



CORRIGENDUM

The following clauses in the tender document may be read as under:

Page No.	Existing Clause	Revised Clause
Page No. – 11 PART 'C' Financial Bid	Make/Model:-Cyberoam UTM	Make/Model:- Fortinet UTM

Other terms & conditions of “Tender for Maintenance of Comprehensive onsite AMC and license of Firewall UTM / Analyzer Hardware” dated July 14, 2017 remains the same.

The bidders may take note the above changes.

Date: July 25, 2017
Director (Admin.& Purchase)

A.K Srivastava



**THE INSTITUTE OF
Company Secretaries of India**
IN PURSUIT OF PROFESSIONAL EXCELLENCE
Statutory body under an Act of Parliament

Tender Cost Rs.200/-

**Tender Document for Maintenance of Comprehensive onsite AMC and license of Firewall
UTM/ Analyzer Hardware**

Part – A

**THE INSTITUTE OF COMPANY SECRETARIES OF INDIA
'ICSI HOUSE' 22 INSTITUTIONAL AREA LODI ROAD NEW DELHI-110 003**

Tender No:ICSI:2017(Firewall / Analyzer AMC)

Date:July 14, 2017

Sealed tenders are invited for maintenance of comprehensive onsite AMC and License of Firewall UTM/Analyzerhardware as per the details given in the Part “C” of the Tender Document. The terms and conditions governing the instant Tender are as under:-

1. The tender document may be obtained during working hours from **July 14, 2017 to July 28, 2017 (till 1.00 PM) on all working days on payment of Rs.200/-** from the Reception Counter of the Institute by submitting a demand draft in favour of **“The Institute of Company Secretaries of India”, payable at New Delhi**. The tender document can also be downloaded from the website of the Institute (www.icsi.edu) for which parties would be required to enclose a demand draft of **Rs.200/-** towards the cost of the tender document along with their quotes, failing which the tender shall be out rightly rejected.
2. The sealed tenders are to be submitted in prescribed format on your business letter head duly stamped and signed and dated on each page of Part ‘A’ & ‘B’ and ‘C’ as their unconditional acceptance to the terms prescribed by the Institute. Details/supporting documents wherever applicable, if attached with the tender should be duly authenticated by the vendor/s.No over-writings shall be accepted unless authenticated with full signature of the vendor/s.
3. Each tenderer shall submit the tender in two separate sealed envelopes, Part ‘A’ & ‘B’ along with EMD should be put in envelope No. 1 (Please mark the envelope as **“No. 1 – Technical Bid”**), Envelope No. 2 will contain only Part ‘C’ (Please mark the Envelope as **“No.2 – Financial Bid”**). Both the sealed envelopes bearing No. 1 and 2 are to be put in main envelop i.e. Envelope No. 3.
4. The sealed quotation duly super-scribed, **“Tender Document for Maintenance of Comprehensive onsite AMC and license of Firewall UTM/Analyzer Hardware on July 28,**

2017 by 3:00 PM”, should be addressed by name to **ShriDinesh Chandra Arora, Secretary**, The ICSI and sent at the Institute’s address given below either by registered post/speed post/or by dropping in the tender box placed at 3rd floor of Institute’s Office at C- 36, Sector – 62, Noida& should reach on or before **3 PMon to July 28, 2017**.

Address:

Shri Dinesh Chandra Arora
Secretary
The Institute of Company Secretaries of India
ICSI House, **(IIIrd Floor : Tender Box)**
C-36, Sector 62,
Noida-201309

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

5. The Technical Bid shall be opened on **to July 31, 2017 at 11:30 AM** in the Institute of Company Secretaries of India at ICSI House, 22 Institutional Area, Lodi Road, New Delhi in the presence of those tenderer(s) who wish to be present. No separate communication will be sent in this regard. In the event of due date being a closed holiday or declared Holiday for Central Government offices, the due date for opening of the bids will be the following working day at the appointed date, time and venue.
6. ICSI shall have the right to assess the competencies and capabilities of the Tenderer by going through the credentials given in the Technical Bid, by doing the vendor’s site visit for evaluating the credentials through observation and discussion, taking client’s feedback and on the basis of such credentials, ICSI may reject the candidature of the Tenderer without assigning any reason. In such case(s) the Financial Bid shall not be opened for that particular Tenderer. The Financial Bid of only those parties who qualify in the technical scrutiny shall be opened and time and date for opening the financial bid shall be intimated separately.
7. Non acceptance of the terms and conditions as stated in Part A and non submission of the stipulated Earnest Money Deposit (EMD) shall render the tender invalid. Only tenderers whose INFRASTRUCTURE particulars as stated in Part A &B are determined to be in consonance with Institute’s requirements shall be considered further in the Tender Evaluation Process.
8. **Bidder is necessarily to be an authorized service provider of the firewall OEM and has to submit the proof for the same.**
9. **Bidder is required provide AMC and licenses of the firewall UTM/Analyzer device including Firmware, Email Filtering, Anti-Virus, Anti-Spam, IDP, Web & Application Filter, Anti Malware, Intrusion Prevention System & 24x7 Email Support with back to back maintenance support of the OEM. Proof against the same is to be submitted by the bidder.**

10. Terms & Conditions

- A. The vendors are required to study the Institute's hardware as per the configuration/specifications as indicated in Part C while quoting for the maintenance charges for the same.
- B. The term "maintenance" implies comprehensive maintenance which will cover replacement of all defective parts/equipment of Firewall UTM/Analyzer. The vendors will have to ensure the availability of spares and consumables of the hardware under maintenance.
- C. The Firewall UTM/Analyzer hardware is located in its ICSI-Noida office at C-37 Sector 62 Noida. The hardware may also be shifted and installed in ICSI Lodi Road, New Delhi Office of the Institute and other sites of Institute within Delhi/NCR. The selected vendor will be required to install it in the new site at no additional cost and maintain the system in the mentioned sites.
- D. Annual Maintenance Charges will be paid on quarterly basis at the end of each quarter for the preceding quarter and the rates quoted shall remain valid for a period of One(1)/Two(2)/Three(3) Years as per the option to be selected by the ICSI. However in exceptional case the Institute on the advice of Purchase committee may consider any other payment proposal of the vendor if it is justified and suits to the Institute.
- E. Bids shall be valid for 90 days from the date of opening of bids.
- F. You will be responsible for the trouble free integrated working of the hardware and software.
- G. The response time for domain specialist for attending to faults for the Firewall UTM/Analyzer will be two (2) hours after they are reported to you. You will rectify the faults within maximum Four (4) hours of lodging the complaint failing which you will arrange temporary replacement of the equipment and ensure that services are restored. In case you fail to meet any of these requirements, penalty at the rate of Rs.2000/- per day or part thereof for delay shall be imposed after which the Institute will have the right to arrange repairs/replacement at the cost and risks of vendor. In case the standby is provided, the original equipment should be repaired and returned within maximum 7 (seven) days of taking it failing which penalty @Rs.1000/- per day or part thereof for the delay will be imposed. The vendor will document each & every complaint made to it verbally, telephonically or in writing. For each complaint the time of lodging the fault and closing of the issue must be clearly mentioned.

H. Payment of any kind what-so-ever will not be made to the vendor except the one mentioned in the related work order/tender.

I. Escalation matrix up to the level of CEO must be provided with phone numbers and e-mail addresses of all personnel in the matrix.

11. Earnest Money Deposit (EMD)

i. The Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees Twenty Thousand only) in the form of Demand Draft/pay order drawn in favour of “THE INSTITUTE OF COMPANY SECRETARIES OF INDIA” payable at New Delhi only is to be submitted along with the technical bid.

ii. Tenders received without the prescribed Earnest Money Deposit (EMD) shall not be entertained and shall be rejected summarily.

iii. The EMD to the successful bidder shall be refunded after receipt of Performance Security. The EMD to the unsuccessful bidder should be refunded without any interest/Bank commission/collection charges within 30 days after award of the contract / work order.

12. Impound Of EMD

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

- i. the bidder withdraws his bid;
- ii. the bidder does not accept the Purchase / Work Order;
- iii. the bidder fails to supply goods / services as per the terms of the Tender and Purchase / Work Order.
- iv. any other justified 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

13. Security Deposit

Security deposit / performance guarantee of 5% of the total Contract value in the form of bank guarantee from Govt. Sector Bank is to be submitted by the Agency immediately within 7 days of the execution of the agreement to cover any loss or damage caused to or suffered by the ICSI due to acts of commission and omission by the Agency or any failure on the part of Agency in fulfilment of terms and conditions of the contract and conditions contained in the agreement. The bank guarantee should be valid for a valid a period of up sixty days beyond the expiry of contract period. The vendors registered with NSIC, CPO, DGS&D etc. are also be required to submit requisite Security deposit / performance guarantee. EMD shall be refunded to the successful bidder on receipt of performance guarantee. If desired by the successful bidder in writing, the EMD may be converted into the Performance security and balance amount shall be deposited to complete the Performance Security.

14. Amendment of Tender Document

a. At any time, prior to the date of submission of bids, Institute may, for any reason, at its own initiative modify tender document by amendments.

b. The amendments shall be notified on Institute’s web site, i.e. at <https://www.icsi.edu> and these amendments will be binding on all the Bidders/Applicants.

- c. In order to afford prospective Bidders/Applicants a reasonable time to take the amendment into account in preparing their bids, Institute, at its discretion, may extend the deadline for the submission of bids suitably.

15. **Cancellation of Tender**

Tender may be cancelled under the following circumstances;

- a) Where there specifications of the goods is not standard and generic.
 - b) Where tenders received do not fulfill the required specifications laid down in the Tender Notice even after techno-commercial clarification.
 - c) Where the price quoted appears to be unreasonably high or ring prices seem to have been quoted and there is possibility of getting lower rates.
 - d) Where there is sudden slump in the price of material in question after opening of tenders.
 - e) Requirement ceases to exist.
 - f) Any other reason in the interest of the Institute.\
16. The quantities indicated in Part –“C” is tentative and may be increased/decreased at the sole discretion of the Institute and the vendor shall have no right to claim any minimum/definite volume of business.
17. All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the arbitrator to be appointed by the Secretary of the Institute of Company Secretaries of India, New Delhi. The award of the sole arbitrator shall be final and binding on both the parties under provisions of the Arbitration and Reconciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force. Place of such arbitration proceedings shall be at Delhi.
18. **CONFIDENTIAL INFORMATION:** 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. The bidder has to sign a standard Non Disclosure Agreement (NDA) of the ICSI in this regard.
19. Secretary of the Institute reserves the right to accept or reject any or all tender/s received and such decision shall be final.

20. The bidder has to sign a Service Level Agreement (SLA) with the ICSI on the basis of the tender terms within 10 days of issuing the work order.

21. **Black-Listing** - A bidder would be liable to be black-listed under 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 other justified reason.

22. **Force Measure**

Notwithstanding anything else contained in this TENDER, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control (including without limitation any delay caused by the acts of governments, acts of God, natural or social calamities, strikes, riots in any region, network failure, terrorist attack, war declared and undeclared) provided however that any delay by the supplier of the Party so delaying shall not relieve that Party from liability for delay except where such delay is beyond the reasonable control of the supplier concerned.

Subject to the party so delaying promptly notifying the other party in writing of the reasons for the delay (and the likely duration of the delay), the performance of such party's obligations shall be suspended during the period that the online circumstances persist and such party shall be granted an extension of time for performance equal to the period of the delay. Save where such delay is caused by the act or omission of the other party (in which event the rights, remedies and liabilities of the parties shall be those conferred and imposed by the other terms of this Agreement and by law).

23. **Confidentiality**

Bidder / Vendor shall not use or disclose any Confidential Information of the ICSI except as specifically contemplated herein. For purposes of this TENDER "Confidential Information" means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

24. **Termination for Default**

The ICSI may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the agency, terminate this contract in whole or in part:

- i. If the agency 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 agency fails to perform any other obligations under the contract and

- iii. If the agency, 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.

25. Arbitration

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 officials of the parties. If, for any reason, such Dispute/difference/controversy cannot be resolved amicably by the Parties, the same shall be referred to the arbitration of the Sole Arbitrator to be appointed by the Secretary/ President of the Institute of Company Secretaries of India. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force will be applicable to the arbitration proceedings. The venue of the arbitration shall be at New Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The language of the arbitration and the award shall be English. The decision / award of the arbitrator shall be final and binding.

26. Jurisdiction

All disputes arising out of this work order are subject to the jurisdiction of Courts in Delhi/ New Delhi.

27. For any further details/clarifications, Shri A.K Rath, Director, IT may be contacted (0120-4522008).

28. Duly filled in and signed Declaration & Acceptance of Terms and Conditions, as per Performa enclosed in Part "D".

Date: July 14, 2017
Director (Admin.& Purchase)

A.K Srivastava

PART – B

**THE INSTITUTE OF COMPANY SECRETARIES OF INDIA
'ICSI HOUSE', 22 INSTITUTIONAL AREA, LODI ROAD
NEW DELHI – 110 003**

Tender No: ICSI: 2017(Firewall/AnalyzerAMC)

Date: July 14, 2017

TECHNICAL / INFRASTRUCTURAL BID

Sl.No.	Particulars.	Response
1	Name and complete address of the Tended Company	
2	Tele/Fax/E-mail/Cell No. Of the tendered company	
3	Contact person's name & residence telephone No.	
4	Details of registered office, if any along with contact person's name and tele. No.	
5	Legal status i.e. public / private limited / any other along with documentary evidence	
6	Composition of Directors/ Partners etc	
7	Income-tax registration number along with documentary evidence	
8	A) CIN number of the company B) Goods and Service Tax Registration number with documentary evidence C) TAN of the company D) Please also specify, if you are registered with appropriate Authority under Works Contract Act, 1999. (Please provide details)	
9	List of existing clients to whom similar hardware maintenance service under AMC has been provided in last 1 year with details of	

	company, value of business, concerned person name & his telephone no. (Please attach full details)	
10	<p>A) List of existing sites being maintained for the similar hardware as per following: Name of the Company/Type of Hardware being maintained/No./Last Year's turn over.</p> <p>B) Please indicate the hardware principal/s brands you represent and your level of association</p>	
11	<p>Please indicate in full the following details:</p> <p>A) Manpower available – Technical & Non-technical Number and name of the personnel who can provide hardware support and do trouble shooting.</p> <p>B) Turnover of the company for last 3 financial years (Please attach supporting documents)</p>	
12	Paid up capital of the firm.	

Date:

Name and Signature of bidder
With Corporate seal

Part C:
THE INSTITUTE OF COMPANY SECRETARIES OF INDIA
'ICSI HOUSE' 22, INSTITUTIONAL AREA,
LODI ROAD NEW DELHI110003

Tender No: ICSI: 2017(Firewall/Analyzer AMC)

Date: July 14, 2017

FINANCIAL BID

SR NO	Product Details	Description	QTY	Comprehensive Onsite AMC	BASIC PRICE (in Rs.)	GST (in Rs.)	Any other Charges (in Rs.)	Total Amount (in Rs.)
1	a) Make/Model:- Cyberoam UTM. Model No :- FG240D Firmware Version: v5.2.9,build736 (GA) Serial Number: FG240D4613802710 FG240D3914800441	Comprehensive onsite AMC with back to back OEM Support and license of Firewall UTM including Firmware, Email Filtering, Anti-Virus, Anti-Spam, IDP/Web & Application Filter, Anti Malware, Intrusion Prevention System & 24x7 Email Support	2	1 Year				
				2 Years				
				3 Years				
	b) FortiAnalyzer- FAZ200D Firmware Version v5.4.1- build1082 160629 (GA) Serial Number FL200D3A14000300	Product:FortiAnalyzer -200D Version :5.4.1 GA Build Number :1082	1					

***Note: The Warranty period of this Firewall / Analyzer is going to expire on 2nd December 2017. So AMC will start after this date.**

Date:

With Corporate seal

Name and Signature of bidder

Part 'D' Declaration & Acceptance of Terms and Conditions

To,
The Secretary
Institute of Company Secretaries of India
ICSI House, 22, Institutional Area,
Lodi Road, New Delhi-110003

Sub:Tender for _____
Sir,

This is with reference to your **tender for** _____ due on _____ . We are interested in participate in the tender. We declare that:

- i) We have read and understood the terms and conditions given in the quotation / tender Document;
- ii) We are eligible for award of the contract as per the qualification criteria mentioned in the quotation / tender Document;
- iii) We accept and agrees to all the terms and conditions of the quotation / tender;
- iv) We shall comply with all the terms and conditions of the quotation / tender;
- v) All the information / documents provided in this bid are true to the best of his 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 his cost and risk and he shall indemnify the Institute for the loss caused due to the cancellation and we shall be liable for penal / legal action including black listing.
- vi) We understand that the Institute reserves the right to cancel the quotation / tender at any stage or to 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:
Business Address: