



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

Tender No.: PC/IT/(ES&WD-Cloud)/2019-20

4<sup>th</sup> May, 2019

**Sub: Tender for Migration of Microsoft (MS) Exchange Email System to MS Cloud O365 and website (icsi.edu) deployment on cloud.**

Important Date & Information		
1	Tender Publish Date	4th May, 2019
2	Tender fee	Rs.590/- (Rs.500 + 18% GST) (Rupees Five Hundred and Ninety Only)
3	Earnest Money Deposit	Rs.46,000/- (Rupees Forty Six Thousand only)
4	Last date and time for Sending Pre-Bid Queries in writing	All queries has to be send at <a href="mailto:praveen.kumar@icsi.edu">praveen.kumar@icsi.edu</a> by 2:00 PM on 13 <sup>th</sup> May, 2019
5	Pre-Bid Meeting date, time & venue	14 <sup>th</sup> May, 2019 at 11:00 AM Venue : ICSI House, C – 36, (4 <sup>th</sup> Floor) Sector 62, Noida – 201309
6	Bid Validity	180 days from the date of opening of bids
7	Last Date of Submission of Bids	24 <sup>th</sup> May, 2019 at 2:00 PM
8	Address for submission of Bids	The Institute of Company Secretaries of India, ICSI House, C – 36, (Ground Floor Reception: Tender Box), Sector – 62, Noida – 201309
9	Date, time & Venue of opening of Technical Bids.	24 <sup>th</sup> May, 2019 at 3:00 PM The Institute of Company Secretaries of India, ICSI House, C – 36, (Ground Floor Reception: 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	<b>Dr. Nikhat Khan, Director (IT), ICSI,</b> <b>Tel. No.:0120-4082019 Email Id:</b> <b><a href="mailto:nikhat.khan@icsi.edu">nikhat.khan@icsi.edu</a>.</b> <b>All pre-bid queries has to be send at</b> <b><a href="mailto:praveen.kumar@icsi.edu">praveen.kumar@icsi.edu</a></b>
12	Institute Website	<a href="http://www.icsi.edu">www.icsi.edu</a>

### **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 "Institute" / "ICSI") or by any of its 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, its 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.



**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.: PC/IT/(ES&WD-Cloud)/2019-20**

**4<sup>th</sup> May, 2019**

**Sub: Tender for Migration of Microsoft (MS) Exchange Email System to MS Cloud O365 and website (icsi.edu) deployment on cloud.**

**A: About ICSI:**

The Institute of Company Secretaries of India (herein after referred as ICSI / Institute) is a statutory body constituted under an Act of Parliament i.e. the Company Secretaries Act, 1980. 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. The Institute has another office at C 36, Sector – 62, Noida. ICSI is the only recognized professional body in India to regulate and develop the profession of Company Secretaries in India.

Sealed tenders/bids are invited for '**Tender for Migration of Microsoft (MS) Exchange Email System to MS Cloud O365 and website (icsi.edu) deployment on cloud**' 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" / "Institute" means THE INSTITUTE OF COMPANY SECRETARIES OF INDIA, New Delhi.
- ii) The "Contract" means **Migration of Microsoft (MS) Exchange Email System to MS Cloud O365. and website ([www.icsi.edu](http://www.icsi.edu)) deployment on cloud**, which the bidder is required to provide to the ICSI under the Contract through this tender.
- iii) 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.
- iv) The words "Contract", "Agreement", "Order" 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.
- v) "Bidder" or "Tenderer" means the agency/firm that is engaged in the business of **Migration of Microsoft (MS) Exchange Email System to MS Cloud O365 and website ([www.icsi.edu](http://www.icsi.edu)) deployment on cloud** and applies in response to this notice inviting tender/bid.
- vi) "Vendor" mean the successful bidder who is engaged by ICSI to **Migration of Microsoft (MS) Exchange Email System to MS Cloud O365 and website ([www.icsi.edu](http://www.icsi.edu)) deployment on cloud** through this tender process by entering into the contract with the ICSI.
- 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.

## PART 'A'

### I: Instruction to Bidders

#### 1. PURPOSE

The Institute of Company Secretaries of India (ICSI) is seeking proposals from qualified vendors (Microsoft Partners eligible for Fast Track Deployment desired) to provide Microsoft Office 365 system integration and implementation services. The scope of the project will be migrating The ICSI from a Current environment i.e. Exchange Server 2007 email system to an Office 365 hosted email service and hosting, migration, deployment of Website ([www.icsi.edu](http://www.icsi.edu)) Application and on Cloud.

2. The awarded vendor will assist The ICSI in performing a readiness assessment of the existing infrastructure including gather and document requirements, developing a migration plan and executing against this plan. Vendor will provide services needed to migrate approximately 700 Number of mailboxes being converted to Exchange Online with email archiving, eDiscovery, anti-malware and anti-spam filtering capabilities. The goal is to provide a seamless transition to Microsoft Office 365 Cloud architecture while maintaining secure and robust access to and from cloud services and hosting, migration, deployment of Website ([www.icsi.edu](http://www.icsi.edu)) Application and on Cloud.
3. The tender document may be obtained during working hours from **4<sup>th</sup> May, 2019 to 24<sup>th</sup> May, 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](http://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 not be entertained. 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.
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.
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(a) & II(b) (Annexure B1 & B2), and Form III (Annexure C), 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' 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.

(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).

6. The sealed tender envelope duly super scribed, “**Tender for Migration of Microsoft (MS) Exchange Email System to MS Cloud O365 and website (icsi.edu) deployment on cloud**” due on **24<sup>th</sup> May, 2019**” should be addressed by name to **Officiating Secretary**, The 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 24<sup>th</sup> May, 2019**.

Address:

**Officiating Secretary**

The Institute of Company Secretaries of India  
ICSI House, C-36, **(Ground 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 shall not be entertained and shall be rejected summarily. Bid received through email shall not be considered.

7. The **Technical Bid shall be opened on 24<sup>th</sup> May, 2019 at 3:00 PM** in the Institute of Company Secretaries of India at ICSI House, C-36, Sector-62 Noida 201309 in the presence of those bidder(s), who wish to be present. No separate communication will be sent in this regard. In the event of due date being a closed holiday or declared Holiday for ICSI-HQ / Central Government offices, the due date for opening of the bids will be the following working day at the appointed time and venue.

8. **Earnest Money Deposit (EMD)**

- i. The Earnest Money Deposit (EMD) of **Rs.46,000/- (Rupees Forty Six Thousand only)** in the form of Demand Draft/pay order from any of the scheduled bank 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 be submitted by the selected bidder / vendor with the ICSI in the form of bank guarantee from scheduled bank immediately within 7 days of issue of work order but before execution of the agreement. The EMD of the unsuccessful bidders will be refunded without any interest/Bank commission/collection charges within 30 days after award of the contract / work order to the successful bidder.

**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.
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 shall not be entertained and shall be summarily rejected.
10. The Bidder should not be blacklisted by Central/ State Government Ministry/ Department/ PSU/ Statutory Body / Government Company. Bidder also should not be under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice with any Central/ State Government Ministry/Department/ PSU/ Statutory Body / Government Company in last 5 years.
11. 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.
12. 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 bid and will be at the bidder's own risk.
13. 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.
14. 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 shall be opened those who qualify in the technical scrutiny. Time and date for opening the financial bid shall be intimated separately through website notification at [www.icsi.edu](http://www.icsi.edu) and/or email communication as furnished by the bidder in the bid document.
15. 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.
16. 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 bid shall be liable to be rejected.
17. 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.

18. ICSI will reject a proposal for award if it is found that the BIDDER recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, the project.

Whereas “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of the project and includes collusive practice among BIDDERS (prior to or after submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the ICSI of the benefits of free and open competition.

Whereas “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of the Official of the ICSI in the process of project execution

19. **Eligibility Criteria**

S.No	Criteria
1.	The bidder shall be a company incorporated, registered under the Indian Companies Act, 1956 or Companies Act, 2013. Please attach Certificate of Incorporation / Copy of Registration Certificate (s) to be enclosed
2.	The bidder shall have a minimum audited annual turnover of Rs. 70.00 lakhs in each financial year during last three financial years, i.e. 2017 – 2018, 2016 – 2017, 2015 – 2016( please attach copy of Audited P&L statement and Balance sheet of all the three years i.e. 2017 – 2018, 2016 – 2017, 2015 – 2016.)
3.	Bidder should have at least Five (5) years of experience in similar kind of projects. Submit the documents as proof.
4.	Bidder should have experience of previous project of similar kind of projects at least 3 Purchase Orders has to be submitted as documentary proof.
5.	The Principal Manufacturer (OEM) for Software/license will provide a certificate of warranty/support for Five (5) years in the name of the Institute. This certificate is to be submitted by the bidder with the technical bid
6.	The authorization letter/Certificate from the Principal Manufacturer as an Authorized Dealer/Partner.
7.	Submission of Tender Fee
8.	Submission of EMD or valid NSIC / MSME certificate/document
9.	PAN (Please attach self-attested photocopy of the documentary proof to be submitted)
10.	GSTIN Code (Enclose self-attested photocopy)

11.	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 software, license and support related to Similar Kind of Projects being maintained are to be provided against each client. Kindly also provide name and contact details of the concerned officials of each clients.
12.	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).
13.	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).
14.	The bidder must have adopted ITIL best practices and a valid ISO certification as on the date of submission of the bid ISO 9001:2008 / Equivalent certificate for quality and ISO 27001/ ISO 20001 Equivalent certificate for Data Security and Management. (Please attach supporting document)

**20. Bid Evaluation:** The technical bids will be evaluated based on the bid eligibility criteria and those who qualify in the technical evaluation process shall be declared as eligible bidder for financial bid. ICSI also reserves its right to evaluate bidders based on their past performance as certified by their clients which can be ascertained by ICSI by contacting their past/current clients. Any bidder who puts any condition in the financial bid will be disqualified from the bidding process without any further reference to the bidder. Financial bid submitted in unsealed cover along with technical bid in violation of bid submission process will also attract disqualification of the bidder from the bidding process. Indication of price anywhere in the technical bid also will disqualify the bidder. In both the cases the EMD amount will be forfeited.

**(I) Technical bids Evaluation Criteria ( Annexure - 3):**

- a. The Bidder should fulfill the eligibility criteria for bidding as mentioned in this Tender. 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.

## **(II) 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 50 Marks.

The bidders are required to study the Institute's complete set-up while submitting their bid for the Exchange Email System Migration on Cloud Services.

### **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.

- e. 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).
- f. 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 it 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.**

21. All costs and expenses incurred by Bidders in any way associated with the development, preparation, and submission of bid / responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by ICSI to facilitate the evaluation process, and in all such activities related to the bid process, will be borne entirely and exclusively by the bidder.
22. **Bid Validity:** Price quoted must be valid for at least 180 days from the date of opening of bid. Institute may extend the validity of Bid in the concurrence of the Bidder for a further period of 60 days.
23. The Institute is not bound to declare a technically qualified bidder whose financial bid is evaluated as lowest one as successful bidder. Lowest financial bid is not the sole criteria to

award the contract to the technically qualified bidder. Institute reserve its right to award the contract to the bidder who in its opinion is most suitable to complete the contract.

24. The Institute reserves the right to accept or reject any or all the tenders including the lowest tender(s) without assigning any reason at its sole discretion. The Institute also reserve its right at its sole discretion to cancel the whole tender process at any stage without assigning any reason whatsoever 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.
25. 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 documents by issuing an addendum/corrigendum. Any such amendment issued along with the original Tender document will constitute Revised Tender Documents. The addendum/corrigendum will be uploaded on the ICSI website. The Bidders are requested to visit the website frequently to check for any the decision of ICSI on the need for any modification shall be final and binding on all.
26. In order to afford prospective bidders reasonable time to take the Corrigendum into account in preparing their bids, ICSI may, at its discretion, extend the deadline for submission of bids.
27. Any Corrigendum, Clarifications etc. shall be binding on the Bidders and shall be given due consideration by them while they submit their bids.
28. The ICSI may at any time during the bidding process but before opening the technical/commercial bid request the Bidders to submit revised Technical / Commercial Bids and/or Supplementary Commercial Bids, in case of change in Scope of Work, without thereby incurring any liability to the affected Bidder or Bidders.
29. In case of any work for which there is no specification given in the Tender document but the same is essential for the job / work mentioned in Tender document, such work shall be carried out in accordance with the directions of the ICSI without any extra cost to the Institute.
30. This invitation for tender does not commit ICSI to award a contract. Further, no reimbursable cost may be incurred in anticipation of award.
31. No binding legal relationship will exist between any of the Bidders and ICSI until execution of a contractual agreement.
32. Bidder should have all necessary patents, license rights and other proprietary rights required in respect of any device or method used by it for completing the Work 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.

## **II: Terms and conditions of the Contract**

1. Contract period: Five (5) years with effective from the project commissioning/completion date. Contract shall be initially for a period of Five (5) years subject to evaluation of the performance on yearly basis. The rates quoted shall remain valid till Five (5) 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.

2. Payment of any kind what-so-ever will not be made to the vendor except the one mentioned in the related work order/tender.
3. Payment Terms:
  - (i) Institute's usual payment terms are 30 days for 90% payment of One Time Setup Cost upon installation, Configuration, Migration & commissioning of Complete Email System as detailed in scope of work and acceptance of the Email System Migration, Website ([www.icsi.edu](http://www.icsi.edu)) migration on cloud infra and related work and remaining 10% will be paid within thirty (30) days of receipt of the Bank Guarantee of equivalent amount valid for entire contract period failing which 10% amount will be retained as security deposit for the entire period of contract. Vendor will be fully responsible for Complete Technical onsite comprehensive maintenance and Support free of charge during the contract period and in case of default, the Institute will have the right to arrange maintenance at vendor's risk, cost and responsibility.
  - (ii) Recurring 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 Five (5) years from the start date of contract.

In case of any exigency the Technical resource visit at ICSI HQ, Lodi road or ICSI Noida site for technical support, the payment whatever so, will not be provided/made to firm during the contract.

#### **Extension of Contract for Cloud Services of Email System and Website ([www.icsi.edu](http://www.icsi.edu)):**

The said Agreement related to cloud Services 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 Vendor in writing. Vendor 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 mobile with STD facility, laptop (latest configuration) for technical resources as and when visit at ICSI will be managed by bidder.

4. Prices quoted in the bid shall expressly be inclusive of all statutory taxes, GST, fees, cess, duties, levies, charges and any other statutory components (net to ICSI). It should clearly indicate the base price plus all additional duty & taxes. Prices quoted in the bid shall be valid for **Five (5) years onsite comprehensive warranty/support, 24 hours CRT (Call Resolution Time) for 365 days including Saturdays and Sundays, off hours support, except GST which is to be shown separately.** In case the warranty/support is for one (1) year by default, the vendor shall quote for the support pack/plan from the principal manufacturer, so as to validate the warranty/support for Five (5) years.

5. The terms “acceptance test” imply Working of email system for 12 hours daily for seven days at different locations including 72 hours continuous working of system. If the Email system on cloud fails in acceptance test, the same shall be liable to be rejected. During the acceptance test, additional software’s/hardware’s with additional cost shall not be permitted.
6. **For Email System on Cloud O365 the Principal Manufacturer will provide a certificate of license warranty/support for Five (5) years in the name of the Institute. This certificate is to be submitted by the bidder with the technical bid.**
7. **Escalation Matrix up to Three (3) levels should be provided.**
8. Though Institute prefers to deal with OEM/manufacturers/principal manufacturers directly, it may also consider the offers received through its authorized channel partners, provided the principal authorizes the said channel partner in this regard. **The authorization letter from the Principal Manufacturer/OEM is to be submitted with the technical bid.**
9. Time is the essence of the contract. Email Migration, Website ([www.icsi.edu](http://www.icsi.edu)) and installation/configuration period should be completed within 90 days of award of Contract. Penalty for the 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 goods/services/Migration 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 goods/services/Migration are delivered beyond 7 days but upto 14 days after the due date;
  - (iii) 2 per cent of total value of contract, for each week of delay, in case of goods / services/Migration are delivered beyond 14 days subject to a maximum of 10% of total contract price;

In case of delay beyond 14 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 vendor.

10. In case of failure to supply the services / Migration of the ordered quantity / specifications / quality within the time schedule and at the agreed rates, 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 vendor. Further, if the supplied items / services 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 recovered from the vendor or adjusted from the Security Deposit.
11. The successful bidder has to submit the security deposit /performance guarantee in the form of an Account payee Demand Draft / Banker’s Cheque or Bank Guarantee from scheduled bank of equivalent amount of 10% of the contract value on awarding the contract within 10 days of issue of order but before execution of the agreement, to cover any loss or damage caused to or suffered by the Institute due to acts of commission and omission by the successful bidder or any failure on the part of the successful bidder in fulfillment of terms and conditions of the bid or work order or contract. The Bank Guarantee shall have to remain valid for the entire duration of the Contract plus three months (90 days) beyond the

completion of contract period including warranty obligations. 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.

12. The quantities indicated in Part –“C” is tentative and may be increased/decreased at the sole discretion of the Institute. The successful bidder shall have no right to claim any minimum/definite volume of business or enhance per unit rate.
13. The successful bidder/tenderer will sign a Service Level Agreement (SLA) with the ICSI on the comprehensive onsite maintenance/support of the Email system and Website on cloud Services for a period mentioned for each item in the scope of work from the date of the acceptance of the same on the basis of the terms of tender and work order. Standard terms and conditions of Service Level Agreement are at **Annexure D**.
14. **The tenderer should study the existing Email System setup and Website ([www.icsi.edu](http://www.icsi.edu)), device, platform and the configurations etc. in details and then quote the model/Plan of the Email system, Website on cloud such that it is compatible to the existing set up. The vendor would be responsible for integration of this Email system, Website on cloud are to be implemented at ICSI Noida C-37, with the devices like servers, Desktops, Firewalls etc. of the Data Center.**
15. **The Email System on Cloud, Website to be implemented in all respect would include installation, configuration, data migration, implementation of policies etc.**
16. **The quantity of no. of Email Accounts proposed in this tender may be varied based on the actual requirement/installation at the time of executing the scope of work. The payment will be issued/released based on actual installation, configuration and commissioning.**
17. **The Emails system migration on Cloud should have feasibility of either partial OR complete email accounts migration on cloud.**
18. **The cost quoted in the bid will remain same till the contract period.**
19. **The Scope of Work will include:**
  - A. **Email Migration on O365:** A detailed technical document and solution plan, which will provide a thorough and clearly-defined plan for a seamless migration to Office 365 including a significant focus on the communication and training requirements.

#### **Office 365 Readiness Assessment, Onsite Discovery, and Planning**

- Onsite review of client systems to gather and capture information about existing infrastructure
- Identify potential challenges in this migration and pose solutions
- Recommend a solid communications and training plan for The ICSI users based on best practices such as; web based training and on desk materials.
- Determine required tasks for configuring network and DNS

- User Identity and Account Provisioning Planning
- Planning considerations to implement directory synchronization
- Plan for Active Directory Federation Services for use with single sign-on
- Exchange Online Planning
- Develop migration strategy
- Identify mailbox size and item counts that will be migrated to Office 365
- Determine mail-enabled applications and plan for configuration
- Conduct bandwidth assessment to calculate migration velocity for mailbox data

### **Preparing Environment for an Office 365 Deployment**

- Implement enterprise wide training with employees through different forms of communication
- Prepare end user documentation on Outlook and the new Office 365 environment
- Assist with Domain Verification and Office 365 Registration
- Add and verify the ICSI.EDU domain name with Office 365
- Create DNS records to configure the ICSI.EDU domain name for use with Office 365 services
- Configure on-premises AD for directory synchronization
- Deploy and configure Active Directory Federation Services to enable single sign-on
- Exchange Online Service Configuration
- Configure email coexistence with existing server and Exchange Online
- Mailbox quotas and archival/retention policies
- Anti-spam and malware protection
- Configure client computers and end-user experience

### **Migration and Cutover**

- Assign licenses to users
- Migrate and synchronize mailbox data to Exchange Online
- Update DNS to point to Office 365
- Configure Outlook Web Access and Exchange ActiveSync for mobile phones and devices where applicable
- Perform Post-migration Service Testing of Office 365 functionality

### **Post Deployment Support and Office 365 Administration Training**

- Have resources on-site and able to augment The ICSI support staff on the week after the migration is completed.
- Onsite or Webinar Training with IT Staff.
- Administering Office 365 Services.
- Office 365 Admin Best Practices.
- Managing DirSync.
- Administering Microsoft System Center.

### **MANDATORY REQUIREMENTS**

- The vendor will provide and execute the Office 365 migration plan
- All archive (if required) and current users data will have to be included in this migration
- Office 365 will have to be in full production after Go live

- The vendor will be responsible to setup any licensing required for this implementation
- The vendor will require a thoughtful and detailed plan around communication and training
- The vendor will provide detailed end user documentation, with screen shots and easy to read instructions, covering how to use Outlook and Office 365, and web-based training.

**Email System on MS Cloud O365:** Existing Microsoft Exchange 2007 server version Email accounts (with same domain name i.e. **firstname.lastname@icsi.edu**) with email data need to move/Migrate on Microsoft Cloud O365 and Provision of Email account user license in academic version. (Minimum 100/50 GB mail box size, unlimited personal cloud storage, , Unlimited email storage with In-Place archiving, advanced email with archiving, Email Data Backup facility, Office applications, Services and tools, Advanced Email Security, prevention of threats like phishing and zero-day malware and etc.).

Bidder need to prepare and present a complete migration & support plan and project execution schedule with timelines within Twenty (20) days of purchase / work order with all minute details to ICSI so that a smooth migration can be achieved. Migration plan & support plan will be vetted and approved by ICSI before further proceedings. Email migration will be done initially with some pilot test accounts and complete functionality will be tested and verified with them. Once the functional testing and understanding of the pilot phase is completed the production email accounts will be migrated as per the migration plan.

Mails in O365 environment should work completely independent of the current ICSI setup. There should not be any dependency on existing infrastructure and messaging with all features should work in isolation of current ICSI setup. Mailbox and account management will be done separately for O365 environment.

During migration if any update or configuration is required on client side (desktops/Laptops/Mobile.) will under scope of bidder only.

If any configuration changes will be required in existing network, will be taken care by ICSI IT team after bidder's suggestion and analysis. ICSI will help with credentials in DNS domain verification and MX record update but will be coordinated and executed by bidder as part of the migration process.

- 1. MS Office O365: The Email accounts may be increased or decreased based on requirement time to time and same will be informed in advance in written to service provider accordingly billing should be raised.**
- 2. The email accounts may be shifted/moved from existing plan to any other academic plans of MS O365 on cloud as and when required time to time and same will be informed in advance in writing to service provider accordingly billing should be raised for those number of email accounts and w.e.f. the date of commissioning.**
- 3. There should be a feasibility of Additional Domain Controller (OR) Domain controller authentication from ICSI Data Centre if it is required.**
- 4. Alias of email creation required.**
- 5. Email forwarding facility required.**
- 6. Email Groups creation facility required.**
- 7. All the features available within the academic plan should be available to ICSI without extra cost.**
- 8. Provision of Exchange Email O365 Cloud Admin control panel for the service account of ICSI to manage the admin activities like creation/modification/deletion/alias email/forwarding/Quota etc. of email account.**

## Current Microsoft Exchange Setup:

- Approximate No. of Mailboxes – 700
- Configured Mailbox DBs – 4
- Approximate Size of total mailboxes – 3 TB
- Microsoft Exchange Server Version – 2007
- No. of Exchange Servers – 3 (Email Inbox, Hub-Cash and Edge-Transport)
- Client Platforms – Web, Outlook 2007, 10, 13 and above, Mobile phones (Android, iOS etc.).
- Outlook anywhere enabled with valid certificate.
- Location of employee's:
  - Approx. 100 at head office ICSI HQ Lodi Road Office
  - Approx. 300 at head Office ICSI Noida
  - Approx. 200 at 4 RO's and 70 CO's offices all over India.
  - Approx. 100 working remotely
  - Approx. 50 email groups

## Key Features:

- Provision of performing automatic security updates and Exchange cloud Cumulative version Updates without any downtime and additional cost.
- Allows any new features to be utilized right away by email account user.
- Provision of the ease of management.
- Services provide functionality: email communication, calendar and meeting scheduling, and contact management.
- Web versions of Word, PowerPoint, Excel, OneNote, and Outlook
- Desktop versions of Office on up to 5 PCs or Macs per user.
- Office apps on up to 5 tablets and 5 phones per user.
- Inform and engage with communication sites and team sites throughout your intranet using SharePoint.
- Compliance solutions with a unified eDiscovery center.
- Rights management, data loss prevention, and encryption.
- Enterprise video service for creating, managing, and sharing videos securely across an organization.
- Workflow automation across apps and services to automate business processes without writing code.
- Plan schedules and daily tasks with Microsoft Teams.
- Email with Minimum 100/50 GB mailbox.
- Unlimited personal cloud storage.
- Unlimited email storage with In-Place archiving.
- Advanced email with archiving and legal hold.
- HD video conferencing.
- Maximum number of users: unlimited.
- Host meetings for up to 10,000 people with Skype Meeting Broadcast.
- Assess risk and gain insight into potential threats with Office 365 Cloud App Security
- Control how support accesses your mailbox with Customer Lockbox
- Protect against sophisticated threats like phishing and zero-day malware with the ability to investigate and remediate attacks post-breach.
- Enhanced visibility and control of your Office 365 environment.
- Create meetings with a dial-in number that attendees can join by telephone with Audio Conferencing.



## Service Delivery Mechanism

The service provider and its team shall be responsible for delivering services as per the requests logged by ICSI time to time. All the requests on the request shall be responded to and resolved as per priority. The following table enlists the type of request that can be logged on and criteria for prioritisation along with response and resolution times.

**Table 1- 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 Email Account Requests
9	NE – Normal	
10	SR	Special Requests

**Table 2- Trouble shooting / Technical Support Requests**

Priority	Definition/Examples	Mean Time to Respond	Mean Time to Resolve
P1- Critical	Problem affecting business critical application, problem is time sensitive has direct and immediate impact to the business operations, client and end-user. No interim workaround solution is available. This type of problem requires that Technical resource cease work on other activities and focus on providing a resolution. Examples of Urgent problems are, but not limited to: email system problems, network problems impacting entire company or significant number of users	30 minutes	2 Hours
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

Priority	Definition/Examples	Mean Time to Respond	Mean Time to Resolve
P4-Low	Problems affecting documentation, process, procedures, test systems not required to be online immediately	4 Hours	2 Working Day

**Table 3- 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 an Email system, 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 an Email system, 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 has competent resources capable of handling ICSI Email System on cloud. The resources should be experts in various domains to resolve the problem.

S. No.	Service Delivery Areas	Details of Offsite Expert from Service Providers Team for Level 1 and Level 2 Support
		<b>Name</b> <b>Phone No.</b> <b>E-Mail Address</b> <b>Company Name</b>

Note: In case of multiple service providers the names of multiple persons may be included in the table.

- I. Provide management, maintenance, coordination and technical support services for the Email system on Cloud, training/hand holding and data preparation including preventive maintenance benchmarking and generating reports.

#### II. Maintenance Service

Service Provider shall keep Email System on Cloud 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.

### **III. Corrective Maintenance**

In accordance with the terms of this Agreement, Service Provider shall perform corrective maintenance on the Emails System on Cloud for all Email accounts provided and implemented by service provider.

### **IV. Penalty Terms:**

1. Rs. 2,000/- (Rs. Two Thousand only) per day OR part thereof for violation of any Clause of Tender/SLA/Purchase Order.

### **V. Upgradation of systems**

In case changes in the software/Email System on Cloud version is upgraded to a higher version Service provider has to extend their technical support and training to ICSI end user about new version of email system usage also provide documentation in this regard without any extra cost.

### **VI. Onsite Review Mechanisms at ICSI**

- (a) Weekly Review Meeting (WRM) with Account Manager at Noida Office
- (b) Monthly Review Meeting (MRM) with Program Manager at Noida office (Program manager and account manager should be different person)
- (c) Steering Committee Meeting (SCM) with competent authority once in two months or as and when required.

#### **B. Deployment of website on Cloud :**

##### **Introduction**

ICSI website ([www.icsi.edu](http://www.icsi.edu)) is powered by a content management system built on top of Python-based Django-cms. Custom modules have been developed using Django-cms custom plugin modules. Django-cms app hook is used for a global application such as events, phone directory and search.

Bidder has to provide complete comprehensive online Technical support (like Application Database deployment, SSL certification, Data Base & System administration and Security services) as managed services for this Website and provide remote access (RDP) to the ICSI Technical resource for Updation and change management in Application and DB etc.

##### **Technology Stack of the existing website**

**CMS :** Name: Customized open source django-cms, Version: v3.5.2

**Database:** Mysql (opensource), Version: 5.7

**Deployment Platform:** Ubuntu (open source), Version: 16.04 LTS

**Web Server:** NGINX as a reverse proxy server, NGINX accelerates content and application delivery, improves security, and facilitates availability and scalability for the busiest websites on the Internet. Version: 1.14.0

**Application Server:** Gunicorn 'Green Unicorn' is a Python WSGI HTTP Server for UNIX. It's a pre-fork worker model. The Gunicorn server is broadly compatible with various web frameworks, simply implemented, light on server resources, and fairly speedy.  
Version: 19.9.0

**Programming Languages:** Python 2.7, PHP 7.0

**Web Framework:** Django, Version: 1.11

**Search:** Solr search, Version: 7.4.0, django-haystack, Version: 2.0

**Javascript Frameworks:** JQuery: V3.2.1, Bootstrap: V3.3.7, Font awesome: V4.7.0  
Version: 1.0

Based on the above details mentioned the existing website has to be hosted on cloud environment. For hosting the same the basic configuration is as under:

#### **For Production and DR**

VCPU:8  
Memory: 32 GB  
SSD: 1TB  
Bandwidth transfer rate: 12 TB ( UP & DOWN)  
Number of Instances: 2 (1- Production and 1 –DR)

#### **For Content Management**

VCPU: 2  
Memory: 2 GB  
Bandwidth transfer rate: 3TB (UP & DOWN)  
Number of Instances: 1

The above configuration is for indicative purpose. The bidder should propose the solution and make necessary provisions to make the above configuration scalable.

The total number of approximate unique visitors is around 4 lakhs. The peak load and concurrency of around 20,000 users is observed twice in a year for a period of one hour. (Observed during result publishing activity)

**The DNS services of icsi.edu domain have to be migrated and maintained under cloud environment.**

#### **20. GENERAL:**

- a. **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, if it is found necessary due to any operational difficulty or any other genuine reasons.

- b. **Recovery:** Whenever under the contract through this tender, any sum of money is recoverable by ICSI from the vendor or / and payable by the vendor to ICSI, the ICSI shall be entitled to recover such sum by appropriating in part or in whole from the security deposit of the vendor. In the event of the security being insufficient or if no security has been taken from the vendor, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the vendor or which at any time thereafter may become due to the vendor under said or any other contract with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the vendor shall pay the ICSI on demand the remaining balance due along with penalty.
- c. **Dispute Resolution:** Any dispute, difference, controversy or claim (“Dispute”) arising between the vendor and ICSI hereinafter jointly to be called “parties” and singularly as “party” out of or in relation to or in connection with the bidding, work order/agreement/contract, or the breach, termination, effect, validity, interpretation or application of this Tender/bid/ work order/agreement/contract or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorized official of the parties. If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall be referred to the Sole Arbitrator who would be the Secretary of the Institute of Company Secretaries of India or any other person appointed by him as Sole Arbitrator. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force will be applicable to the arbitration proceedings. The venue of the arbitration shall be at New Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The language of the arbitration and the award shall be English. The decision / award of the arbitrator shall be final and binding on parties to the arbitration proceedings.
- d. The parties are not entitled to approach any court of law without resorting to arbitration approach.
- e. **Jurisdiction:** All disputes arising out of or relating to the tendering / bidding shall be deemed to have arisen in Delhi and only courts having jurisdiction over Delhi shall determine the same.
- f. **Right to Black List:** ICSI reserves the right to blacklist a party / bidder for a suitable period under the following circumstances:
- i. Giving false, misleading or fake information / document in the bid;
  - ii. Withdrawing the bid after opening of the Financial bids;
  - iii. Refusal to accept Purchase / Work Order at the quoted prices;
  - iv. Failure to supply goods of the ordered quantity / quality / specifications at the agreed rates within the time schedule;
  - v. Adoption of any unethical or illegal practices;
  - vi. any indiscipline behavior or hooliganism by the bidder or any of its employee(s) any other justified reason.
- EMD of black-listed Bidder shall be forfeited after giving him an opportunity of being heard. The decision of the ICSI shall be the final and binding.
- g. **Confidentiality:** The vendor acknowledges that all material and information which has and will come into its possession or knowledge in connection with this bidding

process or the performance of the work order 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 vendor 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 vendor, the ICSI shall be indemnified. The vendor agrees to maintain the confidentiality of the ICSI's information after the termination of the contract also. The vendor 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.

- h. **Sub-Contracting:** The vendor will not assign or transfer and sub-contract its interest / obligations under the Work Order / contract to any other concern / individual without the prior written consent of the ICSI.
- i. **Statutory Compliance:** The vendor will be required to comply with all statutory obligations from time to time applicable to this contract.
- j. **Force Majeure**
  - i. The vendor and ICSI shall not be liable for any failure to perform, any of its obligations under this to tender and Work / Purchase order 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. 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, 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.
  - ii. If a Force Majeure situation arises, the vendor 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 vendor 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.
- k. **Indemnity Clause:** The vendor will indemnify ICSI against all statutory liabilities present and future arising out of his bid / work order / contract. In the event of violation of any contractual or statutory obligations, the successful bidder will be

fully and solely responsible for the same. Further, in the event of any action, claim, damages, suit initiated against ICSI by any individual, law enforcement agency or government authority due to acts and omissions, the vendor will be liable to make good/compensate such claims or damages to the ICSI. As a result of the vendor action, inaction or any omissions, if ICSI is required to pay any damages to any individual, law enforcement agency or government authority, the vendor 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 vendor while settling its bills or from the amount of security deposit lying with ICSI. However, ICSI reserves its right to take legal recourse as permitted under law of the land. In case of any damage caused to the institute 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. Cancellation of Award / Work Order: The ICSI without prejudice to any other remedy, reserves the right to cancel the Award / Work Order in whole or in part by giving one (1) months' notice in writing in case the Vendor fails to discharge its obligation under this tender / Work Order without sufficient ground or found guilty for breach of condition(s) of this tender / Work Order, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or due to any other type of misconduct by the successful bidder or by its staff or agent.

- I. Termination of Agreement:** The ICSI without prejudice to any other remedy for breach of contract or fails to discharge its obligation under the contract without sufficient ground or found guilty for breach of condition(s) of the contract negligence, carelessness, inefficiency, fraud, mischief and misappropriation or due to any other type of misconduct by the successful bidder or by its staff or agent, by giving written notice of default, sent to the vendor, terminate this contract in whole or in part:
- i) If the vendor fails to deliver any or all the services within the time period(s) specified in the contract, or any extension thereof granted by the ICSI.
  - ii) If the vendor fails to perform any other obligations under the contract and
  - iii) If the vendor, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the ICSI may authorize in writing) after receipt of the default notice from the ICSI.
  - iv) Without any notice or on a notice period of maximum of 30 days.
  - v) Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall be continued by the vendor during the period of the termination notice and the same must be satisfied / completed before the contract is terminated. The ICSI may also put in place any other vendor for carrying out the remaining work and expenditure incurred on same shall be recovered from the defaulting vendor.

**For any details / clarifications, bidders may contact Dr. Nikhat Khan, Director, IT (Tel. No. 0120-4522019) at ICSI.**

Date: 4<sup>th</sup> May, 2019

**(A K Ghosal)**  
**Director (Purchase & Stores)**

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA  
ICSI HOUSE, C-36, SECTOR-62, NOIDA -201309

Tender No.: PC/IT/(ES&WD-Cloud)/2019-20

4<sup>th</sup> May, 2019

**Sub: Tender for Migration of Microsoft (MS) Exchange Email System to MS Cloud O365 and website (icsi.edu) deployment on cloud.**

**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 \_\_\_\_\_

(Pvt. Ltd./Limited Co.) \_\_\_\_\_

(Enclose self attested copy of document)

(c) Name of CEO/Directors \_\_\_\_\_

2. Postal Address \_\_\_\_\_

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. Any other relevant information \_\_\_\_\_

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 bidder)

**Name of the bidder** \_\_\_\_\_

**Official seal of bidder** \_\_\_\_\_

**Date** \_\_\_\_\_

- **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.**



**THE INSTITUTE OF COMPANY SECRETARIES OF INDIA**  
**ICSI HOUSE, C-36, SECTOR-62, NOIDA -201309**

Tender No.: PC/IT/(ES&WD-Cloud)/2019-20

4<sup>th</sup> May, 2019

**Sub: Tender for Migration of Microsoft (MS) Exchange Email System to MS Cloud O365 and website (icsi.edu) deployment on cloud.**

**Form II(a): TECHNICAL DETAILS**

S.No.	Particulars	Response
1.	List of existing clients to whom MS O365 email on Cloud/Similar services are giving in last Two (2) years with details of company, value of business, concerned person name & his telephone no. (Please attach full details)	
2.	A) List of existing sites/clients being maintained for MS O365 email system on cloud/Similar Services as per following: Name of the Company/Type. Contact details. B) Please indicate the proposed OEM principal/s brands you represent and your level of association	
3.	Please indicate in full the following details: A) Manpower available – Technical & Non-technical Number and name of the personnel who can provide Exchange Email System on Cloud O365 support and do trouble shooting. B) Turnover of the company for last 3 financial years (F.Y. 2015-16, 2016-17 & 2017-18) (Please attach supporting documents)	
4.	Authorization letter/Certificate from OEM as an Authorized Dealer/Partner of respective item.	
5.	Brochure of the product with detailed specifications.	

**Signature** \_\_\_\_\_  
 (Authorized signatory of the bidder)

**Name of the bidder** \_\_\_\_\_

**Official seal of bidder** \_\_\_\_\_

**Date** \_\_\_\_\_

**THE INSTITUTE OF COMPANY SECRETARIES OF INDIA**  
**ICSI HOUSE, C-36, SECTOR-62, NOIDA -201309**

Tender No.: PC/IT/(ES&WD-Cloud)/2019-20

4<sup>th</sup> May, 2019

**Sub: Tender for Migration of Microsoft (MS) Exchange Email System to MS Cloud O365 and website (icsi.edu) deployment on cloud.**

**Form II(b): Eligibility Criteria Details**

S.No	Particulars	Response Yes/No	Supporting Document Reference with Page No.
15.	The bidder shall be a company incorporated, registered under the Indian Companies Act, 1956 or Companies Act, 2013. Please attach Certificate of Incorporation / Copy of Registration Certificate (s) to be enclosed		
16.	The bidder shall have a minimum audited annual turnover of Rs. 70.00 lakhs in each financial year during last three financial years, i.e. 2017 – 2018, 2016 – 2017, 2015 – 2016( please attach copy of Audited P&L statement and Balance sheet of all the three years i.e. 2017 – 2018, 2016 – 2017, 2015 – 2016.)		
17.	Bidder should have at least Five (5) years of experience in similar kind of projects. Submit the documents as proof.		
18.	Bidder should have experience of previous project of similar kind of projects at least 3 Purchase Orders has to be submitted as documentary proof.		
19.	The Principal Manufacturer (OEM) for Software/license will provide a certificate of warranty/support for Five (5) years in the name of the Institute. This certificate is to be submitted by the bidder with the technical bid		
20.	The authorization letter/Certificate from the Principal Manufacturer as an Authorized Dealer/Partner.		
21.	Submission of Tender Fee		
22.	Submission of EMD or valid NSIC / MSME certificate/document		
23.	PAN (Please attach self-attested photocopy of the documentary proof to be submitted)		

24.	GSTIN Code (Enclose self-attested photocopy)		
25.	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 software, license and support related to Similar Kind of Projects being maintained are to be provided against each client. Kindly also provide name and contact details of the concerned officials of each clients.		
26.	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).		
27.	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).		
28.	The bidder must have adopted ITIL best practices and a valid ISO certification as on the date of submission of the bid ISO 9001:2008 / Equivalent certificate for quality and ISO 27001/ ISO 20001 Equivalent certificate for Data Security and Management. (Please attach supporting document)		

**NOTE:**

- i. Tender document each and every page has to be signed and stamped by bidder.
- ii. Conditional bids will be summarily rejected.

Name and Signature of Bidder  
with Corporate Seal

**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

**Sub: Tender for Migration of Microsoft (MS) Exchange Email System to MS Cloud O365 and website (icsi.edu) deployment on cloud.**

Sir,

This is with reference to the **Tender No.: PC/IT/(ES&WD-Cloud)/2019-20** due on \_\_\_\_\_. We are interested to participate in the **Tender for Migration of Microsoft (MS) Exchange Email System to MS Cloud O365 and website (icsi.edu) deployment on cloud dated \_\_\_\_\_, 2019**. We declare that:

- i) We have read and understood the terms and conditions given in the tender/ quotation Document;
- ii) We are eligible for award of the contract as per the qualification criteria mentioned in the tender/ quotation Document;
- iii) We accept and agree to all the terms and conditions of the tender/ quotation;
- iv) We shall comply with all the terms and conditions of the tender/ quotation ;
- 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.

(Signature of the Bidder)

Printed Name

Designation

Official seal/ stamp

Date:

**Standard terms and condition of Service Level Agreement**

**1. Forfeiture of Security Deposit and Invoking of Bank Guarantee**

ICSI shall have the right to invoke the Bank Guarantee and to forfeit the security deposit if Service Provider 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.

**2. Compliances of Law:-**

“A. Service Provider shall carry out the Services in strict compliance with all relevant laws and regulations of the State or Territory within India where the Services are being rendered and in accordance with the conditions of any permit, license or concession relating to any part of the Services, whether held by Service Provider, ICSI or any other concerned party.

B. Service Provider shall indemnify and hold ICSI harmless from and against any liability, penalty, cost or expense suffered or incurred as a result of Service Provider failing to comply with any law, or regulation, or such permit or license relating to any part of the Services.”

**3. Payment of Taxes:-**

A. Service Provider shall be responsible for and shall pay all taxes, duties, excises, assessments or other charges of any kind or nature whatsoever levied by any government or governmental body on or in connection with the Services including without limitation sales taxes, duties, customs, levies, service tax and any other tax ("taxes") levied on the equipment, supplies and any other item/service supplied by Service Provider. ICSI may withhold from payments due to Service Provider any amounts required with respect to the aforementioned taxes and to remit the same with the relevant authorities, in case of failure on the part of Service Provider.

**B. CONSIDERATION**

In consideration of services being rendered by the Service Provider under this Agreement, ICSI shall pay an amount of Rs. ----- (inclusive all taxes , GST, fees, cess, charges, surcharges etc. ) per year during the term of this Agreement. Payment by ICSI shall be made in

equated installments quarterly at the end of each quarter on receiving the bill from Service Provider. After the expiry of the term the service charges shall be revised as per mutual agreement between the parties

#### **4. Intellectual Property Rights**

Service Provider shall ensure that it holds all necessary patents, license rights and other proprietary rights required in respect of any device or method used by it while conducting the Services. Service Provider shall indemnify and hold ICSI harmless from and against any liability, penalty, cost or expense suffered or incurred as a result of Service Provider failing to comply with this obligation.

#### **5. Indemnity**

a. Service Provider shall be solely liable for and shall indemnify ICSI, its officers, servants, employees and agents against all liabilities, losses, claims and expenses of any nature whatsoever arising from any personal injury or illness (including death) of any nature whatsoever and any penalty, loss, damage or destruction to any property whether real or personal where such liability arises out of or in connection with the conduct of the Services whether under common law, under statute or otherwise. The Service Provider further covenants and agrees to indemnify and keep at all times indemnified the ICSI against any loss or damage that the ICSI may sustain directly or indirectly as a result of the failure or negligence of the Service Provider or its employees to faithfully carry out its obligations under this agreement and further to pay for all 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 defense of the claim.

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

#### **6. FORCE MAJEURE**

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

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

#### **7. Confidentiality of Information**

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

shall promptly notify the other Party in writing of such disclosure. For purposes of this agreement "Confidential Information" means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and / or (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

b. Any software / hardware material, product specifications, financial information, documents covered under this agreement shall be confidential information and deemed to be in private domain and it shall not be made public or shared with any other party without the prior written consent of the ICSI. All such information/material shall be treated as confidential for a minimum period of two years after this agreement comes to an end or as agreed from time to time.

c. Provided that upon the expiration, cancellation, or termination of this Agreement, each party shall, upon the written request of the other party, return or destroy, to the satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.

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

#### **8. Genuine Software**

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

#### **9. TERMINATION**

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

The ICSI without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving one **(1)** 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 (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.

**10. 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.

**11. Governing Law**

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

**12. Dispute Resolution:-**

Any dispute, difference, controversy or claim (“Dispute”) arising between the Parties out of or in relation to or in connection with this Agreement, or the breach, termination, effect, validity, interpretation or application of this Agreement or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorised official of the parties. If, for any reason, such Dispute cannot be resolved amicably by the Parties, the same shall be referred to the sole arbitration to be appointed by 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 language of the arbitration and the award shall be English. The decision / award of the arbitrator shall be final and binding.

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

The relationship of Service Provider to ICSI under this Agreement shall be that of an independent contractor. The acts/performance and actions taken by either party in furtherance of their respective activities of operation shall not bind the other except to the extent provided under this Agreement. The acts performed and action taken by either party that do not fall under the Agreement shall have binding effect on the other to the extent they are reduced to writing and the prior consent of the other party is obtained.

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.

**14. Non-Exclusive Agreement**

The agreement between the ICSI and Service Provider is a non-exclusive agreement. The ICSI shall be free to enter into any such agreement with any other service provider during currency or the extended currency of this Agreement.

**15. Complete / Entire Agreement:**

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



**16. Representations and Warranties**

The Parties represent and warrant that they have relevant authority and permission under the applicable laws/ rules/ notifications or by virtue of the order/ instruction/ directive from the relevant authority to enter into this Agreement.

**17 Non Waiver:**

Failure to exercise by either party of any right under this Agreement in one or more instances shall not constitute a waiver of those rights in another instance. Such waiver by one Party of any of the rights established herein shall not be considered as a waiver of another right established herein. A provision or right under this agreement shall not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by all the parties.

**18 Severability**

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

**19. Assignment & Sub-Letting**

Neither party shall assign or sub-let any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other. However, nothing in the foregoing shall be affected in the event of there being a merger, amalgamation or takeover of the business/ management of a party. In such an eventuality all the rights and obligations shall automatically be vested with the entity with which such party has been merged or is taken over.

**20. Notices & Notifications:**

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

**21. Alteration and Modification**

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

**22. Headings:**

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

**23. Precedence:**

In the event of any ambiguity or doubt or dispute on the terms and conditions applicable, the order of precedence for the purposes of resolving such ambiguity, doubt or dispute shall be:

- (1) This Agreement
- (2) The Attachments (if any)
- (3) The Purchase / Work Order
- (4) The Offer / RFP / Tender

**24. Jurisdiction of Courts:**

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

**THE INSTITUTE OF COMPANY SECRETARIES OF INDIA**  
**ICSI HOUSE, C-36, SECTOR-62, NOIDA -201309**

Tender No.: PC/IT/(ES&WD-Cloud)/2019-20

4<sup>th</sup> May, 2019

**Sub: Tender for Migration of Microsoft (MS) Exchange Email System to MS Cloud O365 and website (icsi.edu) deployment on cloud.**

**PART 'C' (FINANCIAL BID)**

The bidder has to quote rate inclusive of all i.e. cost of Email on cloud license and support, cost of technical resource, tools and tackles, consumables, enabling services or any other arrangement required to be available for **Migration of Microsoft (MS) Exchange Email System to MS Cloud O365 and website (icsi.edu) deployment on cloud** as per terms of the contract including statutory taxes and duties except GST which is to be shown separately as per the financial bid format.

(figure in Rs.)

S. No	DESCRIPTION	Unit	Qty.  (A)	Unit Price per Year  (B)	Amount per Year (C)= A*B	Taxes (GST)  (D= C*18%)	Total Amount per Year (E= C+D)
1	Cost of MS Exchange Email on MS cloud O365 data migration of email user accounts each year. <b>Minimum 100 GB mail box size</b> , unlimited personal cloud storage, , Unlimited email storage with In-Place archiving, advanced email with archiving, Email Data Backup facility, Office applications, Services and tools, Advanced Email Security, prevention of threats like phishing and zero-day malware etc.	Nos	200				
2	Cost of MS Exchange Email on MS cloud O365 data migration of email user accounts each year. <b>Minimum 100 GB mail box size</b> , unlimited personal cloud storage, , Unlimited email storage with In-Place archiving, advanced email with archiving, Email Data Backup facility, Office applications, Services and tools.	Nos	200				

3	Cost of MS Exchange Email on MS cloud O365 data migration of email user accounts each year. <b>Minimum 50 GB mail box size</b> , unlimited personal cloud storage, , Unlimited email storage with In-Place archiving, advanced email with archiving, Email Data Backup facility, Office applications, Services and tools.	Nos	300				
4	Additional Email Cost in future during the contract period.	Nos	1				
5	Any additional Services to configuration, migration and installation etc. (One Time Cost)	Nos	1				
6	Cost for Technical support and services of Email on cloud each year.	Nos	1				
7	Cost of hosting and Technical Support each year for website ( <a href="http://www.icsi.edu">www.icsi.edu</a> ) on cloud based on scope mentioned in Scope part B including DNS records maintenance.	Qty	1				
8	Cost of Additional resources per Instance if required (Optional).	Qty	1				
9	Additional cost for Application and DB deployment (.Net Application, SQL DB, IIS, RAM, CPU, HDD storage, backup, Bandwidth etc.) per Unit (Optional)	Qty	1				

**Note:**

- 1. The number of Email accounts may be increased or decreased based on requirement time to time and same will be informed in advance in written to service provider accordingly billing should be raised.**
- 2. The number of Email accounts may be shifted/moved from existing plan to other academic plans of MS O365 on cloud as and when required time to time and same will be informed in advance in written to service provider accordingly billing should be raised.**
- 3. The cost quoted in the bid will remain same till the contract period.**

HSN Code .....

Note :- Five (05) years on site comprehensive Exchange Email System on Cloud License warranty, and Website ([www.icsi.edu](http://www.icsi.edu)) services on Cloud support of with response time of 4 hours call attending support after logging the complaint has to be provided and failure to do so will attract penalty of Rs.1000/- per hour in case of default after 04 hours. The issue must be resolved within 24 hours of lodging the complaint. In case of default, a penalty of Rs.1000/- per day also would be levied. In case alternate solution is provided, the actual services on cloud should be resolved within Seven (7) days of lodging the complaint. In case of default, a penalty of Rs.1000/- per day also would be levied.

Delivery : C-36, Sector-62, Noida (U.P.)

Date:

Name and Signature of Bidder  
with Corporate Seal  
Mobile No.

**Annexure - 3**

<b>S.No.</b>	<b>Proficiency Criteria</b>	<b>Maximum Marks</b>	<b>Marks Distribution Criteria</b>	<b>Bidders response with details and proof wherever necessary</b>
1	No. of years in existence as on the issue date of the tender	10	<ul style="list-style-type: none"> <li>• 10 or More than 10 years = 10 marks</li> <li>• More than 5 years = 5 marks</li> <li>• 7 or More than 7 years = 7 marks</li> <li>• More than 4 years = 4 marks</li> <li>• 5 or More than 5 years = 5 marks</li> <li>• More than 3 years = 3 marks</li> <li>• Less than 5 years = 3 marks</li> </ul>	
2	Number of ongoing Similar kind of Service contracts.	10	<ul style="list-style-type: none"> <li>• 9 or More than 9 = 10 marks</li> <li>• 7 or More than 7 = 7 marks</li> <li>• 5 or More than 5 = 5 marks</li> <li>• Less than 5 = 3</li> </ul>	
3	Number of Similar kind of Service contracts executed in past 5 years	10	<ul style="list-style-type: none"> <li>• 10 or More than 10 = 10 marks</li> <li>• 7 or More than 7 = 7 marks</li> <li>• 5 or More than 5 = 5 marks</li> <li>• Less than 5 = 3</li> </ul>	
4	Number of ITIL/CCNA/CCNP/MCS E/MCSSA/AWS/MS Azure qualified professionals FMS Engineers on payroll of the company.	10	<ul style="list-style-type: none"> <li>• 10 or More than 10 = 10 marks</li> <li>• 8 or More than 8 = 7 marks</li> <li>• 5 or More than 5 = 5 marks</li> <li>• Less than 5 = 3</li> </ul>	
5	Quality of Service (Customer Feedback / at least 2 Client of the vendor for similar projects). Please provide details of relevant customers for the last two years with their contact details and performance certificate issued from the customer if any	10	Will be given by the ICSI Technical Evaluation team.	
6	Turnover of the Company for the immediate previous financial year (Rs)	10	<ul style="list-style-type: none"> <li>• More than 10 crores = 10 marks</li> <li>• More than 8 crores = 7 marks</li> <li>• More than 6 Crores = 5 marks</li> </ul>	

			<ul style="list-style-type: none"> <li>• 4 crores or More than 4 crores = 2 marks</li> </ul>	
7	Quality certifications	5	<ul style="list-style-type: none"> <li>• CMMi level 5 certificate = 5 marks</li> <li>• CMMi level 4 certificate = 4 marks</li> <li>• CMMi level 3 certificate= 3 marks</li> <li>• ISO/equivalent certificate/ less than CMMi level 3 = 2 marks</li> <li>• No Certifications = 0 marks</li> </ul>	
8	Presentation on understanding of scope of work, Email Management, Methodology of the requirement implementation in responding to the tender, Proactive approach for smooth functioning, Quality assurance of the deliverables. Documentation on project execution.	25	Will be given by the ICSI Technical Evaluation team after the Presentation.	
9	Cloud Support Technical Resource Engineers	10	<ul style="list-style-type: none"> <li>• 30 or More than 30 = 10 marks</li> <li>• 20 or More than 20 = 8 marks</li> <li>• 10 or More than 10 =4 marks</li> <li>• Less than 10 = 2</li> </ul>	

**Date:**

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

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