



**THE INSTITUTE OF
Company Secretaries of India**

भारतीय कम्पनी सचिव संस्थान

IN PURSUIT OF PROFESSIONAL EXCELLENCE

Statutory body under an Act of Parliament

(Under the jurisdiction of Ministry of Corporate Affairs)

ICSI HQ: ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003

ICSI NOIDA OFFICE: ICSI House, C-36, SECTOR-62, NOIDA-201309 (UP)

ICSI/IT/AP/2023/71

February 24, 2023

Sub: Tender for Procurement of Anti-Plagiarism Software.

Important Date & Information		
1	Tender Publish Date	February 24, 2023
2	Cost of Tender	Rs.236/- (Rs.200/- + Rs.36/- for 18% GST) (Rupees Two Hundred Thirty-Six Only)
3	Earnest Money Deposit	Rs.24,000/- (Rupees Twenty-Four Thousand only)
4	Last date and time for Sending Pre-Bid Queries in writing	All queries must be sent at email ID, arti.shailendar@icsi.edu by 2:00 PM till March 3, 2023
	Replies of Pre-Bid queries	If any, will be uploaded on the following website/portal by March 6, 2023 by 5:00 PM on website of the Institute (www.icsi.edu) and/or Central Public Procurement Portal (CPPP) (https://eprocure.gov.in/epublish/app)
	Last Date and Time for Submission of Bids	March 14, 2023 by 2:00 PM
	Address for submission of Bids	The Institute of Company Secretaries of India, ICSI House, C – 36, (Ground Floor Reception: Tender Box of Dte. of Purchase) Sector – 62, Noida – 201309.
6	Bid Validity	270 days from the date of submission of bids
7	Date, time & venue of opening of Technical Bids.	March 14, 2023 , at 3:00 PM or any other date and time as notified later. The Institute of Company Secretaries of India, ICSI House, C – 36, Sector – 62, Noida – 201309 or any other location as notified later.
10	Date and time of opening of commercial bids.	To be intimated at a later stage, only to technically qualified bidders.
11	Contact details	Dr. Prasant Sarangi, Director, Directorate of Printing & Publication, ICSI. Tel. No.:0120-4082185 Email Id: prasant.sarangi@icsi.edu
12	Institute Website	www.icsi.edu

(*) The pre-bid meeting may be held through physical / electronic mode (if requested by prospective bidders through e-mail). Date, time and mode of Pre-Bid meeting (through physical / electronic mode) will be informed through the e-mail ids those who request for the same and also be notified on the ICSI's website (www.icsi.edu) and/or Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/epublish/app>)

Statement of Confidentiality

The information contained in this tender Document or subsequently provided to Bidder(s) whether verbally or in documentary form by or on behalf of Institute of Company Secretaries of India (hereinafter "ICSI" / "Institute") or by any of their employees or advisors, shall be subject to the terms and conditions set out in this 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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February 24, 2023

Sub: Tender for Procurement of Anti-Plagiarism Software.

Tender Document

A. About ICSI:

The Institute of Company Secretaries of India (ICSI) is a statutory body constituted under an Act of Parliament i.e. the Company Secretaries Act, 1980 (herein after referred as ICSI / Institute). ICSI is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India and having its head office at 22, Institutional Area, Lodi Road, New Delhi-110003. The Institute has two other offices at ICSI-House, C-36 & C-37, Sector – 62, Noida. ICSI is the only recognized professional body in India to develop and regulate the profession of Company Secretaries in India.

Sealed tenders are invited from reputed firms for providing of **Anti-Plagiarism Software to ICSI** 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:

B. DEFINITIONS

- i) The "ICSI" means THE INSTITUTE OF COMPANY SECRETARIES OF INDIA, New Delhi.
- ii) The "Contract" means supplying, installation and providing support of **Anti-Plagiarism Software** to ICSI 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 providing Software and applies in response to this notice inviting tender.
- iv) "Vendor" means the successful bidder who is engaged by ICSI for supplying, installation and providing support of **Anti-Plagiarism Software** through this tender process by entering into the contract with the ICSI.
- v) "Party" means ICSI or Vendor individually and "Parties" shall mean ICSI and Vendor collectively.
- vi) "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.

PART 'A'

I. Instruction to Bidders

- (1) The tender document can be downloaded from **February 24, 2023 to March 14, 2023** (till 01:00 PM) from the website of the Institute (www.icsi.edu) or Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/epublish/app>) for which Bidder would be required to enclose a demand draft of **Rs.236/- (Rs.200/- + Rs.36/- for 18% GST) (Rupees Two Hundred Thirty Six Only)** (non-refundable) from any of the scheduled bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi. The bidder can also make online payment of **Rs.236/- (Rs.200/- + Rs.36/- for 18% GST) (Rupees Two Hundred Thirty Six Only)** by using following online link: "<https://apps.icsi.edu/TenderApp/>" and enclose the receipt of online payment generated by the system towards the cost of the tender document with the bid. The bidder who fails to submit the cost of the tender document with the bid, their bid shall not be considered for evaluation and no further communication shall be entertained in this regard. If any discrepancies found in the downloaded version of the tender document, the latest version of the tender document published by the ICSI through website notification at **Institute's website: www.icsi.edu/tenders or Central Public Procurement Portal (CPPP): <https://eprocure.gov.in/epublish/app>** will be treated as authentic and correct.

All bidders having registration with NSIC/MSME may take exemption from submission of requisite fee towards the cost of Tender, however, they must submit copy of valid NSIC/MSME certificate in envelope No. 1 instead of tender fee.

(2) Earnest Money Deposit (EMD)

- i. Every bidder has to make a deposit of Earnest Money (EMD) of **Rs. 24,000/- (Rupees Twenty Four Thousand only)** in the form of Demand Draft from any of the scheduled bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi. The bidder can also make online payment of the EMD using following online link: "<https://apps.icsi.edu/TenderApp/>" and enclose the receipt of online payment generated by the system 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/vendor opts to convert the EMD to be part of the performance security, balance amount towards the performance security is to be submitted by the selected bidder / vendor with the ICSI in the form of bank guarantee from scheduled bank immediately within seven (07) days of issue of work order but before execution of the agreement. The EMD of the unsuccessful bidders will be refunded without any interest/Bank commission/collection charges within 30 days after award of the contract / work order to the successful bidder. The balance of the performance security amount can also be submitted through demand draft issued from any of the scheduled bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi.

(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).

(3) 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 or delays in accepting the Purchase / Work Order;
- iii. the selected bidder fails to supply goods / services as per the terms of the Tender and Purchase / Work Order.

(4) 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. ICSI shall reserve its discretion to decide on authenticity/ validity of the over-writing without prejudice to its any other right. **Each page of the Tender document with all annexures (including blank price bid format) must be signed, stamped and submitted with the Tender by bidder.**

(5) **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 (Annexure B), Form III (Annexure C), and Annexure E along with all requisite documents is to be put in **envelope No. 2** (please mark the envelope as "**No. 2 – Technical Bid**"), (iii) Part 'C' (Annexure D) only 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.

(6) The bidders must mention the price details in the prescribed format of price bid which is to be put in the sealed envelope as instructed at Sr. No. 5 above. The bidders should ensure that price details are not mentioned anywhere, except the prescribed price bid format. In case, during the evaluation it is found that the bidder has mentioned the price details anywhere, other than the prescribed price bid; the bid submitted by such bidder shall be out rightly rejected.

(7) The sealed tender envelope duly super scribed, "**Tender for Procurement of Anti-Plagiarism Software due on March, 2023**" must be addressed to **Secretary, ICSI** and be sent at the Institute's address given below either by registered post/speed post/courier or by dropping in the tender box placed at Ground floor of Institute's Noida office address as mentioned below & should reach on or before **2.00 PM on March 14, 2023.**

Address:

The Secretary

The Institute of Company Secretaries of India

ICSI House, C-36, **(Ground Floor: Tender Box of Dte. of Purchase)**

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.

Note: The technical bid soft copy, in addition to the hard copy of the bid (complete in all respect) is also to be submitted by the bidders through downloadable link and such download link is to be shared on the following email id: rajeev.mishra@icsi.edu. Financial bid (soft copy) is not to be submitted by email till further notification.

- (8) The **Technical Bid shall be opened on March 14, 2023 at 3:00 PM** in the Institute of Company Secretaries of India at ICSI House, C-36, Sector-62 Noida 201309 or any other date, time or place as notified later in the presence of those bidder(s), who wish to be present. Due to any exigency, ICSI may decide to open the bids on electronic mode. Mode, Date & time of opening of bids will be informed through the e-mail id those who requests for the same and also be notified on the on ICSI's website (www.icsi.edu). No separate communication will be sent in this regard through any other mode of communication. **In the event of due date being a closed holiday or declared Holiday for ICSI-HQ / Central Government offices, or any other exigency, the due date and time for opening of the bids can be changed on the sole discretion of ICSI which will be notified only at the ICSI website (tender page).**
- (9) 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 eligible to participate in any tender of the Institute. Any offer received from the bidder without GST registration details will be summarily rejected.
- (10) ICSI prefers to deal with OEM. However, if for any reason OEM is not able/allowed to participate in the tender, the bid can be submitted through its authorised channel partners/authorized Resellers. If the bidder is an authorised channel partner/reseller, then it must submit authorization certificate from the OEM along with the technical bid. If the bidder is authorized channel partner or reseller, the bidders must provide a certificate that the License of Software will be in the name of the Institute from the OEM. This certificate is to be submitted by the bidder with the technical bid.
- (11) **Genuine Software**
The vendor will ensure it supplies, install and provide support only the software for the purposes as envisaged under this tender is genuine with original product key/ certificate. It must not be copied from any source and/or not a pirated version of any nature.
- (12) ICSI shall have the right to assess the competencies and capabilities of the bidder by going through the credentials given in the Technical Bid and on the basis of such credentials, ICSI may reject the candidature of the bidder without assigning any reason. In such case(s) the Financial Bid shall not be opened for that particular bidder. The Financial Bid of only those bidders who qualify in the technical scrutiny shall be opened and time and date for opening the Financial Bid shall be communicated separately.

- (13) ICSI may call for any additional documents, from the participating bidders during the technical evaluation process to establish their eligibility. ICSI may also call for further technical clarification on the proposals submitted by the bidders.
- (14) The bidders will arrange for technical presentation before the appropriate committee for understanding Institutes' requirement and effectiveness of proposed product/service in commensuration with Institutes' requirement.
- (15) The bidders has to submit a detailed proposal on the modalities of the supply of licenses i.e. whether cloud based or to be installed at institute premises, restriction in number of documents/pages/words.
- (16) ICSI reserves the right to negotiate the rate with the bidder and also may call for revised financial proposal as per modalities as approved by the Competent Authority of ICSI.
- (17) ICSI reserves the right of accepting the bid in whole or in part without assigning any reason and such decision shall be final. The part acceptance of the bid shall not violate the terms and conditions of the tender documents and the bidder shall execute the work at the specified rates without any extra charges or compensation within the stipulated period.
- (18) ICSI reserves the right to award the contract in whole or in part to any single vendor or multiple vendors without assigning any reason and thereby incurring any liability to ICSI and such decision shall be final. The bidder shall execute the awarded work at the specified rates without any extra charges or compensation within the stipulated period.
- (19) ICSI reserves the right to award any other similar contract or enter into an agreement for availing similar service with any other vendor at any price without prior intimation to the vendor without assigning any reason and thereby incurring any liability to ICSI and such decision shall be final.
- (20) Incomplete bids shall be rejected outrightly. No alterations, amendments or modifications shall be made by the Bidder in the Tender documents and if any such alterations are made or any special conditions attached, the bid shall be liable to be rejected at the discretion of the ICSI without reference to the bidder. Tempering with any format given may be liable for rejection / disqualification of the bids. Correction and overwriting anywhere in the tender document should be avoided. Every correction and overwriting must be authenticated with full signature of the bidder, otherwise the tender is liable to be rejected. Decision of ICSI on such corrections, overwriting, authentications shall be final and binding on the concerned bidder. Please note that all the information as desired needs to be provided. Incomplete information may lead to rejection of Bid.
- (21) Each Bidder acknowledges and accepts that ICSI may in its absolute discretion apply selection criteria specified in the tender document for evaluation of proposals for short listing / selecting the eligible vendor(s). All Bidders on responding to ICSI for this tender will be deemed to have accepted the terms of this tender document. Non acceptance of any of the terms & conditions as stated in Tender document and non-submission of the stipulated Earnest Money Deposit (EMD) shall render the Bid invalid.

- (22) The Bidder who was awarded any contract in the past by the Institute but terminated during the contract period due to unsatisfactory performance will not be eligible /considered to participate in this tender. Also, a bidder who was awarded any contract earlier but refused to continue the contract/refused to sign the agreement as given by the Institute will not be eligible to participate in this tender.
- (23) The acceptance of TENDER shall rest with the ICSI. ICSI does not bind itself to accept the lowest bidder and reserves to itself the right to reject any or all the bids received without assigning any reason(s) whatsoever and any notice to Bidder. Non acceptance of any bid shall not make the ICSI liable for compensation or damages of any kind. ICSI further reserves the right to accept a bid other than the lowest or to annul the entire bidding process with or without notice or reasons. Such decisions by ICSI shall be final and bear no liability whatsoever consequent upon such decisions.
- (24) The ICSI may at any time during the bidding process but before opening the technical bid request the Bidders to submit revised Technical Bids, Financial Bids and/or Supplementary Bids, in case of change in Scope of Work, without thereby incurring any liability to the affected Bidder or Bidders.
- (25) In order to afford prospective Bidders a reasonable time to take the amendment into account in preparing their bids, ICSI, at its discretion, may extend the deadline for the submission of bids suitably.
- (26) The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.
- (27) The bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged between the Bidder and the ICSI shall be in English.
- (28) In the interest of the Institute, ICSI at its discretion may include or exclude any bidder who has served/worked for the ICSI by executing any similar contract through tender/TENDER in recent past. Such inclusion or exclusion of bidder shall be decided during technical evaluation of the bids of this tender process.
- (29) The Institute reserves the right to accept or reject any or all the tenders including the lowest tender(s) without assigning any reason or to cancel the whole tender process at any stage without assigning any reason whatsoever at its sole discretion prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the ICSI's action. The decision of the Institute will be final and binding on all concerned.
- (30) This invitation for tender does not commit ICSI to award a contract / order. Further, no reimbursable cost may be incurred in anticipation of award if contract / order.
- (31) No binding legal relationship will exist between any of the Bidders and ICSI until issue of Purchase Order.

- (32) Bidder should have all necessary patents, license rights, authority, agency and other proprietary rights required in respect of any device or method used by it for completing the Purchase Order. Bidder shall indemnify and hold ICSI harmless from and against any liability, penalty, cost or expense suffered or incurred as a result of Bidder failing to comply with this obligation.
- (33) Bid Validity: Price quoted must be valid for at least 270 days from the date of opening of bid. Price quoted must be valid for at least 270 days from the date of opening of technical bid. However, the prices finalized after opening the tenders shall not increase throughout the period of Contract. ICSI reserves its discretion to extend the validity of the Tender with the mutual consent of the concerned bidder.
- (34) All bidders must submit the price bid for the entire scope of work as mentioned under the heading, '**II (A) Scope of Work (Supply, installation, and support of Anti-Plagiarism Software)**' as per technical specification and other requirement which is mandatory. The bidders are also required to submit their price bid '**II (B) Scope of Work (One Time Assignment - Optional Item)**' as per technical specification and other requirement which is optional.
- (35) **Eligibility Criteria Details:** Bidders who fulfil the following eligibility criteria will only be considered for evaluation of their bids:

Sl. No.	Criteria	Supporting Document with Page No.
1.	The bidder must be incorporated and registered in India under the Indian Companies Act 1956 or 2013 or under any other relevant legal provision in any other Country and should have been operating in India and must have their operating office in India. Please enclose self-attested copy of Certificate of Incorporation, copy of Memorandum of Association (MOA) and Article of Association (AOA) or any other relevant document of incorporation and proof of having office in India	
2.	ICSI prefers to deal with OEM. However, if for any reason OEM is not allowed to participate in the tender, the bid can be submitted through its authorised channel partners/authorized Resellers. If the bidder is an authorised channel partner/reseller, then it must submit authorization certificate from the OEM along with the technical bid. If the bidder is authorized channel partner or reseller, the bidders must provide a certificate that the License of Software will be in the name of the Institute from the OEM. This certificate is to be submitted by the bidder with the technical bid.	
3.	The bidder should have average of Annual Turnover of minimum Rs.36 lakhs or equivalent of similar amount in any other currency during the previous three financial years ended as on 31 st March, 2022. (Attach Copies of duly audited	

	balance sheets and profit and loss Account for FY 2019-20 and FY 2020-21 and FY 2021-22, along with the auditor's report or any other valid document filed or submitted with the respective relevant regulatory authority)	
4.	The Bidder should have minimum three years of Experience in supplying, installation and providing support of Anti-Plagiarism Software. (Attach documentary evidence e.g. copy of work order, contract document, award letters, agreement etc. or any other relevant document)	
5.	The bidder should have at least two clients, out of business house/Central Government/State Government/Public Sector organizations /Autonomous Bodies/ Statutory Bodies to whom anti-plagiarism software has been provided in immediately preceding 5 years ended as on 31 st March, 2022. Please enclose copy of work order, contract document, award letters, agreement etc. or any other relevant document (Please also provide name and contact details of the concerned officials of the respective clients).	
6.	Tender Fee. Please enclose online payment receipt / Demand Draft or valid NSIC / MSME certificate/document.	
7.	EMD. Please enclose online payment receipt or Demand Draft or valid NSIC / MSME certificate/document.	
8.	Copy of PAN. Please enclose self-attested photocopy of the PAN.	
9.	Copy of GSTIN Certificate. Please enclose self-attested photocopy of the GSTIN certificate.	
10.	The Bidder who was awarded any contract in the past by the Institute but terminated during the contract period due to unsatisfactory performance will not be eligible /considered to participate in this tender. Also, a bidder who was awarded any contract earlier but refused to continue the contract/refused to sign the agreement as given by the Institute will not be eligible to participate in this tender. Please enclose declaration from Authorized Signatory on the Bidder's Business Letter Head.	
11.	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. Bidder also should not be under any legal action or not declared ineligible to participate for unsatisfactory past performance by the Government of India for indulging in corrupt, fraudulent, coercive, undesirable, or restrictive practices or any other unlawful or unethical business practices with any Central/ State Government Ministry/Department/ PSU/ Statutory Body / Government Company in last 5 years. The Bidder also must not have been declared bankrupt/insolvent or should not have filed for bankruptcy/insolvency in the past five years or	

	in the process of being declared bankrupt / insolvent before any designated authority. Please enclose declaration from Authorized Signatory on the Bidder's Business Letter Head.	
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(36) Bid Evaluation:

(a) Technical bids Evaluation Criteria:

- i. The Bidder must fulfil the eligibility criteria as per clause 32 above for bidding as mentioned in this Tender. The Bidder who does not fulfil these criteria may not be evaluated further and rejected without further intimation.
- ii. 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.
- iii. 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.

Bidders who fulfil the eligibility criteria and based on technical evaluation matrix table, score will be awarded to the bidders. The minimum qualifying score in the technical evaluation is 40% of total score. Bidders scoring less than 40% will not be considered for further evaluation.

Technical Evaluation Matrix:

S. No.	Proficiency Criteria	Maximum Marks	Marks Distribution Criteria
1	No. of years in existence as on the issue date of the tender	10	<ul style="list-style-type: none"> • => 3 years - 3 marks • => 5 years but < 10 years - 5 marks • => 10 years - 10 marks
2	Number of ongoing Contracts	20	<ul style="list-style-type: none"> • = 2 contract - 5 marks • > 2 contract but < 5 contract - 10 marks • = > 5 contract - 20 marks
3	Number of contracts executed in past 5 years	10	<ul style="list-style-type: none"> • = 2 - 3 marks • > 2 but < 5 - 5 marks • = > 5 but - 10 marks
4	Presentation by bidders for understanding Institutes' requirement and effectiveness of proposed product service in commensuration with Institutes' requirement	50	

5	Average of Annual Turnover of bidder during the previous three financial years ended as on 31 st March 2022. (FY: 2019-20, 2020-21 & 2021-22)	10	<ul style="list-style-type: none"> • = Rs.36 lakhs or equivalent amount in any other foreign currency - 2 marks • > Rs.36 lakhs but < Rs.72 lakhs or equivalent amount in any other foreign currency - 5 marks • = > Rs.72 lakhs or equivalent amount in any other foreign currency - 10 marks
	Total score	100	

Minimum Qualifying Score: The minimum qualifying score in the technical evaluation is 40% of total score. Bidders scoring less than 40% will not be considered for further evaluation. **ICSI reserves its right to shortlist/restrict number of Bidders for further evaluation based on the score obtained by the bidders as per above technical evaluation matrix.**

(b) Financial-Bid Evaluation

Technically Qualified bidders' financial bids will be opened for finalization of awarding the contract by the Institute. The date, time and venue for opening the financial bids will be intimated to the technically qualified bidders only.

- i. The Financial-Bid evaluation is done only for those bids which are responsive and obtains minimum technical qualifying score of 40%.
- ii. ICSI reserves its right to seek clarification on the financial bid submitted by the bidders. ICSI may also devise any method or process to derive the best competitive price for the tendered service.
- iii. In case of Commercial Evaluation of the Proposal, Full marks (100 marks) will be allotted to the Bidder who quotes the lowest financial bid (L1).

While the Bidder with lowest financial bid (L1) 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 bid. Thus, the other Bidders will get marks < 100. The Financial proposal scores (FPS) of all other bidders will be determined by the formula:

$$FPS = \text{Lowest Financial bid } [(L1) / F] * 100 \text{ (Where F is the financial bid by this Bidder).}$$

For example: If Bidder A quotes Rs.100 and Bidder B quotes Rs.50, Bidder B will be allotted 100 Marks on the ground that it is the lowest Bidder. Bidder A will get (Inversely Proportional) FPS = $(50/100) * 100 = 50$ marks

Total score = 60% x technical proposal score + 40% x financial proposal score

II. (A) Scope of Work (Supply, installation, and support of Anti-Plagiarism Software):

- i. The anti-plagiarism software must be of design to check the originality of the content received in form of articles / other content related to the Institute's Journal, other publications and Study Material to ensure that all content is original

- ii. The anti-plagiarism software will be utilised to prevent author/s from stealing literary/research work of any other author/researcher and taking credit for it.
- iii. It will be utilized to have a fairer outlook towards the content generated by ICSI through its flagship journal CSJ as well as other publications which are utilised for reference by many authors and researchers, therefore the anti-plagiarism software will conduct the following activities:

- a) As the anti- Plagiarism software reviews research projects and Research articles/Articles/Manuscripts, therefore It needs to support content in English and other languages (if required).
- b) The Anti -plagiarism software should compare documents to a vast database, websites, e-Journals, Journals, Publications, indexing sites, Online content etc, available online/Offline Content with references online - to check for unoriginal / copied content and copied language / expression and provide detailed plagiarism summaries.
- c) The Software should search for similarities in written content when compared to top-cited journals and other online sources. The Software should support file upload in multiple formats, including DOC, DOCX, PDF and other formats. Documents may be uploaded as a single file or compressed zip file for larger uploads.

The Software should support the following Platforms:

- Web
- Android (Google, Google Chrome Etc.)
- iPhone/iPad (Safari)

- d) As Online plagiarism checker explicitly is used by publishers to identify the similarities in the written content compared to other online sources and top specified journals therefore it should be an ideal software to compare a document to a vast database and be a pro in checking imitative content and offer detailed plagiarism summaries. It should further check the document for grammatical or spelling errors.
 - e) Any other miscellaneous feature being offered by the Anti-Plagiarism Software as developed by the bidder to support originality of the contents.
- iv. The Anti-plagiarism software should be capable to differentiate human generated and AI generated content and reporting AI generated contents.

(B). Scope of Work (One time assignment - Optional item):

Institute is in the process to release study material for 14 subjects at professional level and four CSEET modules under New syllabus 2022. The manuscripts of each of which is expected to be around 700-800 pages. The same is likely to be finalised by first week of June 2023 as the materials are required to be updated till May 31, 2023. These manuscripts are also required to be scanned through the Anti-plagiarism software. The vendor has to execute this job as a one-time assignment basis for which price bid has to be submitted by the bidders in the price bid format under '**One time assignment (Optional item)**' at **Annexure D**.

(C). Technical Specification of the Anti-Plagiarism Software

Institute intends to procure Anti-Plagiarism Software of reputed brands which are having presence in Indian market and are of global standard preferably any of the following brands:

- 1) Academic Plagiarism
- 2) Grammarly
- 3) Plagscan
- 4) Turnitin
- 5) Blackboard
- 6) Plagiarism Detect
- 7) Eve Plagiarism Detection System
- 8) Plag Tracker
- 9) Viper

The software specification must be as per global standard and compatible with Institute's system. In the interest of the bidders, if required bidders may get themselves conversant with the Institute's system before submission of their bids. The bidders must submit a detailed solution document containing technical specification of their software proposed to be supplied to the Institute which will be part of the technical evaluation. The best specification and offering which suits best to the Institute's requirement will be given due weightage in the technical evaluation.

III. Terms and Conditions of the Contract:

1. Duration of Contract

- a) The contract period will be initially for three years and the same may be renewed on mutual consent on same rates, terms and conditions subject to the satisfactory performance during the contract period. The contracted rates will remain same throughout the contract period. During the contract period no price escalation whatsoever, will be allowed.
 - b) The Institute reserves its right to extend the contract for a period of three years, after completion of initial contract period at mutually agreed rates, terms and conditions. However, vendor cannot claim extension of the contract as a matter of right.
 - c) The support and renewal of the Services has to be continued for a period of three years subject to evaluation of the performance on annual basis. In case on annual review, it is perceived by the Institute that the service provider'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. Decision of the ICSI in regard shall be final.
2. The whole work included in the Tender shall be executed by the vendor and the vendor 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.

3. Copyright, Intellectual Property Rights and other incidental rights:

Copyright and any other intellectual property right shall vest with ICSI only. Data rights are also vested with the Institute. The vendor shall maintain the confidentiality of the

same and in the event of any violation either by sharing or by transmitting or by any means including theft either in full or in part of the content / data then the vendor is liable for civil and criminal actions and liable to pay damages as determined by the Institute. The vendor shall not edit, copy, reproduce re-print, assign, transfer to any third party, and / or use the material for itself or for any purpose, from the date of execution of the contract and after the completion of the contract. ICSI has intellectual property rights over its trade names, corporate signs, logos, software, proprietary information and know-how which the vendor may come across through this Contract. The vendor shall recognize ICSI's intellectual property rights for all purposes. Nothing in this Agreement shall confer on vendor any right or title in the intellectual property of ICSI.

4. **Site for services is:**

The Institute of Company Secretaries of India C-36, Sector-62, Noida-201309.

Or any other location as instructed by the authorized official of ICSI.

5. **Security Deposit/performance guarantee**

- a. The successful bidder has to submit the security deposit/performance guarantee in form of an Account payee Demand Draft / Banker's Cheque drawn on any bank or a Bank Guarantee from any Nationalized bank (format enclosed as **Annexure E**) to cover any loss or damage caused to or suffered by the Institute due to acts of commission and omission by the successful bidder or any failure on the part of the successful bidder in fulfilment of terms and conditions of the contract and conditions contained in the contract. The value of the Security Deposit/Bank Guarantee has to be of equivalent amount of 10% of the annual contract price. The Bank Guarantee has to be submitted within 10 days of issue of order but before execution of the contract. 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.
 - b. 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.
6. The vendor will not have any direct interaction on behalf of the Institute with any third-party agency engaged by ICSI.
7. All communications to the employees or third-party agencies engaged by ICSI would be through designated channels as directed by the Institute.
8. **Payment Terms:** Payment will be released on the basis of following points.
- a) Payment on the supplied software License and services shall be made after successful delivery and subsequent installation of the software along with fully operational support services; duly accepted by ICSI (i.e., acceptance implies seamless working of the software) as per the scope of work and terms of the contract. Payment will be released upon acceptance of the bills submitted duly authenticated by an authorized officer of the Institute.

- b) Vendor will be fully responsible for comprehensive maintenance free of charge during the warranty and/or support period and in case of default, ICSI will have the right to arrange maintenance at vendor's risk and cost and responsibility.
- c) Payment of any kind what-so-ever will not be made to the vendor except the one mentioned in the order.
- d) Payments shall be subject to deductions of any amount for which the vendor is liable under the agreement against this contract. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the prevailing income-Tax Act and any other taxes as on the date of invoice submission and/or payment date.
- e) The vendor's request for payment shall be made to the ICSI in writing, accompanied by appropriate tax invoices including all supporting documents describing, as appropriate, the AV software licenses and related services performed, delivered and accepted by ICSI.
- f) If any excess payment has been made by the ICSI due to difference in contracted price and vendor's invoice, the ICSI may without prejudice to its rights recover such amounts by other means after notifying the bidder or deduct such excess payment from any payment subsequently falling due to the ICSI.

9. Payment of Taxes

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

10. Penalty:

- (a) Liquidated damage for late delivery and installation would be levied at the rate of:-
 - (i) ½ per cent of total value of contract, for each day of delay, in case of Software Licenses are delivered within 7 days after the due date;
 - (ii) 1 per cent of total value of contract, for each day of delay, in case of Software Licenses are delivered beyond 7 days but up to 14 days after the due date;
 - (iii) 2 per cent of total value of contract, for each week of delay, in case of Software Licenses are delivered beyond 14 days subject to a maximum of 10% of total contract price.
- (b) In case of delay beyond fifteen (15) days from the stipulated period, Institute may at its discretion cancel the order and arrange to procure the same from the next bidder on the panel/open market at the sole risk, cost and responsibility of the bidder.
- (c) In case of failure to supply the Software Licenses of the ordered quantity / specifications / quality in the time schedule and at the agreed rates in, the Institute shall have right to purchase the same from the market at the prevalent rate and the difference between the agreed price and purchase price would be recovered from the successful bidder. Further, if the supplied items are not in accordance with the ordered items, then the Institute reserves the right to reject the whole lot or accept, whole or part supply, at less than the agreed / market price. Any loss to the Institute on this account shall be adjusted from the EMD / Performance Security.

11. In case any work for which there is no specification in the tender but required to be carried out for successful implementation, commissioning, and delivery of the contracted work to its entirety, as per scope of work mentioned in the tender/ work order, such work shall be carried out by the vendor in accordance with the directions of the ICSI without any extra cost to the Institute.
12. 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 bidder(s)/ vendor or its staff, the bidder(s)/vendor shall be liable to compensate the loss cause to ICSI and to pay damages. 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.
13. The vendor shall be liable for accident, injury, losses due to any accident or negligence of their staff/workers and shall also be liable to incur all the expenses in consequence thereof and Institute is in no way responsible for any damages arising out of this tender/contract.

IV. GENERAL:

1. **Modification/variation in Terms of Contract:** ICSI reserves the right to modify or may bring some variation in the terms and conditions of the contract on mutually agreed terms, if it is found necessary due to any operational difficulty or any other genuine reasons.
2. **Recovery:** Whenever under the contract through this tender, any sum of money is recoverable by ICSI from the party or / and payable by the party to ICSI, the ICSI shall be entitled to recover such sum by appropriating in part or in whole from the security deposit of the party. In the event of the security being insufficient or if no security has been taken from the party, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the party or which at any time thereafter may become due to the party under this or any other contract with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the party shall pay the ICSI on demand the remaining balance due along with penalty.
3. **Dispute Resolution:** Any dispute, difference, controversy or claim (“Dispute”) arising between the successful bidder and ICSI hereinafter jointly to be called “parties” and singularly as “party” out of or in relation to or in connection with the agreement/contract, or the breach, termination, effect, validity, interpretation or application of this agreement/contract or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorized official of the parties.
4. **Arbitration:** If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall be referred to the Arbitration process. In the event of any dispute arising between ICSI and the vendor in any matter covered/ touched by this contract or arising directly or indirectly there from or connected or concerned with the said contract, the matter shall be referred to the sole arbitrator appointed by the mutual consent of both the parties. The decision / award of the Arbitrator shall be final and binding on the parties. Cost of Arbitration will be shared equally by the parties.
 - i. The place of the arbitration shall be at the ICSI, 22, Institutional Area, Lodi Road, New Delhi.

- ii. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.
 - iii. The proceedings of arbitration shall be in English language.
 - iv. The parties are not entitled to approach any court of law without resorting to arbitration approach.
 - v. The decision / award of the arbitrator shall be final and binding on parties to the arbitration proceedings.
5. **Jurisdiction:** In respect of any dispute arising between ICSI and the vendor in any matter covered / touched this tender / contract or arising directly or indirectly there from or connected or concerned with the said contract, the courts at Delhi shall only have the jurisdiction.
6. **Right to Blacklist:** ICSI reserves the right to blacklist a party / bidder for a suitable period in case such party / bidder
 - fails to honour his bid without sufficient grounds or found guilty for breach of condition /s of the contract or guilty of fraud and mischief and misappropriation or any other type of misconduct on the part of party(s) / bidder(s).
 - Giving false, misleading or fake information/ document in the bid;
 - Withdrawing the bid after opening of the Financial bids;
 - Refusal to accept Purchase/ Work Order at the quoted prices;
 - Failure to supply goods of the ordered quantity/ quality/ specifications at the agreed rates within the time schedule;
 - Adoption of any unethical or illegal practices;
 - Any other justified reason.
7. **Confidentiality:**
 - i. The bidder(s)/ vendor 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.
 - ii. The successful bidder acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to ICSI will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The successful bidder agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to ICSI in divulging the information by the employees of the successful bidder, the ICSI shall be indemnified. The successful bidder agrees to maintain the confidentiality of the ICSI's information after the termination of the contract also. The successful bidder will treat as confidential all data and information about the ICSI /Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

8. **Sub-Contracting:** The successful bidder will not assign or transfer and sub-contract its interest / obligations under this contract to any other concern / individual without the prior written consent of the ICSI.
9. **Statutory Compliance:** The successful bidder will be required to comply with all statutory obligations from time to time applicable to this contract.
10. **Compensation:** 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 or deficiency of Service Provider or its staff, the bidder(s)/vendor shall be liable to compensate the loss cause to ICSI and to pay damages. 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

11. **TERMINATION**

Either party may terminate this Agreement by giving a three (3) months' notice in writing to the other party for termination of agreement. The ICSI without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving One (01) 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.

12. **Force Majeure**

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

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

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

13. **Indemnity:** The Service Provider will indemnify ICSI against all statutory liabilities present and future arising out of this contract. In the event of violation of any contractual or statutory obligations, the successful bidder will be fully and solely responsible for the same. Further, in the event of any action, claim, damages, suit initiated against ICSI by any individual, law enforcement agency or government authority due to acts and omissions, the successful bidder will be liable to make good/compensate such claims or damages to the ICSI. As a result of the successful bidder action, inaction or any omissions, if ICSI is required to pay any damages to any individual, law enforcement agency or government authority, the successful bidder would be required to reimburse to ICSI such amount along with other expenses incurred by ICSI or ICSI reserves the right to recover but not limited to such amount from the payment(s) due to the successful bidder while settling its bills or from the amount of security deposit lying with ICSI. However, ICSI reserves its right to take legal recourse as permitted under law of the land. In case of any damage caused to the institution due to negligence, carelessness or inefficiency of staff of the vendor, the vendor shall be responsible to make good the loss. The ICSI shall have right to adjust the damage / loss suffered by it from the security deposit or / and to charge penalty as decided by the Institute. Decision of the ICSI in this respect shall be final & binding on the vendor.

The services indicated in Part “C” (Financial Bid) are tentative and may be increased / decreased at the sole discretion of the Institute and the vendor shall have no right to claim any minimum/definite/guaranteed volume of business.

For any details / clarifications, Ms. Lakshmi Arun, Director, Directorate of Academics (for queries related to scope of work) Tel. No.:0120-4082127, Email Id: lakshmi.arun@icsi.edu, and Dr. Prasant Sarangi, Director, Directorate of Printing and Publication (for queries related to scope of work), Tel. No.:0120-4082185, Email Id: prasant.sarangi@icsi.edu, may be contacted.

Date: February 24, 2023

(Amit Kumar Ghosal)
Director (Purchase & Stores)
Email: amit.ghosal@icsi.edu
Phone: 0120-4522008

ICSI HQ: ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003
ICSI NOIDA OFFICE: ICSI House, C-36, SECTOR-62, NOIDA-201309 (UP)

(Annexure A)

ICSI/IT/AP/2023/71

February 24, 2023

Sub: Tender for Procurement of Anti-Plagiarism Software.

PART 'B' TECHNICAL BID

Form I: PARTICULARS OF BIDDER

(ALL COLUMNS ARE TO BE FILLED IN BLOCK LETTERS)

1. Name of the bidder

(a) Trade Name

(b) Status of the Bidder

(Limited Co./Pvt. Ltd.)

(Enclose self-attested copy of document)

(c) Name of CEO/Directors /Partners/ Proprietor

2. Postal Address

(including India office)

3. Telephone No./ Mobile No. for communication

4. (a) E-mail-id (mandatory)

(b) Website address (if available)

5. Bank Draft No, date, Bank name and amount (if applicable)/MSME or NSIC Regn. No.

(a) Tender Fees

(b) EMD

(c) MSME/NSIC Regn. No. (if applicable) & its valid period

(Enclose self-attested certificate photocopy)

6. Name of the Banker, Branch Name, A/c No. and IFS Code

(for e-payment purpose)

7. PAN (Enclose self-attested photocopy)

8. GSTIN Code (Enclose self-attested photocopy)

9. Trade License/Business License/CIN (if applicable)

(Enclose self-attested photocopy)

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

11. Any other Relevant Information _____

(e.g. Number of Years of Experience in similar line of business / Turnover for last Financial year)

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

Signature _____

(Authorized signatory of the agency)

Name of the bidder_____

Date_____

Official seal of bidder _____

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

(Annexure B)

ICSI HQ: ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003
ICSI NOIDA OFFICE: ICSI House, C-36, SECTOR-62, NOIDA-201309 (UP)

ICSI/IT/AP/2023/71

February 24, 2023

Sub: Tender for Procurement of Anti-Plagiarism Software.

Form II: Eligibility Criteria Details

Sl. No.	Criteria	Supporting Document with Page No.
1.	The bidder must be incorporated and registered in India under the Indian Companies Act 1956 or 2013 or under any other relevant legal provision in any other Country and should have been operating in India and must have their operating office in India. Please enclose self-attested copy of Certificate of Incorporation, copy of Memorandum of Association (MOA) and Article of Association (AOA) or any other relevant document of incorporation and proof of having office in India	
2.	ICSI prefers to deal with OEM. However, if for any reason OEM is not allowed to participate in the tender, the bid can be submitted through its authorised channel partners/authorized Resellers. If the bidder is an authorised channel partner/reseller, then it must submit authorization certificate from the OEM along with the technical bid. If the bidder is authorized channel partner or reseller, the bidders must provide a certificate that the License of Software will be in the name of the Institute from the OEM. This certificate is to be submitted by the bidder with the technical bid.	
3.	The bidder should have average of Annual Turnover of minimum Rs.36 lakhs or equivalent of similar amount in any other currency during the previous three financial years ended as on 31 st March, 2022. (Attach Copies of duly audited balance sheets and profit and loss Account for FY 2019-20 and FY 2020-21 and FY 2021-22, along with the auditor's report or any other valid document filed or submitted with the respective relevant regulatory authority)	
4.	The Bidder should have minimum three years of Experience in supplying, installation and providing support of Anti-Plagiarism Software. (Attach documentary evidence e.g. copy of work order, contract document, award letters, agreement etc. or any other relevant document)	
5.	The bidder should have at least two clients, out of business house/Central Government/State Government/Public Sector organizations /Autonomous Bodies/ Statutory Bodies to whom anti-plagiarism software has been provided in immediately preceding 5 years ended as on 31 st March, 2022. Please enclose copy of work order, contract document, award letters, agreement etc. or any other relevant document (Please also provide name and contact details of the concerned officials of the respective clients).	

6.	Tender Fee. Please enclose online payment receipt / Demand Draft or valid NSIC / MSME certificate/document.	
7.	EMD. Please enclose online payment receipt or Demand Draft or valid NSIC / MSME certificate/document.	
8.	Copy of PAN. Please enclose self-attested photocopy of the PAN.	
9.	Copy of GSTIN Certificate. Please enclose self-attested photocopy of the GSTIN certificate.	
10.	The Bidder who was awarded any contract in the past by the Institute but terminated during the contract period due to unsatisfactory performance will not be eligible /considered to participate in this tender. Also, a bidder who was awarded any contract earlier but refused to continue the contract/refused to sign the agreement as given by the Institute will not be eligible to participate in this tender. Please enclose declaration from Authorized Signatory on the Bidder's Business Letter Head.	
11.	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. Bidder also should not be under any legal action or not declared ineligible to participate for unsatisfactory past performance by the Government of India for indulging in corrupt, fraudulent, coercive, undesirable, or restrictive practices or any other unlawful or unethical business practices with any Central/ State Government Ministry/Department/ PSU/ Statutory Body / Government Company in last 5 years. The Bidder also must not have been declared bankrupt/insolvent or should not have filed for bankruptcy/insolvency in the past five years or in the process of being declared bankrupt / insolvent before any designated authority. Please enclose declaration from Authorized Signatory on the Bidder's Business Letter Head.	

NOTE:

- i. Each and every page of the tender document has to be signed and stamped by bidder.
- ii. Conditional bids will be summarily rejected.

Name and Signature of Bidder
with office Seal

(Annexure C)

Form III: Tender acceptance letter to be printed on business letterhead of the bidder and to be submitted with the Technical Bid

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

Sir,

This is with reference to the Tender No.: **ICSI/IT/AP/2023/71** dated **February 24, 2023** due on _____ . We are interested to participate in the Tender for supply, installation and support for Anti-Plagiarism software dated _____ .

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:

Name and Signature of Bidder
with office Seal

ICSI/IT/AP/2023/71

February 24, 2023

Sub: Tender for Procurement of Anti-Plagiarism Software.

PART 'C' FINANCIAL BID

Rates Quoted should be all inclusive rate except GST which should be shown separately as percentage rate (%) (figure in Rs.)

All bidders must submit the price bid mandatorily for the item (a) below, however, submission of price bid for item (b) below is optional.

(a) Supply, installation, and support of Anti-Plagiarism Software

Description	Name of the proposed software	Qty.	Amount (Rs.)
Supply, installation, and support of Anti-Plagiarism Software		01	
GST 18%			
Total			

(b) One time assignment (Optional item)

Description	Name of the proposed software	Qty.	Amount (Rs.)
Institute is in the process to release study material for 14 subjects at professional level and four CSEET modules under New syllabus 2022. The manuscripts of each of which is expected to be around 700-800 pages. The same is likely to be finalised by first week of June 2023 as the materials are required to be updated till May 31, 2023. These manuscripts are also required to be scanned through the Anti-plagiarism software. The vendor has to get this job done as a single one-time assignment basis.		01	
GST 18%			
Total			

GST will be paid extra as applicable.

→ The Bidder has to mention the HSN Code of above item(s) _____

Date:

Name and Signature of Bidder
with office Seal

5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Vendor shall have no claim against us for making such payment.
6. We _____ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Vendor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Vendor and to forebear or enforce any of the terms and conditions relating to the said contract and we, _Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Vendor or for any forbearance by the Purchaser to the said Vendor or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor.

WITNESS NO. 1

 (Signature)
 Full name and official
 Address (in legible letters)

WITNESS NO. 2

 (Signature)
 Full name and official
 Address (in legible letters)

Authorised Bank Representative

 (Signature)
 Full name, designation and
 address (in legible letters)
 with Bank stamp

Attorney as per power of
 Attorney No.....
 Dated.....