
- iii) “Bidder” or “Tenderer” means the agency/firm that is engaged in the business of **Facility Management Services (FMS) for Information Technology** and applies in response to this tender.
- iv) “Vendor” mean the successful bidder who is engaged by ICSI to **Facility Management Services (FMS) for Information Technology at ICSI HQ, 4 RO’s and CCGRT officethrough** this tender 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.
- x) **Network Availability** shall mean the average network time available annually for **ICSI** subject to the provisions of this Agreement.
- xi) **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.
- xii) **ICSI Premises** shall mean the site or sites designated by the ICSI where the Network equipment is installed including areas to access the **Service Provider** installed Equipment.
- xiii) **Normal Office Hours** shall mean the working hours on any working day of the **Service Provider** which shall be between 9.00 A.M to 6.00 P.M on Monday through Saturday.
- xiv) **Service Activation Date** shall be the date when Service Provider installs and commissions Equipment at **ICSI** site.
- xv) **SNMP** – Simple Network Management Protocol
- xvi) **NMS** – Network Management Software
- xvii) **EMS** – Enterprise Management System

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Tender Document

PART 'A'

Sealed tenders are invited for IT Facility Management Services (FMS) for following Six (6) offices of the ICSI:

1. ICSI HQ, Lodi Road New Delhi;
2. ICSI-NIRO Prasad Nagar, New Delhi;
3. ICSI-WIRO Nariman Point, Mumbai;
4. ICSI-EIRO Ahipukur, Kolkata;
5. ICSI-SIRO Nungambakkam, Chennai and
6. ICSI-CCGRT CBD Belapur, Navi Mumbai

The terms and conditions governing the tender are as under:

1. The sealed tenders are to be submitted in prescribed format on the bidder's business letter head duly stamped, signed and dated on each page of Part 'A' & 'B' and 'C' as a token of the bidder's unconditional acceptance to the terms prescribed by the Institute. Details/supporting documents wherever applicable, if attached with the tender must be duly authenticated by the bidder. No over-writing shall be accepted unless authenticated with full signature of the bidder.
2. The tender document may be obtained during working hours from **February 07, 2019 to February 28, 2019** (till 01.00 PM) on all ICSI-HQ working days 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**. The tender document can also be downloaded from the website of the Institute (www.icsi.edu) for which bidders 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 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 and correct.
3. Bid Submission: **Each bidder shall submit the tender in three separate sealed envelopes, (i) EMD & Tender Fee is to be put in envelope No. 1 (please mark the envelope as "No.1 – EMD & Tender Fee), (ii) Part 'A' & 'B' including Form I (Annexure A), Form II(a) & II(b) (Annexure B1 & B2), and Form III (Annexure C), along with all requisite documents and soft copy in USB Drive / CD is to be put in envelope No. 2 (please mark the envelope as "No. 2 – Technical Bid", (iii) Part 'C' only with Soft Copy in excel format as per the Financial Bid Format in USB Drive / CD is to be put in Envelope No. 3 (Please mark the Envelope as "No.3 – Financial**

Bid”). All the sealed envelopes bearing No. 1, 2 and 3 are to be put in main envelop i.e. Envelope No. 4.

4. (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).
5. The sealed tender duly superscribed, **“Tender for Facility Management Services (FMS) for Information Technology at ICSI HQ, 4 RO’s and CCGRT office” due on February 28, 2019**, should be addressed by name to **Shri Ashok Kumar Dixit, Officiating Secretary, 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 5th floor of Institute’s Headquarter & should reach on or before **2:00 PM on February 28, 2019**.

Address:

Shri Ashok Kumar Dixit
Officiating Secretary
The Institute of Company Secretaries of India
ICSI House, C-36, (5th Floor: Tender Box)
Sector-62 Noida – 201309 (UP)

The Institute shall not be liable for any transit delays whatsoever and tenders received after the stipulated time/date are liable to be rejected summarily without assigning any reason and without any further reference to the bidder.

6. The Technical Bids of the Bidders will be opened on **February 28, 2019 at 03:30 pm** in the 5th floor of the ICSI, C-36, Sector-62, NOIDA – 201309 in the presence of the representatives of the bidders, who wish to be present on the scheduled date and time. No separate intimation will be sent to the bidders regarding opening of the technical bids. In the event of due date being a close 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.
7. The technical bids of the Bidders will be evaluated by a Committee of officers as nominated by the Competent Authority of the Institute in the line of the eligibility criteria and technical evaluation criteria as mentioned in the tender document. Any outside Consultant / Advisor may also be a part of this Committee. Incomplete quotations shall be rejected out rightly
8. 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 Financial Bid of only those parties who qualify in the technical scrutiny shall be opened and time and date for opening the financial bid shall be intimated separately.
9. **Earnest Money Deposit (EMD)**
 - i. The Earnest Money Deposit (EMD) of **Rs. 50,000/- (Rupees Fifty Thousand 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. Tenders 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/bidder/vendor opts to convert the EMD to be part of the performance security, balance amount towards the performance security will be recovered from the payable amount to the vendor. The EMD of the unsuccessful bidders will be refunded without any interest/Bank commission/collection charges within 30 days after award of the contract / work order to the successful bidder.

Forfeiture Of EMD:

The EMD of the bidders shall be forfeited in the following circumstances:-

- i. the bidder withdraws its bid;
 - ii. the selected bidder does not accept the Purchase / Work Order;
 - iii. the selected bidder fails to supply goods / services as per the terms of the Tender and Purchase / Work Order.
 - iv. any other unjustified reasons e.g. misleading or wrong information in the Bid, violation of the terms and conditions of the Tender, involvement in forming ring/cartel, submission of multiple bids in different names etc.
10. The GST has rolled out with effect from 01.07.2017. For implementation of GST in ICSI, bidders who have not migrated to or registered with GST regime will not be able to participate in any tender of this Institute. Any offer received from the bidder without GST registration details will be summarily rejected.
11. Non acceptance of any of the terms & conditions as stated in tender and non-submission of the stipulated Earnest Money Deposit (EMD) shall render the Tender invalid. Only bidders whose Infrastructure/Technical particulars as stated in tender are determined to be in consonance with Institute’s requirements shall be considered further in the Tender Evaluation Process.
12. **Bid Validity:** Price quoted must be valid for at least 180 days from the date of opening of bid.

13. Eligibility Criteria for bidding:

- a. The bidder should be a registered company under Companies Act, 1956 or Companies Act, 2013 of India for at least 03 (three) years on the date of the submission of the tender. (Please attach Certificate of Incorporation / Copy of Registration Certificate (s) to be enclosed)
- b. Bidders must have GST registration and PAN. (Please attach self-attested photocopy of the documentary proof to be submitted).
- c. Bidder should have office establishment in Delhi (NCR). (Please attach supporting document)

- d. The firm's Turn Over should be Minimum Rs. 2.0 Crores in each of the last 3 financial years (2015-16, 2016-17 & 2017-18). (Audited P&L statement and Balance sheet of all the three years).
- e. The bidder should have atleast 03 (three) years experience in the profession of FMS services for information technology.
- f. The bidder should have at least five (5) clients, out of which minimum two (2) should be from Central Government/State Government/Public Sector organizations /Autonomous Bodies/ Statutory Bodies, Business house. (Please attach work order/agreement copy)
Details along with Type of Hardware, software, networking and applications being maintained are to be provided against each client. Kindly also provide name and contact details of the concerned officials of each clients.
- g. Bidder should not have been blacklisted by any Firm/Organization/ School/Board/University/ Institution or any Government organization and no litigation is pending in the court of law against the bidder. (Declaration from Authorized Signatory on the Bidder's Business Letter Head).
- h. Bidders should have not been declared ineligible by the Government of India to participate for unsatisfactory past performance, corrupt, fraudulent or any other unlawful or unethical business practices. (Declaration from Authorized Signatory on the Bidder's Business Letter Head).
- i. The bidder must have a valid as on the date of submission of the bid ISO 9001:2008 / Equivalent certificate for quality and ISO 27001:2005 / Equivalent certificate for Data Security.
(Please attach supporting document)

14. Technical bids Evaluation Criteria (Annexure-3):

- a. The Bidder should fulfill the eligibility criteria for bidding as mentioned in thisTender. The Bidder who does not fulfill these criteria may not be evaluated further and rejected without further intimation.
- b. A presentation is to be given by the eligible bidders before the technical evaluation committee formed for the purpose. The presentation will comprise of the following topics for the evaluation process:
The presentation may be broadly on the following aspects/lines
 - About 30 minutes presentation/interaction regarding their understanding of scope of work
 - Proactive proposals/innovative ideas/solutions for smooth functioning.
 - Quality assurance of the deliverables
- c. Evaluation of bidder's infrastructure, manpower, financial strength, technical expertise and experience in the relevant fields will be done through the information / documents provided as a part of the technical bids.
- d. Evaluation of work experience in the relevant fields will be done through the information / documentary proofs such as client's certificate provided by the bidder as a part of the technical bids.

15. Financial-Bid Evaluation

The Financial-Bid evaluation is done only for those bids which are responsive and which have a Final Technical Score of at least 60%.

The bidders are required to study the Institute's complete set-up while submitting their bid for the IT FMS Services.

16. Commercial Evaluation (CE)

Financial bids of only those Bidders will be opened who qualify in the technical bids evaluation process. The date, time and venue for opening the financial bids will be intimated to the technically qualified bidders only.

- a. In case of Commercial Evaluation of the Proposal, Full marks (100 marks) will be allotted to the Bidder who quotes the lowest financial proposal (LP).
- b. While the Bidder with lowest financial proposal (LP) will get a financial proposal score (FPS) of 100 marks, other Bidders will be awarded in proportion to the marks scored in relation to the Bidder with the lowest quote. Thus the other Bidders will get marks < 100. The Financial proposal scores (FPS) of all other bidders will be determined by the formula:

$$\text{FPS} = \frac{\text{Lowest Financial Proposal (LP)}}{F} * 100$$
 (Where F is the Financial Proposal quoted by this Bidder).

For ex: If Bidder A quotes Rs.100 and Bidder B quote Rs.50, Bidder B will be allotted 100 Marks on the ground that he is the lowest Bidder. Bidder A will get (Inversely Proportional)

$$\text{FPS} = 50/100 * 100 = 50 \text{ marks}$$

Total score = 60% x technical proposal score + 40% x Financial proposal score.

17. The rates to be quoted by the bidder shall expressly be inclusive of all statutory taxes, fees, cesses, duties, levies, charges, surcharges and other components, etc. (net to Institute) for FMS except GST which is to be shown separately in the financial bid. Prices inclusive of all statutory taxes, fees, cesses, duties, levies and other components etc. (net to Institute) except GST which is to be shown separately in the financial bid in Part – C for FMS for onsite maintenance at the afore-mentioned offices. Further the selected Bidder will be required to depute one Chief FMS engineer having adequate qualification, experience and exposure to manage the activities of the site on full-time basis at Institute's head office to coordinate for the FMS activities. FMS Engineers having adequate qualification, experience and exposure to manage the activities of the site will be posted in the 4 Regional Offices of the Institute at New Delhi, Mumbai, Kolkata & Chennai and CCGRT Mumbai. Such FMS engineers shall be on the rolls of Bidder only and their association with the Institute shall be only to facilitate the FMS activities smoothly as undertaken by the Bidder. Resumes of such Resident FMS Engineer should be enclosed with the technical bids. The FMS engineer must be on the pay roll of the firm for a minimum duration of one year (proof on the same must be submitted with the technical bid) and the engineer must be qualified to handle all aspects of systems

software, hardware and networking complaints. **Engineers to be deputed should have adequate qualifications and experience on System Administration, Database Administration and Network Administration on the platforms in use in the Institute and/or mentioned in the tender document.** The prices finalized after opening the tenders shall not increase throughout the period of Contract / Service Level Agreement.

18. The Bidder will be responsible for the trouble free integrated working of the hardware, software (system and application both) and networking.

19. The whole work included in the Tender shall be executed by the Bidder and the Bidder shall not directly or indirectly transfer assign or sublet the contract or any part thereof or interest therein to any other party without the written consent of ICSI.

20. Payment Terms:

a. FMS charges will be paid on quarterly basis at the end of each quarter for the preceding quarter against the bill and **the rates quoted shall remain valid till three years from the start date of contract.**

b. Conveyance charges to FMS Engineer:

If the Engineers are advised to stay late till on weekdays 9:00 P.M or beyond and attending office on holidays as per the requirement of the user directorates/Offices, the Institute may reimburse conveyance amount by auto in actual from Office to Home and having the claim from the engineers duly verified by the respective Office in charge of ICSI.

If the Engineers are advised to visit outside data center OR programme site as per the requirement of the directorates/Offices, the institute may reimburse conveyance amount by auto in actual on having the claim from the engineers duly verified by the respective Office in charge.

21. Escalation matrix upto the level of CEO must be provided with phone number and email address of all personnel in the matrix.

22. Security Deposit/ Performance Security

The successful bidder has to submit the security deposit /performance guarantee from scheduled bank of equivalent amount of 5% of the contract value on awarding the contract within 10 days of issue of order but before execution of the service level Agreement (SLA) placed as Annexure-1, 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.

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.

In case of contravention of the any of the terms and conditions as stated in the tender documents / Service Level Agreement (SLA) or if the Bidder withdraws or amends, impairs or derogates from the tender / Service Level Agreement (SLA) in any respect within the period of validity of the tender / Service Level Agreement (SLA) or bidder fails to execute the work as per the Tender/Work Order or fails to deliver the satisfactory performance during the period of contract, or fails to execute agreed Service Level Agreement (SLA), ICSI shall have the right to invoke the said Bank Guarantee and to forfeit the security deposit / earnest money deposit and such decision of the ICSI shall be final.

23. The hardware, software and networking components to be managed as a part of the FMS activity indicated in Part – ‘C’ are tentative and may be increased / decreased at any point of time and the Bidder shall have no right to claim any kind of extra amount in any form. The Bidder is expected to maintain the service levels as shall be defined in the Service Level Agreement. Format/Sample of Service Level Agreement is annexed with this tender document.
24. The Institute reserves the right to accept or reject any or all tenders including the lowest tender/s without assigning any reason at its sole discretion and the decision of the Institute will be final and binding on all concerned. 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.
25. The ICSI does not bind itself to accept the lowest or any tender or to assign any reason thereof and ICSI also reserves the right of accepting the tender/bid in whole or in part. The part acceptance of the tender shall not violate the terms and conditions of the contract and the bidder shall execute the work at the specified rates without any extra charges or compensation within the stipulated period.
26. In case any work for which there is no specification in the tender, such work shall be carried out in accordance with the directions of the ICSI without any extra cost to the Institute.
27. The Tenderer / Bidder hereby covenants and agrees to indemnify and shall at all times keep indemnified the ICSI against any loss or damage that the ICSI may sustain as a result of the failure or neglect of the Bidders to faithfully carry out its obligations under this tender or negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the Tenderer / Bidder or its employees, agents, representatives and further to pay for all losses, damages, costs, charges and expenses which the ICSI may reasonably incur or suffer, and to indemnify and keep indemnified the ICSI in all respects.
28. In case of any damage or loss caused to the Institute due to breach of term or condition of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the Tenderer / Bidder or its staff, the Tenderer / Bidder shall make the loss good. The Institute shall have right to adjust the damage / loss suffered by it from the security deposit / earnest money deposit / bank guarantee and / or to charge penalty as decided by the Institute. Decision of the Institute in this respect shall be final & binding.
29. Whenever under this tender / contract order, any sum of money is recoverable from and payable by the Tenderer / Bidder, the Institute 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 Tenderer / Bidder. 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 Tenderer / Bidder or which at any time thereafter may become due to the Tenderer / Bidder under this or any other tender / contract with the Institute. If this sum is not sufficient to cover the full amount recoverable, the Tenderer / Bidder shall pay the Institute on demand the remaining balance.

30. The tenderer(s) / bidder(s) shall not use or disclose any Confidential Information of the Institute except as specifically contemplated herein. For purposes of this tender / contract "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.
31. At any time prior to the last date for receipt of Bids, the ICSI, may, for any reason, whether at its own initiative or in response to a clarification requested by the Bidders, modify the Tender by issuing an addendum/corrigendum. Any such amendment issued along with the original Tender document will constitute Revised Tender. The addendum/corrigendum will be uploaded on the ICSI website. The Bidders are requested to visit the website frequently to check for any amendments.
32. The ICSI may at any time during the Tendering process but before opening the technical bid request the Bidders to submit revised Technical / Financial Bids and/or Supplementary Financial Bids, in case of change in Scope of Work, without thereby incurring any liability to the affected Bidder or Bidders.
33. In case of any dispute, claim or difference or demand arising under or pursuant to or in relation or touching this tender, the authorised official of the Institute and the Bidders shall address the disputes/ differences for mutual resolution, failing which the matter shall be referred to the Sole Arbitrator to be appointed by the Competent Authority of the Institute of Company Secretaries of India. 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 award of the sole arbitrator shall be final and binding on both the parties. 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 decision / award of the arbitrator shall be final and binding on both the parties. All disputes arising out of this tender are subject to the jurisdiction of Courts in New Delhi.
34. The Institute reserves the right to accept or reject any or all the tenders/bids without assigning any reason.
35. For any details / clarifications, **Dr. Nikhat Khan, Director of IT (0120-4522019) may be contacted.**

Date: February 07, 2019

(Amit Kumar Ghoshal)
DIRECTOR (Purchase)

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

Tender No. Purchase: 2019-20(FMS- ICSI HQ, 4 RO's & CCGRT) February 07, 2019

Sub: Tender for Facility Management Services (FMS) for Information Technology at ICSI HQ, 4 RO's and CCGRT office.

Annexure- A

PART 'B' (TECHNICAL BID)

Form I: Particulars of Bidder

S.No.	Particulars.	Response	Supporting Document Reference with Page No
1	Name and complete address of the Company submitting the tender (Profile Document to be attached)		
2	Address of offices at Mumbai, Chennai, Delhi/NCR, Kolkata of the Company		
3	Tele/Fax/E-mail/Mobile No. Of the company submitting the tender, website address		
4	Contact person's name CEO/Directors telephone No, official no, mobile no and e-mail.		
5	Status of the Bidder (Limited Co./Pvt. Ltd.) (Enclose self attested copy of document)		
6	Details of registered office, along with contact person's name and tele. No.		
7	Bank Draft No, date, Bank name and amount (if applicable)/MSME or NSIC Regn. No. a. Tender Fees b. EMD c. MSME/NSIC Regn. No. (if applicable) & its valid period (Enclose self-attested certificate photocopy)		
8	Name of the Banker, Branch Name, A/c No. and IFS Code (for e-payment purpose)		
9	Lab. License /EPF/ESIC Reg. No. (if applicable) (Enclose self-attested photocopy)		
10	Income-tax registration PAN and GST number along with documentary evidence.		
12	CIN (Enclose self-attested photocopy)		
13	Mention Manpower details Technical and Functional who will provide support (backend and frontend both) in following format: Domain, Name, Qualification, certifications, Total		

	Experience of the employee, Experience in your company,		
14	Paid up capital of the firm for 2015-16, 2016-17 & 2017-18 Financial Years. Please attach supporting documents		
15	Turnover of the company as a whole for last 3 Financial Years(2015-16, 2016-17 & 2017-18) from only related business (FMS services). Please attach supporting documents)		

Signature _____
 (Authorized signatory of the agency)
Name of the bidder _____
Official seal of bidder _____

Date _____

Tender No. Purchase: 2019-20(FMS- ICSI HQ, 4 RO's & CCGRT) February 07, 2019

Sub: Tender for Facility Management Services (FMS) for Information Technology at ICSI HQ, 4 RO's and CCGRT office.

Form II(a): TECHNICAL DETAILS

(Annexure B1)

Bidder should submit the following compliance sheet along with methodology of proposed FMS in alliance with the INSTITUTE's infrastructure and applications as part of the technical proposal.

S. No.	Description	Compliance (Y/N) (Numbers if applicable)	Supporting Document Reference with Page No
1	You are complying with the terms and condition of tender [Form No. III (Annexure 'C') of this document on the business letter head of the bidder].		
2	You have confirmed that you have not included any condition/conditional compliance etc. in the bid submission. (Declaration on the business letter head of the bidder.		
3	All the pages of proposal are numbered sequentially.		
4	You have enclosed the indicative SLA's with Technical proposal		
5	The bidder is a registered company under Companies Act, 1956 or Companies Act, 2013 of India for at least two (03) years. Certification of Incorporation should be submitted.		
6	Bidder should have an office establishment or a representative at Delhi (NCR), Mumbai, Kolkata, Chennai (please enclose the supporting document)		
7	Bidder to confirm that the bid is not submitted in Consortium.		
8	List of existing clients to whom FMS services have been provided in last two (2) years.		
9	The bidder should have at least five (5) clients, out of which minimum two (2) should be Central Government/State Government/Public Sector		

	organizations /Autonomous Bodies/ Statutory Bodies /Business organization along with Type of Hardware, software, networking and applications being maintained. Kindly provide name and contact details of the concerned officials of the site.		
10	Please indicate the system software you generally utilize for various activities to be performed under FMS and your level of association		
11	The bidder shall have a valid TIN /CIN		
12	Onsite Review mechanism (Weekly, Monthly and Quarterly)		
13	Agreed MIS to be provided by the bidder as per Annexure 2 part of SLA.		
14	FMS engineer deputed at the Institute -qualifications and certifications		
15	FMS engineer deputed at the Institute -replacement criteria		
16	Technical Testing, Research, Training Infrastructure of the bidder should be NCR Delhi based.		
17	All FMS engineers deputed at 4 RO's and CCGRT will join at Institute Head Office i.e. Delhi NCR and 3 days handholding session will be arranged Jointly by the Institute and firm's Chief FMS Engineer and all cost (including lodging and boarding of the FMS engineers) will be borne by the bidder. Further any replacement of the FMS Engineers at ROs and CCGRT will follow the above mentioned process only. Only one FMS engineer's replacement in a year at all locations is allowed.		
18	Joining/Replacement criteria for Chief FMS Engineer- The new Chief FMS Engineer should be deputed at ICSI Noida Office to get KT (Knowledge Transfer) from existing FMS Engineer for 14 Working Days and all Cost (Including lodging and boarding of the FMS Engineer) will be borne by the bidder. Their Resumes should be provided and an interaction should be conducted at ICSI Noida Office before replacement. Only one FMS engineer's		

	replacement in a year at all locations is allowed.		
19	Backup FMS engineers (along with Regular FMS) at all locations should visit the Institute's offices for Three (3) days in a month during the entire contract to understand the Site System and Day to Day Operations.		
20	The bidder should have a valid ISO 9001:2008 / Equivalent certificate for quality and ISO 27001:2005 / Equivalent certificate for Data Security.		
21	Each FMS Engineer should conduct monthly IT training for ICSI officials at his/her site based on their office requirements.		
22	Firm's senior technical resource should conduct monthly technical session for Dte. of IT officials on the mutually agreed topics.		

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

Signature _____
(Authorized signatory of the agency)

Name of the bidder _____

Date _____

Official seal of bidder _____

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

Tender No. Purchase: 2019-20(FMS- ICSI HQ, 4 RO's & CCGRT) February 07, 2019

Sub: Tender for Facility Management Services (FMS) for Information Technology at ICSI HQ, 4 RO's and CCGRT office.

(Annexure B2)

Form II(b): Eligibility Criteria Details

S. No.	Particulars	Response Yes/No	Supporting Document Reference with Page No.
a)	The bidder should be a registered company under Companies Act, 1956 or Companies Act, 2013 of India for at least 03 (three) years on the date of the submission of the tender. (Please attach Certificate of Incorporation / Copy of Registration Certificate (s) to be enclosed)		
b)	Bidders must have GST registration and PAN. (Please attach self-attested photocopy of the documentary proof to be submitted).		
c)	Bidder should have office establishment in Delhi (NCR). (Please attach supporting document)		
d)	The firm's Turn Over should be Minimum Rs. 2.0 Crores in each of the last 3 financial years (2015-16, 2016-17 & 2017-18). (Audited P&L statement and Balance sheet of all the three years).		
e)	The bidder should have atleast 03 (three) years experience in the profession of FMS services for information technology.		
f)	The bidder should have at least five (5) clients, out of which minimum two (2) should be from Central Government/State Government/Public Sector organizations /Autonomous Bodies/ Statutory Bodies, Business house. (Please attach work order/agreement copy) Details along with Type of Hardware, software, networking and applications being maintained are to be provided against each client. Kindly also provide name and contact details of the concerned officials of each clients.		
g)	Bidder should not have been blacklisted by any Firm/Organization/ School/Board/University/ Institution or any Government organization and no litigation is pending in the court of law against the bidder. (Declaration from Authorized Signatory on the Bidder's Business Letter Head).		

h)	Bidders should have not been declared ineligible by the Government of India to participate for unsatisfactory past performance, corrupt, fraudulent or any other unlawful or unethical business practices. (Declaration from Authorized Signatory on the Bidder's Business Letter Head).		
i)	The bidder must have a valid as on the date of submission of the bid ISO 9001:2008 / Equivalent certificate for quality and ISO 27001:2005 / Equivalent certificate for Data Security. (Please attach supporting document)		

The bidder must comply the above mentioned eligibility conditions and if any bidder does not fulfill the same, they will be technically rejected.

Date:

Signature _____

(Authorized signatory of the agency)

Name of the bidder _____

(Declaration from Authorized Signatory on the Bidder's Business Letter Head).

(Annexure C)

Form III

Tender for Facility Management Services (FMS) for Information Technology at ICSI HQ, 4 RO's and CCGRT office.

To
The Secretary
Institute of Company Secretaries of India (ICSI)
ICSI House,
C – 36,
Sector 62,
Noida-201309

Sub: Tender for Facility Management Services (FMS) for Information Technology at ICSI HQ, 4 RO's and CCGRT office.

Sir,

This is with reference to the **Tender No: Purchase: 2019-20(FMS- ICSI HQ, 4 RO's & CCGRT)** due on _____. We are interested to participate in the **Tender for Facility Management Services (FMS) for Information Technology at ICSI HQ, 4 RO's and CCGRT office dated February 07, 2019.** We declare that:

- i) We have read and understood the terms and conditions given in the quotation / tender Document;
- ii) We are eligible for award of the contract as per the qualification criteria mentioned in the quotation / tender Document;
- iii) We accept and agree to all the terms and conditions of the quotation / tender;
- iv) We shall comply with all the terms and conditions of the quotation / tender;
- v) All the information / documents provided in this bid are true to the best of our knowledge and belief. If at any stage, the information / documents are found to be false, misleading or incorrect then this Bid / Purchase Order shall be cancelled at our cost and risk and we shall indemnify the Institute (ICSI) for the loss caused due to the cancellation and we shall be liable for penal / legal action including black listing by ICSI.
- vi) We understand that ICSI reserves the right to cancel the quotation / tender at any stage or cancel / reject any one or more bid without incurring any liability.
- vii) The duly signed copies of all the tender pages are attached herewith.

Date:

Signature _____
(Authorized signatory of the agency)
Name of the bidder _____

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

Tender No. Purchase: 2019-20(FMS- ICSI HQ, 4 RO's & CCGRT)

February 07, 2019

Sub: Tender for Facility Management Services (FMS) for Information Technology at ICSI HQ, 4 RO's and CCGRT office.

The FMS agency has to provide all software for the effective services as per the attached SLA. **The firm has to compulsorily supply and implement the original / genuine software in totality for Helpdesk, Management of (Software, Assets, SLA, PO/Contracts, Notification alerts/rules, Network scan) and other available services for the Institute with the license for 40 technicians and 500 Nodes.** All the software so supplied will be in the name of 'The Institute of Company Secretaries of India'. The software that will be utilized for the services should be legal and in the name of the Institute.

Duration of Contract

Contract shall be initially for a period of Three(03) years subject to evaluation of the performance on yearly basis. **The rates quoted shall remain valid till three years from the start date of contract.** In case on annual review, it is perceived by the Institute that the firm's previous year's performance is not satisfactory, it may terminate the contract with one month notice on the completion of the year of service. The Institute has to issue the termination notice within one month of the completion of the yearly maintenance otherwise the contract will automatically stand valid.

Termination of Contract

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 Three (3) months' 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 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.

The Institute without prejudice to any other remedy, also reserves the right to terminate the Agreement / Contract in whole or in part and also to blacklist a Tenderer / Bidder for a suitable period in case he fails to honour his bid / contract without sufficient grounds or found guilty for breach of condition /s of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief, misappropriation or any other type of misconduct by such Tenderer / Bidder or by its staff. In such case of termination, the ICSI will have the right to put in place any other agency for carrying out the remaining work. Any extra expenditure shall be recovered from the bidder.

Extension of Contract

The said Agreement may be extended / renewed at the sole discretion of ICSI for a further period of maximum of three (3) years on yearly basis on mutually agreed terms and conditions between the ICSI and the Service Provider in writing. Service Provider shall not have right to claim renewal.

Infrastructure

Sitting arrangements with network connectivity at office will be provided by the Institute and all other things including Data card, mobile with STD facility, laptop (latest configuration) for all FMS Engineers will be managed by bidder so that FMS Engineers can do their site work from the office as well as from Home at any time.

Review Mechanism(in person)

1. Weekly Review Meeting (WRM) with Account Manager at Noida Office
2. Monthly Review Meeting (MRM) with Program Manager at Noida office (Program manager and account manager should be different person)
3. Steering Committee Meeting (SCM) with competent authority once in two months or as and when required
4. Online access of all issues/tickets with as on date status to all concerned officials of the Institute (centralised helpdesk).
5. Monthly Review Meeting (MRM) with Office In-charge of 4 RO's and CCGRT locations with the firm's local regional manager.

Liquidated Damages / Penalty Terms:

1. **Rs. 2,000 /- (Rs. Two Thousand only) per day OR part thereof for violation of any Clause of RFP/Tender/SLA.**
2. **Non availability of Manpower for more than one day in a month would attract a penalty of Rs. 1000/- (Rs. One Thousand only) per day 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.**
3. **For Non Submission of MIS as per SLA, penalty will be imposed @Rs. 500/- (Rs. Five Hundred only) per day or part of the day.**

4. **In case there are more than 3 penalties on Service Provider in any month, the ICSI shall have right to terminate the contract by giving one month notice and such decision of the ICSI shall be final.**
5. **Backup FMS engineers (along with Regular FMS) at all locations should visit the Institute's offices for Three (3) days in every month during the entire contract failing which a penalty of Rs. 2000/- (Rs. Two Thousand only) for each day would be imposed.**

The hardware, software and networking components to be managed as a part of the FMS activity indicated is tentative and may be increased / decreased / upgraded at any point of time and the Bidder shall have no right to claim any kind of extra amount in any form. The Bidder is expected to maintain the service levels as is defined in the Service Level Agreement for all such increase/decrease/upgradation in infrastructure/platforms.

Other Terms & References

All communications to the employees or third party agencies would be through designated channels as directed to by the Institute.

Non acceptance of the terms & conditions as stated in Part A and non-submission of the stipulated Earnest Money Deposit (EMD) shall render the Tender invalid.

Tender No. Purchase: 2019-20(FMS- ICSI HQ, 4 RO's & CCGRT) February 07, 2019

Sub: Tender for Facility Management Services (FMS) for Information Technology at ICSI HQ, 4 RO's and CCGRT office.

PART 'C' FINANCIAL BID

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.

(figure in Rs.)

SNo	Services	Charges per annum (In Rs.) (all-inclusive except of GST) (a)	GST (b =a *GST%)	TOTAL Price(Including all Taxes) (c= a+b)
1	Cost for Chief Facility Management Engineer & related Service at ICSI,HQ,Lodi Road, New Delhi.			
2	Cost for Facility Management Services at Regional Offices at Delhi, Mumbai, Kolkata, Chennai & CCGRT Mumbai.			
3	Asset Management Software Tool License Cost (Software in totality for Helpdesk, Management of (Software, Assets, SLA, PO/Contracts, Notification alerts/rules, Network scan) and other available services for the Institute with the license for 40 technicians and 500 Nodes).			
	Total Amount			
Total Amount with (in Words) ----- -----.				

SNo	Services	Charges per annum (In Rs.) (all-inclusive except of GST) (a)	GST (b =a *GST%)	TOTAL Price(Including all Taxes) (c= a+b)
1	Each additional FMS Engineer cost if required at new sites.			

Date:

Name and Signature of Bidder

SERVICE LEVEL AGREEMENT

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

And

The Institute of Company Secretaries of India, a Statutory body constituted under the Company Secretaries Act, 1980 having its head office at ICSI House, 22, Institutional Area, New Delhi – 110 003 through _____ (hereinafter referred to as "**ICSI**") which term shall include in its successors and permitted assigns of the **OTHER PART**

WHEREAS:

Service Provider is willing to provide **ICSI** with the Facility Management Services 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. **Network Availability** shall mean the average network time available annually for **ICSI** subject to the provisions of this Agreement.
2. **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.
3. **ICSI Premises** shall mean the site or sites designated by the ICSI where the Network equipment is installed including areas to access the **Service Provider** installed Equipment.
4. **Normal Office Hours** shall mean the working hours on any working day of the **Service Provider** which shall be between 9.00 A.M to 6.00 P.M on Monday through Saturday.
5. **Service Activation Date** shall be the date when Service Provider installs and commissions Equipment at **ICSI** site.
6. **SNMP** – Simple Network Management Protocol
7. **NMS** – Network Management Software
8. **EMS** – Enterprise Management System

1. SCOPE OF THE AGREEMENT

1.1 Services to Be Provided

Service Provider shall provide service as below and in accordance with the specifications set forth in this agreement hereto at **ICSI** designated locations:

Provide management, maintenance, coordination and technical support services for the Information Technology Infrastructure (hardware/software system and application software), training/hand holding and data preparation including preventive maintenance benchmarking and generating reports

2. TERM

The term of this Agreement shall be Three (3) years subject to evaluation of the performance on yearly basis. In case on annual review, it is perceived by the Institute that the firm's previous year's performance is not satisfactory, it may terminate the contract with one month notice on the completion of the year of service. The Institute has to issue the termination notice within one month of the completion of the yearly maintenance otherwise the contract will automatically stand valid. This Agreement may be renewed for maximum Three (3) yearson yearly basis as per mutual understanding between the Service Provider and ICSI.

3. TERMINATION

The ICSI without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving one months' 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 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.

4. **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, surchargesetc.) 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.

5. **Payment of Taxes:-**

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.

6. **ICSI RESPONSIBILITIES**

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

5.1 Access: **ICSI** shall grant access at all times to Equipment, related sites, office areas and other facilities to Service Provider and its authorised representatives, subject to ICSI's reasonable security restrictions. **ICSI** shall arrange for permission for access to offices of third parties for purposes of carrying out the work to be performed by Service Provider under this Agreement.

ICSI shall give access to **Service Provider** or its authorised 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.

5.2 Installation: **ICSI's** personnel shall co-operate and support Service Provider's representatives, as required, for Equipment installation, problem diagnoses and isolation of faults.

5.3 Project Contacts: **ICSI** designates Senior 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.

5.4 Additional ICSI Responsibilities:

- a. Provide space for indoor equipment including networking equipment such as multiplexers, modems, spare and test Equipment;
- b. Provide for all necessary electricity and UPS systems of required rating for each site ;
- c. Furnish all facilities from ICSI equipment to be interconnected with the Network;
- d. Provide access to **Service Provider** personnel during working hours and any subsequent assignee to all **ICSI** Premises.

6. SCOPE OF WORK AND SERVICE PROVIDER RESPONSIBILITIES

6.1 Services

The service provider will depute Chief FMS Engineer at one central location who will be responsible for all operations with the help of other FMS engineers at Five (5) sites. The FMS Engineers will report their daily operations and will enable operations at the 4 Regional Offices & CCGRT including the Chapters under the jurisdiction of these ROs. One of the main jobs of the FMS Engineer will be to sustain the various modules provided to the 4 Regional Offices and CCGRT including the respective Chapters with pro-active efforts and involvement with the staff. It is to be ensured by the FMS Engineer located at the 4 Regional Offices and CCGRT that they submit a working report on the progress of computerization activities in the Regional Office, CCGRT and the chapters under its jurisdiction to the Chief FMS Engineer at the end of the day.

In case additional FMS engineers are required at new sites the firm should be able to align FMS engineers based on the rates quoted in the Financial bid.

6.2 Maintenance Service

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

The SNMP components and patch management on computers in the Institute will be done by Service Provider to enable the NMS to identify the computers and related software. Service Provider will do load balancing and fine-tuning of all equipment's. All software licenses as implemented in ICSI by Service Provider will be in the name of ICSI.

Service Provider will manage the onsite Helpdesk system 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.

The Software(s) including database(s) to be maintained on Co-located servers and all servers installed in the server room of the ICSI HQ, Lodi Roadoffice, 4 RO's, CCGRT and the A/A+ grade Chapters under the ROs (including any changes in future) is enclosed in **Annexure – 2 of** Service Level Agreement.

Service Provider will ensure Asset Management of the ICSI and its branches to provide up-to-date information to ICSI. For this purpose ICSI will provide one time all Asset details as well as keep on informing the subsequent changes in it. Updation/Configuration changes or movement of all branch location assets will be recorded in NMS / Helpdesk automatically/manually. The FMS Engineer should update the same in Helpdesk.

6.3 Corrective Maintenance

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

- 1) The faults if any reported to SERVICE PROVIDER will be checked initially through the NMS.
- 2) Replacement of any faulty unit on site to be undertaken by the Bidder who owns the warranty / AMC of the equipment. Service Provider will determine & designate the calls for the faulty equipment to the respective Bidder.
- 3) Reconfigurations of the system (as and when new updates of software version are released) by the Service Provider.
- 4) Re-configuration of the existing software and hardware systems to meet ICSI requirements whenever required.

Service Provider will log/forward the call to the respective Bidders and record the call number with all details (including Service Provider for the equipments supplied by Service Provider) and follow up for the same as per SLA with the respective Bidder. Service Provider will submit SLA violation report immediately on violation for the individual complaint. Service Provider will also submit a consolidated SLA violation report on every month end for all Bidders to impose penalties as defined in the respective SLA's. However the final decision to impose penalty remains with ICSI. For the equipment supplied by Service Provider, personnel should cater to the fault within 4 working hours. The fault should be resolved in 4 hours of recording the same. In case the equipment is to be replaced, the total time allowed will be 72 hours. Service Provider will ensure that network is up and running within 4 hours before taking any equipment for replacement. In case of default in any or all of the mentioned conditions, a penalty of Rs.500/- per day of part of the day will be levied on Service Provider.

6.4 Preventive Maintenance

Service Provider shall perform preventive maintenance for the Equipment in the ICSI site on the network and all components provided and implemented by Service Provider. The preventive maintenance includes normal checks on a periodical basis to

check the quality of the performance of the equipment. The preventive maintenance means external and internal cleaning of the equipment, benchmarking and generating reports pertaining to satisfactory through put in the network once in two months (within first three working days of the month) during the warranty period. Service Provider will also ensure that the preventive maintenance for all other computer hardware in the Institute not supplied by Service Provider is done by the respective Bidder responsible for warranty/maintenance service as per the related SLA terms and conditions. ICSI will provide all SLAs to Service Provider for this purpose. In case the respective Bidder does not provide preventive maintenance services as per the respective SLA with them, Service Provider will bring this to the notice of the ICSI immediately. In case of default of any or all of the mentioned conditions a penalty of Rs.500/- per day or part of day will be levied on Service Provider.

6.5 Spare Parts Support

The failed Equipment shall be replaced through the third party AMC/Warranty Service provider an exchange consisting of returning the failed unit and replacing an equivalent spare in good condition. These faulty units are sent back for repair to the service provider. FMS Service provider has to co-ordinate and manage the timely resolution.

6.6 Service Calls

Service Provider will configure the EMS/NMS such that the fault is communicated immediately to the concerned Bidder responsible for warranty/ maintenance service through SMS or / and E-mail. The software for all such calls will maintain a log. Service Provider will record necessary action taken till the closing of the call. In case of default in any complaint at the end of the concerned Bidder responsible for warranty / maintenance service, Service Provider will provide respective complaint detail along with the follow up detail to ICSI immediately within 24 hours from the default date. Monthly MIS of all such faults to the action taken closing date and time will also be provided by Service Provider on the first working day of the next month by 11:00 AM. In case of default in any/ or all of the above conditions, the penalty of Rs.500/- per day or part of the day of the delay will be levied on Service Provider. Service Provider will provide ONSITE helpdesk support to ICSI to cater to the requirements as per the scope of this agreement. Service Provider will depute its staff members (FMS Engineers) on all working days during normal working hours for this purpose at ICSI locations. The minimum skill sets required for these staff members should be qualification in Data Base Administration, System Administration on Microsoft Technologies and Oracle database administration. In case the DBA & System Administrator is not able to provide the expected support Service Provider will ensure that there are adequate back office supports provided to their employees. Deputed staff of Service Provider in ICSI must be authorised by communicating to ICSI in writing. The replacement / addition / removal of manpower deputed at ICSI will be with the prior approval of ICSI. Confidentiality of the data and information/records of the ICSI will be maintained by the deputed staff of Service Provider and in case of failure of maintaining the same, Service Provider will be fully responsible. Service Provider will be responsible for any act of omission or commission on the part of its employees.

6.7 Bandwidth Management

The ICSI has procured Internet bandwidth from various Agencies. Service Provider shall test the bandwidth on daily/weekly/quarterly basis and provide a report on the exact bandwidth provided by various ISP's. The report must be made available by the 5th of the next month on which it is due. In case of default a penalty of Rs 500/- per day or part of the day of default will be levied on Service Provider

Service Provider will ensure that proper log is maintained on the services provided by the ISP's to the ICSI. Service Provider will lodge the complaint to the ISP's help desk and inform the ICSI regarding the complaint number. Service Provider will provide all such complaint details along with the follow up details on case to case basis within 24 hours of the default by the concerned Agency as per the terms and conditions of the respective SLA. Further a monthly log of the disruption in services will be provided to the ICSI by the 3rd day of the next month e.g; for April 20019, the disruption log is to be provided by 3rd of May 20019. In case of default in any or all of the above conditions a penalty of Rs 500/- per day or part of the day of default will be levied on Service Provider.

6.8 General Management

Training/Handholding/Data Entry/Coordination/MIS to Head Quarter will be some of the daily activities of the FMS Engineers located at the Regional Offices & CCGRT to sustain the IT initiatives at the RO/CCGRT/Chapter level. The concerned FMS Engineer will have to move down to various chapters under the Regional Offices to ensure that operations at all the offices are running on the day to day basis. The chief FMS Engineer at the central site at Noida/Delhi will be responsible for data centre and all general operations for which the reports are enclosed in Annexure – 2.

6.9 Software License Audit Report:

Bidder has to do the Annual audit of the utilization of various Software/Tool in the Institute and submit a summary as well as machine/user wise detailed report on the same to highlight the licenses required for various software. This audit will be done for ICSI HQ, Delhi office, ICSI Noida office. The bidder has to submit this report to Directorate of IT every year in the month of December.

6.10 FMS Resource Joining/Replacement criteria

- All FMS engineers deputed at 4 RO's and CCGRT will join at Institute's Head Office i.e. Delhi NCR and 3 days handholding session will be arranged Jointly by the Institute and firm's Chief FMS Engineer and all cost (including lodging and boarding of the FMS engineers) will be borne by the bidder. Further any replacement of the FMS Engineers at ROs and CCGRT will follow the above mentioned process only. Only one FMS engineer's replacement in a year at all locations is allowed.
- Joining/Replacement criteria for Chief FMS Engineer. The new Chief FMS Engineer should be deputed at ICSI Noida Office to get KT (Knowledge Transfer) from existing FMS Engineer for 14 Working Days and all Cost (Including lodging and boarding of the FMS Engineer) will be borne by the bidder. Their Resumes should be provided and an interaction should be conducted at ICSI Noida Office before replacement. Only one FMS engineer's replacement in a year at all locations is allowed.

6.11 Training to ICSI Officials:

- Each FMS Engineer should conduct monthly IT training for ICSI officials at his/her site based on their office requirements.
- Firm's senior technical resource should conduct monthly technical session for Dte of IT's officials on the mutually agreed topic.

6.12 Working Schedule:

FMS Engineer at ICSI HQ New Delhi:

Office Hours: 9.00 A.M to 6.00 P.M (It may change)

Working days: Monday through Saturday

Data Center/Network monitoring: 24x7 online/offline

FMS Engineer 4 RO's and CCGRT:

Office Hours: 9.30A.M to 6.30 P.M (It may change)

Working days: Monday through Saturday

Data Center/Network monitoring: 24x7 online/offline

If the Engineers are advised to stay late till 9:00 P.M OR beyond on weekdays and attending office on holidays as per the requirement of the user directorates/Offices, the Institute may reimburse conveyance amount by auto in actual from Office to Home and having the claim from the engineers duly verified by the respective Office in charge.

If the Engineers are advised to visit outside data centre OR programme site as per the requirement of the directorates/Offices, the institute may reimburse conveyance amount by auto in actual on having the claim from the engineers duly verified by the respective Office in charge.

7. 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.

8. INDEPENDENT CONTRACTOR OR SUBCONTRACTOR

The relationship of Service Provider to ICSI under this Agreement shall be that of an independent contractor. The acts/performance and actions taken by either party in furtherance of their respective activities of operation shall not bind the other except to the extent provided under 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.

9. ADDITIONAL CONDITIONS

9.1 Governmental Approvals: **Service Provider** will obtain all necessary licenses and approvals, including those of local, state, and central governments for the successful implementation of all equipment.

The Parties shall co-operate to facilitate the obtainment of any necessary governmental licenses and approvals.

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

9.3 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.

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

9.5 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.

9.6 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
- (3) The Work Order
- (4) The Offer/Tender/RFP

- 9.6 All the terms and conditions mentioned in RFP and Work Order will by default form a part of this Service Level Agreement (SLA).

10. ARBITRATION

In case of any dispute, difference, claims and demands arising in relation or connection or pursuant or touching to the meaning, operation, effect or interpretation of this agreement the authorised official of the ICSI and the Service Provider will address the disputes/differences for mutual resolution and failing which the matter shall be referred to the sole arbitration of the Competent Authority 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 decision / award of the arbitrator shall be final and binding.

11. CONFIDENTIAL INFORMATION

a. During the term of this Agreement and thereafter, any disclosing party's Confidential Information received by the receiving party, under and by virtue of this Agreement, shall be maintained in the strictest confidence and trust and shall not be disclosed to a third party without the prior written consent of the disclosing party, unless such information is required to be disclosed in pursuance of the order of a competent court, tribunal or other regulatory authority exercising valid jurisdiction, in which case the party required to make the disclosure shall promptly notify the other Party 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. 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.

c. Any software / hardware material, product specifications, financial information, documents covered under this agreement shall be 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. Such confidential information shall be 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. An undertaking letter (NDA) must be provided by service provider for Confidentiality of the data and information/records of the ICSI.

12. 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 losses, 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.

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

13. JURISDICTION:

All disputes arising out of at any time relating to this agreement shall be deemed to have arisen in New Delhi and only courts having jurisdiction of Courts in Delhi shall determine the same.

14. SEVERABILITY

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

15. WAIVER

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

16. 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 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.

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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. Governing Law

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

26. Other Terms & References:

- The authority to take final decision on any day to day service related issue, which is not resolved between the Project Managers, shall be the Steering Committee. Steering Committee will comprise of the Head of both the parties.
- All communications to the employees or third party agencies would be through designated channels as directed to by the Institute.

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

FOR SERVICE PROVIDER

FOR ICSI

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

NAME:

NAME:

DESIGNATION:

DESIGNATION:

DATE:

DATE:

In presence of

In presence of

- 1.
- 2.

- 1.
- 2.

Annexure – 2 of Service Level Agreement

SYSTEM AND SOFTWARE MAINTENANCE REQUIREMNT UNDER SERVICE LEVEL AGREEMENT

The Data Centres (DC) are available at ICSI, 22 Institutional Area, Lodhi Road, New Delhi – 110 003 and C-37, Institutional Area, Sector – 62 , Noida – 201309 The seat of the Chief FMS Engineer will be at ICSI, HQ, Lodi Road offices as mentioned. There are four (4) Regional Offices and CCGRT located as below, where the seat of the FMS Engineer will be provided. The Institute also has various offices in around 68 locations where support is to be provided by the team of FMS Engineers remotely during critical recovery / crash.

Locations of Regional Offices

NIRC of the ICSI
4, Institutional Area, Prasad Nagar
New Delhi – 110005

EIRC of the ICSI
ICSI-EIRC Building, 3-A, Ahiripukur, 1st Lane,
Kolkata – 700019

SIRC of the ICSI
'ICSI-SIRC House', No. 9. Wheat Crofts Road,
Nungambakkam,
Chennai – 600034

WIRC of the ICSI
13, Jolly Maker Chambers,
No. 2 (First Floor), Nariman Point,
Mumbai – 400021

CCGRT of the ICSI
Plot No.101, Sector-15, Institutional Area,
Opp. Total Car Mall (TCM),
CBD Belapur, Navi Mumbai – 400614

All the following mentioned software along with utilities & modules are to be installed, reinstalled, configured and reconfigured. The Network has to be planned and implemented to cater to security aspect and must be user centric. A comprehensive document is to be prepared by the system integrator defining the implementation of security and system policies as per the details given below:

The service provider will be required to provide service on following Systems:

Table 1 –Systems and Software to be maintained and supported by service provider

S. No.	Service Delivery Areas	Software Platform and Current Version	Scope of Services
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S. No.	Service Delivery Areas	Software Platform and Current Version	Scope of Services
1.	Desktop Operating Systems		<ul style="list-style-type: none"> a. Installation b. Administration c. Troubleshooting d. Technical Support e. End User Support f. Backup & Restoration g. Change Management h. Monitoring and Centralised Management i. Documentation j. Bidder Escalation and Follow up
2.	Desktop Applications		<ul style="list-style-type: none"> a. Installation b. Administration c. Troubleshooting d. Technical Support e. End User Support f. Backup & Restoration g. Change Management h. Monitoring and Centralised Management i. Documentation j. Bidder Escalation and Follow up

S. No.	Service Delivery Areas	Software Platform and Current Version	Scope of Services
3.	Server Operating System		<ul style="list-style-type: none"> a. Installation b. Administration c. Troubleshooting d. Technical Support e. End User Support f. Backup & Restoration g. Change Management h. Monitoring and Centralised Management i. Documentation
4.	Database Servers		<ul style="list-style-type: none"> j. Bidder Escalation and Follow up a. Installation b. Administration c. Troubleshooting d. Technical Support e. End User Support f. Backup & Restoration g. Change Management h. Monitoring and Centralised Management i. Documentation j. Bidder Escalation and Follow up k. Database safe Backup

S. No.	Service Delivery Areas	Software Platform and Current Version	Scope of Services
5.	Web Servers (Internal as well as public servers)		<ul style="list-style-type: none"> a. Installation b. Administration c. Troubleshooting d. Technical Support e. End User Support f. Backup & Restoration g. Change Management h. Monitoring and Centralised Management i. Documentation j. Bidder Escalation and Follow up
6.	E-Mail Servers (MS Exchange & Mdaemon)		<ul style="list-style-type: none"> a. Installation b. Administration c. Troubleshooting d. Technical Support e. End User Support f. Backup & Restoration g. Change Management h. Monitoring and Centralised Management i. Documentation j. Bidder Escalation and Follow up

S. No.	Service Delivery Areas	Software Platform and Current Version	Scope of Services
7.	Helpdesk Management System		<ul style="list-style-type: none"> a. Installation b. Administration c. Troubleshooting d. Technical Support e. End User Support f. Backup & Restoration g. Change Management h. Monitoring and Centralised Management i. Documentation j. Bidder Escalation and Follow up
8.	Network Management System		<ul style="list-style-type: none"> a. Installation b. Administration c. Troubleshooting d. Technical Support e. End User Support f. Backup & Restoration g. Change Management h. Monitoring and Centralised Management i. Documentation j. Bidder Escalation and Follow up

S. No.	Service Delivery Areas	Software Platform and Current Version	Scope of Services
9.	Network Equipment (including switches, routers, modems, multiplexers, RF equipment, Firewalls and so on)		<ul style="list-style-type: none"> a. Installation b. Administration c. Troubleshooting d. Technical Support e. Backup & Restoration f Change Management g. Monitoring and Centralised Management h. Documentation
10.	Uninterrupted Power Supply System		<ul style="list-style-type: none"> i. Bidder Escalation and Follow up a. Monitoring b. Bidder Escalation and Follow up
11.	Server Room / Patch Room Air conditioning Systems		<ul style="list-style-type: none"> a. Monitoring b. Bidder Escalation and Follow up c. Escalation to Administration
12.	Wide Area Network and voice over IP		<ul style="list-style-type: none"> a. b. Bidder Escalation and Follow up <p style="text-align: right;">Monitoring</p>
13.	Local Area Network		<ul style="list-style-type: none"> a. Administration b. Troubleshooting c. Technical Support d. End User Support e. Backup & Restoration

S. No.	Service Delivery Areas	Software Platform and Current Version	Scope of Services
			f. Change Management g. Monitoring and Centralised Management h. Documentation i. Bidder Escalation and Follow up

S. No.	Service Delivery Areas	Software Platform and Current Version	Scope of Services
14.	Data Backup & Restoration		<ul style="list-style-type: none"> a. Implement ICSI Data backup policy b. Data backup software management (Installation, Administration, Troubleshooting, Change Management) c. Initiate data backups as per ICSI data backup policy d. Monitor data backup, restore and media integrity check jobs e. Media Management (includes labelling, rotation and storage of backup media) f. Restore data on request
15.	Disaster Recovery		<ul style="list-style-type: none"> a. Create and update complete system restore procedures for all servers b. Participate in ICSI Disaster Recovery Drills for recovering IT Systems c. Demonstrate system restore procedures for all systems at least once a year
16.	System and Network Security		<ul style="list-style-type: none"> a. Comply with ICSI security policy b. Implement ICSI security policies and guidelines c. Proactively advise ICSI DIT on IT security issues.
17.	Sharepoint Servers		<ul style="list-style-type: none"> a. Installation b. Administration

S. No.	Service Delivery Areas	Software Platform and Current Version	Scope of Services
18.	OCS Servers		<ul style="list-style-type: none"> c. Troubleshooting d. Technical Support e. End User Support f. Restoration g. Change Management h. Monitoring and Centralised Management i. Documentation j. Bidder Escalation and Follow up
19.	Biztalk Servers		<ul style="list-style-type: none"> a. Installation b. Administration c. Troubleshooting d. Technical Support e. End User Support f. Restoration g. Change Management h. Monitoring and Centralised Management i. Documentation j. Bidder Escalation and Follow up

S. No.	Service Delivery Areas	Software Platform and Current Version	Scope of Services
20.	Linux based Oracle Apps (ERP) Servers		<ul style="list-style-type: none"> c. Troubleshooting d. Technical Support e. End User Support f. Restoration g. Change Management h. Monitoring and Centralised Management i. Documentation j. Bidder Escalation and Follow up a. Installation b. Administration c. Troubleshooting d. Technical Support e. End User Support f. Restoration g. Change Management h. Monitoring and Centralised Management i. Documentation j. Bidder Escalation and Follow up

Tentative activities/expectations from FMS Engineer are mentioned below:

- Should have knowledge of Oracle Apps EBS 12.0.6 as a user, Opening of forms and running/viewing reports in Oracle Apps EBS 12.0.6
- Should maintain the version of Internet Explorer, Adobe PDF, Java 6 and Adobe reader 9 in each system.
- Should be Capable of analyzing the issue severity and browse knowledge available in KMS, Helpdesk before forwarding the issue to IT officials
- Should Lodge all issues in Helpdesk and making the users aware of the same.
- Should proactively monitor the Network at respective ICSI offices. If there is any issue, then immediately log in a call with respective Network Bidder and intimate the same to the IT department.
- Should adhere to office timings and if required provide support to ICSI Officials after officer hours
- Should have excellent knowledge on Desktops, Servers, routers, switches and Network cabling.
- Should have knowledge of third party tools installation, configuration and troubleshooting.
- Should provide daily MIS of all activities.
- Should have knowledge on COSMIC portal (like IT knowledge Management, File Management etc.) of the Institute. He should train the end users on the use of this portal such that most of the issues will get resolved by the manuals/documents kept in COSMIC portal.
- Should do important data backup, if required on daily basis from the important End User's machines such that in case of any system crash, he is able to recover the lost data. He should have awareness of the Policies (like security, Applications, Database, Assets etc.) of the ICSI and strongly follow the same.
- Should identify exact problem behind the issues reported to him.
- Should take brief understanding of the issue from the users and help him to log in a request on <https://helpdesk:8080i.e.Helpdesk> with a summary of the issue with required screenshots which may also be send through e-mail to IT officials for resolution.
- Should arrange a session **on Team Viewer for instant review** after logging request on Helpdesk.
- Should coordinate with the offices of the Institute and provide the updated daily MIS on Receipt Accounting data.
- Should ensure the installation of local application of the Institute like receipt accounting system, bulk email and bulk SMS etc. as per the requirements.
- Should have knowledge of SQL Server especially backup and restoration process, execution of SQL scripts, monitoring services, startup/stop SQL services etc.

In case changes in the software version wherein equipment or software is upgraded to a higher version in the same software category and class without any platform changes, service provider is required to upgrade the support team's skill set to ensure efficient service delivery.

However in case of platform changes, ICSI will take the service provider into confidence and ensure that adequate training is arranged for the onsite support team along with ICSI IT team by the system/software supplier to ensure uninterrupted service delivery. ICSI will involve service provider's onsite support team for training, orientation and implementation of all new software applications, management tools and operating systems.

Examples of Platform Change OR Version change (Please note that the examples list is only indicative of the type of changes that will constitute a platform change OR Version Change and is not an exhaustive list):

1. E-Mail: Migration from existing e-mail platform to higher version e.g Migration of Microsoft Exchange 5.5 to Microsoft Exchange 2000 or 2003 or 2007 or higher version.
2. Server Operating System: Migration of Server Operating System from Microsoft Windows 2000 to Microsoft Windows 2003 or 2007 or higher version; migration of existing Linux OS to higher version.

Service Delivery Mechanism

The IT facilities management service provider shall implement an online automated ITIL (IT Infrastructure Library) compliant helpdesk management system.

All IT services shall be requested by logging a Troubleshooting / support request or Change Request or New Equipment requests in the helpdesk system. The service provider and his team shall be responsible for delivering services as per the requests logged in the helpdesk system.

All the requests on the helpdesk system shall be responded to and resolved as per priority. The following table enlists the type of request that can be logged on the helpdesk system and criteria for prioritisation along with response and resolution times.

Table 2 - IT service Request types along with priority

S. No.	Priority	Type of Request
1	P1 – Critical	Troubleshooting / Technical Support Requests
2	P2 – Urgent	
3	P3 – Normal	
4	P4 – Low	
5	C1 – Critical	Change Requests
6	C2 – Urgent	
7	C3 – Normal	
8	NE – Urgent	New Equipment Requests
9	NE – Normal	
10	SR	Special Requests

Table 3 - Trouble shooting / Technical Support Requests

Priority	Definition/Examples	Mean Time to Respond	Mean Time to Resolve
P1-Critical	<p>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.</p> <p>This type of problem requires that ITG personnel cease work on other activities and focus on providing a resolution.</p> <p>Examples of Urgent problems are, but not limited to: Production Server problems, network problems impacting entire company or significant number of users</p>	30 minutes	2 Hours*

Priority	Definition/Examples	Mean Time to Respond	Mean Time to Resolve
P2-Urgent	Problem affecting business critical application and production systems, problem is time sensitive and/or reoccurring problem, interim work-around solution is available. The demarcation between “Urgent” and “High” is the availability of a work-around. The examples of High problems parallel the Urgent problems.	1 Hours	4 Hours*
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.	2 Hours	8 Hours*
P4-Low	Problems affecting documentation, process, procedures, test systems not required to be online immediately	4 Hours	2 Working Days

Table 4 - Priority definition for change requests

Priority	Definition	Mean Time to Respond	Mean Time to Resolve
C1-Critical	Changes affecting business critical application, change is time sensitive and is needed to resolve in a production server, critical application or end-user’s issue with no work-around available.	30 minutes	Within same working day
C2-Urgent	Changes affecting business critical application, change is time sensitive and is needed to resolve in a production server, critical application or end-user’s issue. Workaround to be implemented immediately.	2 Hours	Within 2 working days
C3-Normal	Changes affecting users ability to perform normal operations, inhibits productivity but there is a work around available, problem is not time sensitive and does not affect services to clients	4 Hours	Five working days

Service Delivery Team

Service provider shall depute competent resources capable of handling ICSI IT infrastructure at the mentioned offices. The resources deployed onsite should preferably be MCSE, CCNA. The onsite resource shall be supported by experts from various domains in case the onsite resource is not able to resolve the problem. However, any custom and/or in-house developed applications shall be supported by the ICSI software development team or through software services provider to whom such work may have been outsourced by ICSI. The service provider shall submit details of experts supporting the onsite resource in following format:

S. No.	Service Delivery Areas	Details of Offsite Expert from Service Providers Team and ICSI IT Team for Level 1 and Level 2 Support
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	Name	Phone No.	E-Mail Address	Company Name
1.	Desktop Operating Systems			
2.	Desktop Applications			
3.	Server Operating System (MS, Linux)			
4.	Database Servers (SQL, Oracle)			
5.	Web Servers (Internal as well as public servers)			
6.	E-Mail Servers			
7.	Helpdesk Management System			
8.	Network Management System			
9.	Network Equipment (including switches, routers, modems, multiplexers, RF equipment and so on)			
10.	Wide Area Network			
11.	Local Area Network			
12.	Data Backup			
13.	Disaster Recovery			
14.	System and Network Security			
15.	Sharepoint Servers			
16.	OCS servers			
17.	Biz Talk Servers			
18.	Linux based Oracle Apps (ERP) Servers			

Note: In case of multiple service providers the names of multiple persons may be included in the table. For in-house/custom applications the service provider will be software developers.

Daily MIS Report Format

The Chief /FMS engineer will be required to do some daily activities as listed out in the following table format and submit the requisite information through a daily MIS report to Senior Director of Information Technology.

S.No	Activity	Dated ----- -----
1	Internet	(Sample value Ok) -----
2	WAN Connectivity	(Sample value 87 MS) -----
3	Backup**	----- -----
	Backup Exception(Month)	----- -----
4	Server Event	(Sample value Ok) -----
	Server Exception	(Sample value Ok) -----
5	Opmanager	(Sample value Ok) -----
6	Helpdesk	(Sample values - (T-0,ICSI-0,OA-0,M-0,EI- 0,Sify-0,TM-0, F1-0,EMW- 0,Hold-0)

7

Email -----

ICSI->Gmail ----- min

Gmail-> ICSI -----Min

ICSI- > Gmail (A) -----min

Gmail -> ICSI(A) ----- Min

8

AC Exception *** (Sample value Ok)

(Sample values - 60
Compliant out of 68 till 10:05
AM)

9

Anti Virus -----

10

APC Status / Battery -----

Status ** (sample value Ok)

Backup Exception **
Internet Exception

**(Sample Value - Server room
A/C's Working OK Temp 17.9
c)**

Server AC Report ***

Status of Smart-UPS RT 5000 XL **

Utility power status / Input Voltage -----
(Sample value - 236.1 VAC)

Output power status

**Output Voltage: -----(Sample
value – 230.4 VAC)**

**Output Frequency: -----(Sample
Value - 49.53 Hz)**

**Load Power: -----(sample
Value - 014.0 Watts)**

Battery status

**Battery Capacity: ----- (Sample value - 100.0
%)**

**Battery Voltage: ----- (Sample Value - 218.1
VDC)**

Self-Test Result: ----- (Sample value - Passed)

Cleaning of server room
Cleaning of UPS room

(Weekly)

----- (Sample value DONE)

		Status
AdventnetServicedesk plus		----- (Sample value - Installed & OK)
Patch Easy		----- (Sample Value - Installed & OK)
SMS server		----- (Sample Value - Working OK. Checked with test SMS.)
ICSI Site opening time		----- (Sample Value - below 10 sec)
Nos. of Currently Updated PCs till date		----- (Sample Value - 64 machine updated out of 68)

Major task done		
DNR 10 Mail status		
Nos. of mails	----- (Sample Value – 0)	----- (Sample Value – Cleared)

Mailserver Status

Bad Q	----- (Sample Value – 0)	
Remote Q	----- (Sample Value – 0)	

There are few more daily MIS reports also regarding implementation of COSMIC activities in RO/Chapters, which may be explained to the Chief FMS engineer and other engineers.

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 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** – Monitoring and Centralized Management services means that wherever such facilities are available e.g. for network monitoring, desktop management and other systems, the onsite team will make use of such facility and will also be involved in management and configuration of centralized management systems such as What's up Gold, Cisco Works and so on.
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. Maintaining of IT System Audit suggested Records/Reports/Policies.

10. **Bidder Escalation and Follow up** – Bidder Escalation and follow up includes logging a service request/trouble ticket from the Bidder, take a tracking no. from the Bidder for each request, keep a log of all requests with Bidder along with date and time stamp and follow up with Bidder till the closure of service request.

Annexure -3

S.No.	Proficiency Criteria	Maximum Marks	Marks Distribution Criteria	Bidders response with details and proof wherever necessary
1	No. of years in existence as on the issue date of the tender	10	<ul style="list-style-type: none"> • 10 or More than 10 years = 10 marks • 7 or More than 7 years = 7 marks • 5 or More than 5 years = 5 marks • 2 or More than 2 years =3 marks 	
2	Number of ongoing FMS Contracts	10	<ul style="list-style-type: none"> • 9 or More than 9 = 10 marks • 7 or More than 7 = 7 marks • 5 or More than 5 =5 marks 	
3	Number of FMS Service contracts executed in past 5 years	10	<ul style="list-style-type: none"> • 10 or More than 10 = 10 marks • 7 or More than 7 = 7 marks • 5 or More than 5 = 5 marks 	
4	Number of ITIL/CCNA/CCNP qualified professionals FMS Engineers on payroll of the company.	10	<ul style="list-style-type: none"> • 10 or More than 10 = 10 marks • 8 or More than 8 = 7 marks • 5 or More than 5 = 5 marks 	
5	Quality of Service (Customer Feedback /	10	Will be given by the ICSI Technical Evaluation team.	

	at least 2 Client of the vendor). Please provide details of relevant customers for the last two years with their contact details and performance certificate issued from the customer if any			
6	Turnover of the Company for the immediate previous financial year (Rs)	10	<ul style="list-style-type: none"> • More than 10 crores = 10 marks • More than 8 crores = 7 marks • More than 6 Crores = 5 marks • 4 crores or More than 4 crores = 2 marks 	
7	Paid up Capital of the Company (Rs) for the current year:	5	<ul style="list-style-type: none"> • More than 3 crores = 5 marks • More than 2 crores = 4 marks • More than 1 Crore = 3 marks • More than 50 Lacs = 2 marks • 50 Lacs or less = 1 mark 	

8	Presentation on understanding of scope of work, Asset Management Software tool, Proactive approach for smooth functioning. Quality assurance of the deliverables	25	Will be given by the ICSI Technical Evaluation team after the Presentation.	
9	Technical Resource FMS Engineers	10	<ul style="list-style-type: none"> • 30 or More than 30 = 10 marks • 20 or More than 20 = 8 marks • 10 or More than 10 =4 marks 	

Date:

**Name and Signature of Bidder
with Corporate Seal**
