



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

**Tender
For
Scanning, Indexing and uploading of Records**

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Important Date & Information		
1.	Cost of Tender	Rs. 200/- (Rupees Two Hundred only)
2.	Earnest Money Deposit	Rs. 1000/- (Rupees One Thousand Only)
3.	Publish Date	28 th July, 2017
4.	Last date and time for Sending Pre-Bid Queries in writing	3 rd August, 2017 by 1:00 PM
5.	Pre-Bid Meeting date, time & venue	3 rd August, 2017 at 3:00 PM Venue : ICSI, C-36, Sector-62, Noida - 201309
6.	Bid Validity	90 days from the date of submission of bids
7.	Last Date of Submission of Bids	11 th August, 2017
8.	Address for submission of Bids	The Institute of Company Secretaries of India, ICSI House, C-36, Sector-62 (3 rd Floor: Tender Box), Noida -201309
9.	Venue, Date and time of opening of Technical Bids.	Address as above. Date: 14 th August, 2017
10.	Date and time of opening of commercial bids.	Will be intimated in due course to technically short listed bidders only
11.	Contact details	Ms. Priyanka Singh, Executive Admin. (Training & Placement) Phone: 0120 – 408 2154 E-mail: priyanka.singh@icsi.edu
12.	Institute Website	www.icsi.edu

Statement of Confidentiality

The information contained in this Tender Document or subsequently provided to Bidder(s) / Applicants whether verbally or in documentary form by or on behalf of Institute of Company Secretaries of India (hereinafter "ICSI") or by any of their employees or advisors, shall be subject to the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided. The purpose of this Tender document is to provide the Bidder(s)/Applicants with information to assist the formulation of their proposals. This Tender Document does not purport to contain all the information each Bidder/Applicant may require. This Tender document may not be appropriate for all persons, and it is not possible for the ICSI, their employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder/Applicant who reads or uses this Tender document. Each Bidder/Applicant 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.



1. INTRODUCTION:

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

ICSI invites sealed offers from bidders’ for “Scanning, Indexing and uploading of Records”

Sealed offers are invited by the Institute of Company Secretaries of India (ICSI), located at “ICSI House”, C – 36, Sector 62, Noida for “Scanning, Indexing and uploading of Records”.

The terms and conditions governing the tender are as under:

1. The tender document may be obtained during working hours from 28th July, 2017 to 11th August, 2017 between 10.00 AM and 1.00 PM on all working days on payment of 200/- from the Reception Counter of the ICSI at “ICSI House” C – 36, Sector 62, Noida on cash payment or by submitting a demand draft of same amount 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 ICSI (www.icsi.edu) for which parties would be required to enclose a demand draft of 200/- towards the cost of the tender document along with their quotes, failing which the tender shall not be entertained.
2. The sealed tender are to be submitted in prescribed format on your business letter head duly stamped, dated and signed on each page of the tender document as unconditional acceptance to the terms prescribed by the ICSI therein. Details/supporting documents wherever applicable, if attached with the bid should be fully authenticated by the Bidder/s.
3. **The Sealed bids are to be submitted in two separate envelopes**
 - a. **TECHNICAL BID:** Sealed Technical Bid, along with a Demand Draft of 1000/- (Rupees One Thousands only) towards EMD, drawn in favour of “THE INSTITUTE OF COMPANY SECRETARIES OF INDIA” payable at NEW DELHI, and other requested document mentioned in Part ‘A’, placed in sealed envelope super-scribed “**TECHNICAL BID –Tender For Scanning and uploading of Records**”. Tender Document received without EMD shall not be entertained.
 - b. **FINANCIAL BID:** Sealed Financial Bid placed in a separate envelop super-scribed: “**FINANCIAL BID –“Tender for Scanning and uploading of Records**”.

The above mentioned two sealed envelopes should bear the name and complete postal address of the bidder. Sealed envelopes containing Technical Bid and Financial Bid should be placed in a bigger envelop super-scribed “**TenderforScanning and uploading of Records**”. This bigger envelop, should be addressed to

Address:

The Secretary
The Institute of Company Secretaries of India
ICSI House, C-36, Sector-62 (IIIrdFloor : Tender Box)
Noida- 201309

And must reach to the ICSI head office either by Registered Post/Speed Post/Courier or submitted by hand at R&I Section counter or dropping in the quotation box placed at ICSI House, C-36, Sector-62, 3rd floor, Noida not later than **3:00 PM on 11th August, 2017**.

Tenders received after the stipulated date and time shall not be entertained under any circumstances whatsoever. The ICSI shall not be liable for any postal delays what so ever.

2. Scope of Work

Scanning, Indexing and uploading of each page of records in the respective folders on the share point portal of ICSI in PDF searchable formats

- (i) The bidder will make their own arrangement for scanning, Indexing and uploading of records as per the requirement of Directorate concerned.
- (ii) Images of documents like Letters/Forms/Certificates attached (PDF Form), Photograph (JPEG/Other Formats), Signature (JPEG/Other Formats) shall be uploaded on Portal.
- (iii) 100% correctness of data is the essence of this work

3. Quantum of Work

Approximately 70,000 number of pages of different sizes (Sample Sizes will be available for inspection)

4. Eligibility Criteria

1. The Bidder shall be a company incorporated, registered under the Companies Act, 2013
2. Bidder must have valid GST registration number and Income tax registration number (PAN).
3. The GST has rolled out with effect from 01.07.2017. For implementation of GST in ICSI, Firms which have not migrated to or registered with GST regime will not be able to participate in any tender of this Institute. Any offer received from the firms/bidder without GST registration details will be summarily rejected.
4. The Bidder/Applicant must not have been declared bankrupt / insolvent or should not have filed for bankruptcy / insolvency in the past five years or in the process of being declared bankrupt / insolvent before any designated authority in any country.
5. The Bidder/Applicant should not have been black-listed by central/ state governments/ PSUs.

5. Evaluation of Technical Proposals

- a. The GST has rolled out with effect from 01.07.2017. For implementation of GST in ICSI, Firms which have not migrated to or registered with GST regime will not be able to participate in any tender of this Institute. Any offer received from the firms/bidder without GST registration details will be summarily rejected.
- b. Proposals which are not supported by adequate proof / Supplementary documents will not be evaluated.
- c. The Evaluation Committee shall evaluate the Technical Proposals only for those bidders who satisfy the eligibility criteria. The Technical proposals which are unsigned and incomplete shall not be evaluated. The technical proposals will be evaluated on the basis of their responses; evaluations will be based on documentary evidence submitted by the bidder with respect to selection criteria. A Proposal shall be rejected at this stage if it does not respond to important aspects of the TENDER.

6. Public Opening and Evaluation of Financial Proposals

- a. After the technical evaluation is completed, the bidders who qualify in the Technical Proposal Evaluation shall be informed in writing about the time and location for opening the Commercial Proposals. Bidder's attendance at the opening of Commercial Proposals is optional but it shall be recorded and signed by all present.
- b. Commercial Proposals shall be opened publicly in the presence of the bidder's representatives who choose to attend. The name of the bidders whose technical proposal is found responsive (i.e. identified bench mark) shall be read out. These Commercial Proposals of the bidders qualifying in Technical Proposal shall be then opened, and the prices read aloud and recorded.
- c. Prices shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding.
- d. Any discrepancy relating to prices quoted in the offer across different sections of the bid, only prices given in the prescribed format given in this TENDER shall prevail.

7. Award of Contract

Award of Contract will be based on Evaluation of the commercial bids of the technically qualified bidders on lowest quote basis.

8. Payment Terms

- a) No advance payment shall be made
- b) Payments shall be subject to deductions of any amount for which the Bidder is liable under the agreement against this contract. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the prevailing income- Tax Act and any other taxes as on the date of invoice submission and/or payment date, whichever is higher.
- c) All Payments shall be made in Indian Rupees only.
- d) No bill less than Rs. 10,000/- (Rupees Ten Thousand only) to be submitted as running bill at one time and payment would be made within 30 days from the date of completion of the work as per our satisfaction.

9. Earnest Money Deposit (EMD)

- i. The Earnest Money Deposit (EMD) of Rs. 1000/- (Rupees One 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.

10. 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

11. 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.

12. 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.

13. Bid shall remain valid for 90 days from the date of opening of bids. A bid valid for a shorter period shall be rejected.

14. The Technical Bid shall be opened on **14th August at 11:00 AM** in the Institute of Company Secretaries of India at ICSI House, C-36, Sector-62, Institutional Area, Noida. Bidder or their authorized representatives, (not more than one person) may be present at the time of opening of tender, if they so desire. No separate communication will be sent in this regard. In the event of due date being a close day or declared holiday, the due

date for opening of the bids will be the following working day at the appointed date, time and venue.

15. 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.

16. 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).

17. 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.

18. 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.

19. Jurisdiction

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

20. For any details / clarifications, Ms. Priyanka Singh, Executive Admin. (Training & Placement) Phone: 0120 – 408 2154 E-mail: priyanka.singh@icsi.edu may be contacted.

Date: July 28, 2017

A K Srivastava
Director(Admin.&Purchase)

Part 'A' TECHNICAL BID

S. No.	Particulars.	Response
1	Name and complete address of the Company	
2	Tele/Fax/E-mail/Cell No. of the company	
3	Legal status i.e. Public / Private along with documentary evidence	
4	Detail of Contact Persons authorized by the bidder to execute documents on its behalf, with ICSI (Designation, Tel, E-Mail, Mobile)	
5	Details of registered office, if any along with contact person's name and Contact detail (Tel / Mobile & E-Mail)	
6	Income-tax registration number along with documentary evidence	
7	GST registration number along with documentary evidence	
8	Current similar assignments on hand	

Place:

SIGNATURE OF THE APPLICANT

Date:

NAME & DESIGNATION SEAL OF ORGANISATION

Part 'B' COMMERCIAL BID

S.No.	Activity	Cost per Page (in INR)	GST (in INR)	Other Charges (in INR)	Total Cost per Page (in INR)
1	<p>Scanning, Indexing and uploading of each page of records in the respective folders on the sharepoint portal of ICSI in PDF/JPEG/Other formats</p> <p>The bidder will make their own arrangement for Scanning, Indexing and uploading of records as per the requirement of Directorate concerned.</p> <p>Images of documents like Letters/Forms/Certificates attached (PDF Form), Photograph (JPEG/Other Formats), Signature (JPEG/Other formats) shall be uploaded on Portal.</p> <p>100% correctness of data is the essence of this work</p>				
2	Specify entity other than above, if any				
3	Tax (as per Govt. rules)	%			
4	Total Cost (in Figures)				
5	Total Cost in (Words)				

Place:

SIGNATURE OF THE APPLICANT

Date:

NAME & DESIGNATION SEAL OF ORGANISATION

Part 'C' 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 Scanning, Indexing and uploading of Records

Sir,

This is with reference to your **Tender for Scanning, Indexing and uploading of Records** due on 11th August, 2017. 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: