

**CORRIGENDUM**

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

<b>Page No.</b>	<b>Existing Clause</b>	<b>Revised Clause</b>
Page No. – 8 <b>ELIGIBILITY CRITERIA</b>	a. The bidder shall be a company incorporated, registered under the Indian Companies Act, 1956 OR subsequent version.	a. The bidder shall be a company incorporated, registered under the Indian Companies Act, 1956 OR subsequent version. The bidder may also be Partnership firm / LLP.

Other terms & conditions of “**RFP for ‘Development of Android and iOS based Mobile Application for GOLDEN JUBILEE FUNCTION OF THE ICSI’**” dated July 31, 2017 remains the same.

The bidders may take note the above changes.

**Date: August 02, 2017**

**A.K Srivastava  
Director (Admin. & Purchase)**

Purchase: 2017-18(MAGJF)

July 31, 2017

**REQUEST FOR PROPOSAL (RFP) / TENDER  
FOR  
Development and Implementation of  
Android and iOS based Mobile Apps  
For GOLDEN JUBILEE FUNCTION OF THE ICSI**

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

<b>Important Dates and Information</b>	
Cost of Tender	Rs. 200/-
Earnest Money Deposit	Rs. 20,000/-(Rupees Twenty Thousand Only)
Tender Publish Date	31 <sup>st</sup> July, 2017
Last date and time for Sending Pre-Bid Queries in written	2 <sup>nd</sup> August, 2017 by 2:00 PM
Pre-Bid Meeting	3 <sup>rd</sup> August, 2017 at 10:00 AM at C-37, Sector-62, Noida
Last Date and Time For Receipt Of Bids	7 <sup>th</sup> August, 2017 by 3:00 PM
Date & Time Of Opening Of Technical Bid	7 <sup>th</sup> August, 2017 at 3:30 PM
Institute's Website	<a href="http://www.icsi.edu">www.icsi.edu</a>

### **Statement of Confidentiality**

The information contained in this RFP 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 their employees or advisors, shall be subject to the terms and conditions set out in this RFP Document and all other terms and conditions subject to which such information is provided. The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP Document does not purport to contain all the information each bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the ICSI, their employees or advisors to consider the investment objectives, financial situation and particular needs of each bidder who reads or uses this RFP document. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP 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 RFP document. ICSI may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

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

Purchase: 2017-18(MAGJF)

Date: 31<sup>st</sup> July, 2017

**Sub: RFP for 'Development of Android and iOS based Mobile Application for  
GOLDEN JUBILEE FUNCTION OF THE ICSI'**

Dear Sir,

The Institute of Company Secretaries of India (Institute / ICSI) is a statutory body set up by an Act of Parliament i.e. Company Secretaries Act, 1980 for the regulation and development of profession of Company Secretaries. 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.

The Institute proposes for **Development of Android and iOS based mobile Application for GOLDEN JUBILEE FUNCTION OF THE ICSI** as per enclosed RFP document and accordingly sealed quotations are invited as stated in the said document.

The RFP documents may be obtained during working hours from 31<sup>st</sup> July, 2017 to 7<sup>th</sup> August, 2017 between 10.00 AM and 1.00 PM on all working days (except Saturday, Sunday & Gazette Holidays) from the Reception counter of the Institute on payment of non-refundable RFP cost of Rs. 200/- by Cash / Demand Draft drawn in favour of "**The Institute of Company Secretaries of India**" payable at "New Delhi". The RFP documents can also be downloaded from the website of the Institute ([www.icsi.edu](http://www.icsi.edu)) for which Bidder would be required to enclose a demand draft of Rs. 200/- as mentioned above towards the cost of the RFP document along with their quotes, failing which the Bid shall not be entertained.

The sealed quotations/bid is to be sent to Shri Dinesh Chandra Arora, Secretary, The Institute of Company Secretaries of India, by name at the Institute's Headquarters in the envelope super scribing Quotation for 'Development of Android and iOS based Mobile Application for ICSI'.

Thanking you,

Yours faithfully,

**A K SRIVASTAVA**  
**Director (Admin. & Purchase)**



Purchase: 2017-18(MAGJF)

Date 31<sup>st</sup> July, 2017

**Development of Android and iOS based Mobile Application for GOLDEN JUBILEE  
FUNCTION OF THE ICSI**

**PART – ‘A’ RFP DOCUMENT  
Instructions and Terms & Conditions**

Sealed quotations for ‘**Development of Android and iOS based Mobile Application for GOLDEN JUBILEE FUNCTION OF THE ICSI**’ as per details given in the “Part-C” of the RFP document are invited by the Institute of Company Secretaries of India (ICSI). The terms and conditions governing the instant RFP are as under:-

1. The sealed quotations are to be submitted in prescribed format on business letter head of the bidder duly stamped and signed and dated on each page of Part ‘A’, ‘B’, ‘C’ & ‘D’ as their unconditional acceptance to the terms prescribed by the Institute. Details/supporting documents wherever applicable, if attached with the quotation should be duly authenticated by the Bidder (s). No overwriting shall be accepted unless authenticated with full signature of the Bidder (s).
2. Each Bidder shall submit the bid in two separate sealed envelopes, Part ‘A’, ‘B’ & ‘C’ along with EMD should be put in Envelop No. 1 (Please mark the envelope as “**No.1 – Technical Bid**”, Envelop No. 2 will contain **only** Part ‘D’ (Please mark the Envelope as “**No.2 – Financial Bid**”. Both the sealed envelopes bearing No. 1 and 2 are to be put in the main envelop i.e. Envelop No.3.
3. The sealed quotation duly super scribed, “**Development of Android and iOS based Mobile Application for GOLDEN JUBILEE FUNCTION OF THE ICSI**”, should be addressed by name to **Shri Dinesh 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 third floor of Institute’s Noida Office at C-36, Noida & should reach on or before **7<sup>th</sup> August, 2017 by 3:00 PM**

Address:

Shri Dinesh Chandra Arora  
Secretary  
The Institute of Company Secretaries of India  
ICSI House, C-36, **(Third Floor: Tender Box)**  
NOIDA – 201 309.

4. Quotations received after the stipulated date and time shall not be entertained. The Institute shall not be liable for any postal delays what so ever.
5. The Bidders/Applicants are advised to study the requirements of the Institute in detail before submitting their application/bid and the presentation.
6. Non acceptance of any of the terms & conditions as stated in RFP document shall render the bid invalid.
7. Incomplete quotations shall be rejected out rightly. No alterations, amendments or modifications shall be made by the Bidder in the Notice Inviting Bids, Instructions to the Bidder, Contract Form, and Conditions of the Contract, Drawings and Specification and if any such alterations are made or any special conditions attached, the bid is liable to be rejected without reference to the Bidder. Please note that all the information as desired needs to be provided. Incomplete information may lead to rejection of Bid.
8. The **Technical Bid** shall be opened on **7<sup>th</sup> August, 2017 at 3:30 P.M.** in the Institute at ICSI House, C-36, Sector – 62, Noida 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 Central Government offices, the due date for opening of the bids will be the following working day at the appointed date, time & venue.
9. 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 parties who qualify in the technical scrutiny shall be opened and time and date for opening the financial bid shall be intimated separately.

10. Prices quoted should be FOR Institute's premises (ICSI) Headquarters New Delhi and ICSI-Noida at Noida. Prices quoted in the bid shall expressly be *inclusive of all statutory taxes, fees, cesses, duties, levies, charges, surcharges* inclusive of all statutory and other components etc. (net to the Institute). No component of cost / tax shall be paid by the ICSI unless the same is included specifically in the quotations.
11. Institute's usual payment terms are 30 days from the date of receiving the bills upon receiving of User acceptance testing separately for application & CMS tool.
12. Delivery period should be mentioned clearly in the proposal keeping in view that the Apps will be launched in the golden jubilee function on 4<sup>th</sup> October, 2017. Penalty for the late delivery and installation would be levied at the rate of half percent per week subject to a maximum of 10 percent of the value of

the order as has not been supplied during the stipulated period. In case of delay beyond fifteen 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 selected bidder.

13. While Part "C" describes specifications desired by the Institute, Bidder(s) are also welcome to quote for richer specifications, which will be considered at the sole discretion of the Institute.

14. The quotation shall be valid for at least 90 days from the date of opening of quotations.

#### **GENERAL:**

15. **ELIGIBILITY CRITERIA:** The bidder should fulfil the following eligibility criteria. Documentary proof against each criteria is required to be submitted separately along with the Bid (hard copy and soft copy both). Non-submission of any documents or submission of incomplete, misleading or false information may render the bid liable for out rightly rejection or cancellation.

- a. The bidder shall be a company incorporated, registered under the Indian Companies Act, 1956 OR subsequent version.
- b. The bidder should not have been barred / blacklisted / disqualified by any Regulators / Statutory Body / government body in India & abroad. A suitable disclosure shall be made to this effect in a separate letter head of the applicant Company.
- c. The bidder 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. A suitable disclosure shall be made to this effect in a separate letter head of the applicant Company.
- d. The bidder firm should have average annual turnover of Rs. 1,00,00,000 (Rupees One Crore) during the last 3 financial years. Proof in this regard is to be submitted by the bidder.
- e. The bidder should have at least 10 relevant technical manpower (System Analysts/Software developers) in addition to other manpower to take up this project. Proof in this regard is to be submitted by the bidder.
- f. The bidder needs to provide the list of technical manpower along with their resume, who will be involved in this project.
- g. The bidder should have successfully developed similar mobile application in the past. Recent Work Orders and Implementation Certificates from at least two firms need to be submitted.

16. ICSI at its sole discretion 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 RFP and the bidder shall execute the work at the specified rates without any extra charges or compensation within the stipulated period.



17. The acceptance of a bid shall rest with the ICSI. ICSI does not bind itself to accept the lowest bid and reserves to itself the right to reject any or all the bid received without assigning any reason(s) whatsoever and any notice to bidder. Non acceptance of any bid shall not make the ICSI liable for compensation or damages of any kind. ICSI further reserves the right to accept a bid other than the lowest or to annul the entire bidding process with or without notice or reasons. Such decisions by ICSI shall be final and bear no liability whatsoever consequent upon such decisions.
18. 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 RFP by issuing an addendum/corrigendum. Any such amendment issued along with the original RFP document will constitute Revised RFP. The addendum/corrigendum will be uploaded on the ICSI website. The Bidders are requested to visit the website frequently to check for any amendments. 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. Any Corrigendum, Clarifications etc shall be binding on the Bidders and shall be given due consideration by them while they submit their bids.
19. The ICSI may at any time during the Biding process but before opening the technical 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.
20. During evaluation of the bids, the ICSI may at its discretion, ask the Bidder for clarification of its bid and the same has to be provided within the time period minimum one day as specified by ICSI and in case of a default it will be deemed that bidder has no clarification to submit and the bid is liable to be evaluated and/or rejected accordingly. The request for clarification and the response shall be in writing and no change in clarification submission date, price or substance of the bid shall be sought, offered or permitted.
21. ICSI may terminate the RFP process at any time and without assigning any reason. ICSI makes no commitments, express or implied, that this process will result in a business transaction with anyone.
22. This RFP does not commit ICSI to award the contract. Further, no reimbursable cost may be incurred in anticipation of award. The bidder shall bear all costs associated with the preparation and submission of its bid, and the ICSI shall in no case be responsible or liable for any such costs, regardless of the conduct or the outcome of the bidding process.
23. This RFP does not constitute an offer by ICSI. The bidder's participation in this process may result in ICSI selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by ICSI to execute a contract or to continue negotiations. ICSI may terminate negotiations at any time without assigning any reason.

## **24. Earnest Money Deposit**

- a) The quotations must be accompanied by Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees Twenty Thousand only) in the form of Demand Draft/Pay Order payable at New Delhi. Quotations received without Earnest Money Deposit shall not be entertained.
- b) The EMD of the bidder shall be forfeited in the following circumstances:-
  - (i) the bidder withdraws, amends, impairs or derogate 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.
- c) The earnest money of unsuccessful bidder will be refunded without any interest/bank commission/collection charges within 30 days, after the order has been issued in favour of successful bidder.
- d) The earnest money of successful bidder will be refunded without any interest/bank commission/collection charges after the receipt of the goods/services as per the terms of purchase/work order or receipt of Performance Security, whichever is earlier.

## **25. Security Deposit**

The bidder whose Bid is accepted by ICSI shall be required to give a security deposit for faithful performance of the Bid.

The total amount of security deposit shall be 5% of the Development Cost (Entity 1, Entity 2 and Entity 3 in the commercial bid) and shall be provided by the bidder through an irrecoverable Bank Guarantee from any Nationalized Bank in favor of the Institute of Company Secretaries of India. The Bank Guarantee shall be valid for a period of 3 (Three) years (contract period) 60 days and shall be submitted within 15 (fifteen) days of the award of work. In case Bidder fails to execute the work as per the RFP documents /Work Order / Service Level Agreement (SLA); or fails to deliver the satisfactory after sales service within the warranty/AMC period, the ICSI shall have the right to invoke the said Bank Guarantee and to forfeit the security deposit / earnest money deposit. No interest will be payable by ICSI on the Bank Guarantee / security deposit/ earnest money deposit, so held.

In case of contravention of the any of the terms and conditions as stated in the RFP documents /Work Order / Service Level Agreement (SLA) or if the Bidder withdraws or amends, impairs or derogates from the Bid /Work Order / Service Level Agreement (SLA) in any respect within the period of validity of the Bid / Work Order / Service Level Agreement (SLA) or fails to execute agreed Service Level Agreement (SLA), ICSI shall have the right to invoke the

said Bank Guarantee and to forfeit the security deposit / earnest money deposit and such decision of the ICSI shall be final.

In case of any damage or loss caused to the Institute due to breach of terms or conditions of the RFP documents /Work Order / Service Level Agreement (SLA), negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the Bidder or its staff, employees, representatives, agents, the Bidder shall make the loss good. The Institute shall have right to adjust the damage / loss suffered by it from the security deposit / earnest money deposit/ bank guarantee and / or to charge penalty as decided by the Institute. Decision of the Institute in this respect shall be final & binding.

Whenever under this RFP documents /Work Order / Service Level Agreement (SLA), any sum of money is recoverable from and payable by the Bidder, the Institute shall be entitled to recover such sum by appropriating in part or in whole from the security deposit / bank guarantee / earnest money deposit of the Bidder. In the event of the security deposit / bank guarantee / earnest money deposit being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Bidder which at any time thereafter may become due to the Bidder under this or any other Bid / contract with the Institute. If this sum is not sufficient to cover the full amount recoverable, the Bidder shall pay the Institute on demand the remaining balance.

## **26. Other Conditions**

- a) Every page of the Bid shall be signed on the left side bottom corner by the person or persons submitting the Bid in token of his/their having acquainted himself / themselves with the general conditions etc as laid down. Bid is liable to be treated as defective and liable to be rejected, if any of the pages is not signed. All erasures and alterations made while filling the Bid must be attested by initials of the Bidder. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the Bid liable for rejection. No advice of any change in rate after the opening of the Bid will be entertained.
- b) All proposed Software/hardware and services must be demonstrable at the time of proposal submission and must be in production. Maintenance and support must be provided as part of the proposal. All items submitted in the proposal must be fully supported by the manufacturer/bidder. The selected bidder will be required to assume all responsibility for delivery, installation, testing of all hardware and support services offered in their proposal(s) whether or not the bidder is the producer or manufacturer.
- c) Estimated cost of any Software/device including up-gradation, supply, installation and implementation of upgraded versions of software product (updates /upgrades) etc would be without any extra cost.

- d) If in case bidder feels that some additional items such as hardware & Accessories, software, services etc are not covered in the RFP and BID, which are required for Successful installation & functioning of "Mobile Apps" at ICSI, the bidder should add cost of the same to the relevant service item and should provide detailed break-up of the same.
- e) In case any part of the provided solution are found to be insufficient to support ICSI's requirements post submission of bid, the bidder will provision the same at no extra cost to ICSI.
- f) ICSI reserves the right to reject any item/software of implemented solution, if found unsuitable and /or not conforming to the approved specifications at any point. The rejected items/software, if any, shall have to be taken back and replaced forthwith at the cost of the bidder. No payment will be made for rejected software/items.
- g) During warranty period, service/maintenance of application/hardware, all driver software up gradation, installing patches and related services shall also be performed at no extra cost.
- h) All inquiries concerning this RFP should be submitted in writing via e-mail to Sh. A K Rath Director of Information Technology at [asit.rath@icsi.edu](mailto:asit.rath@icsi.edu) with a copy to Sh. Ankur Yadav Joint Secretary Senior Grade at [ankur.yadav@icsi.edu](mailto:ankur.yadav@icsi.edu)

#### **27. Warranty/AMC**

- a) Standard Warranty/AMC for supplied software/apps shall include free maintenance of the software/apps. The defects, if any shall be attended to within 4(four) working hours and must be resolved within maximum 24 hours.
- b) The successful Bidder shall be required to execute a Service Level Agreement (SLA) for the period of 3 (three) years on the basis of the RFP terms **and Standard Terms and Conditions of Contract / Service Level Agreement specifically mentioned in RFP**. The said Agreement shall form an integral part of this RFP and shall be signed within 20 (twenty) days of the award of the contract. The service charges payable under the said SLA shall be fixed and firm for entire period of the SLA. After the initial term of three years, the SLA may be renewed on yearly basis for maximum 3 years on the existing terms or such terms as may be mutually agreed in writing between the bidder and ICSI. None of the parties shall have right to claim renewal as a matter of right.
- c) Penalty of @Rs.500/-(Rupees Five hundred only) per day or part thereof shall be levied in case of not meeting any of the aforesaid conditions. All such penalties shall be limited to 10% of the development contract value and may be recovered from the bidder firm from the payments due or from the security amount / Bank Guarantee / EMD.

- d) Bidder warrants and represents that it has obtained all the requisite permissions, sanctions and authority under the applicable laws to provide services to the ICSI and owns or has the right to use or is lawfully authorized under valid and enforceable licenses/ agreements /authority from the concerned authority(ies) in terms of the applicable laws, the materials and methods and techniques and tools proposed to be used for providing services under the Agreement including all intellectual property rights comprised therein.

### **28. Liquidated Damages**

If the Bidder fails to complete the implementation of full-fledged system within the period specified in the purchase order, ICSI, shall without prejudice to its other remedies, deduct as liquidated damage 1.0(one) percent of the price of the delayed goods for every week of delay or part thereof subject to a maximum amount of 10% of the contract value. Total Penalties and Liquidated damages shall be limited to a maximum of 10% of the contract value.

### **29. Delivery Period**

The Delivery, installation & implementation will be completed within 30 (thirty) days on placement of the purchase or work order. Bidder has to deliver first release within 15 (fifteen) days and final release in next fifteen days on placement of the purchase or work order. Any delay by the Bidder in the delivery of items shall render the Bidder liable to any or all of the sanctions viz. penalty, invocation of Bank Guarantee / forfeiture of security deposit, imposition of liquidated damage, etc

### **30. Site for delivery**

The Institute of Company Secretaries of India  
'ICSI HOUSE' C-36 / C-37, Sector –62, Noida (U.P.)

**OR**

The Institute of Company Secretaries of India  
'ICSI HOUSE', 22, Institutional Area, Lodi Road, New Delhi

### **31. Cases where no specifications provided in RFP:**

In case of any work for which there is no specification in the RFP, such work shall be carried out in accordance with the directions of the ICSI or its authorized representative.

### **32. Time is the essence of the contract and the Bidder shall complete the work in all respects within the stipulated time of completion and hand over the same, complete in all respects to the satisfaction of the ICSI.**

### **33. Confidentiality**

Please note that the "Mobile Apps" related activities as specified in this contract / Service Level Agreement/ RFP document are confidential. It shall

be the responsibility of the Bidder to take all necessary precautions and measures to maintain utmost confidentiality with regard to each and every stage of work.

Further, Bidder shall not use or disclose any Confidential Information of the Institute except as specifically contemplated herein. For purposes of this RFP, "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.

### **34. INDEMNITY**

In case of failure of successful bidder to supply the goods / services of the ordered quantity / specifications / quality in the time schedule and at the agreed rates, the ICSI shall have right to purchase the same from the market at the prevalent rate and the difference between the agreed price and purchase price would be recovered from the successful bidder. Further, if the supplied items are not in accordance with the ordered items then the ICSI 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 ICSI on this account shall be recovered from the successful bidder or adjusted from security deposit.

### **35. BLACKLISTING**

Bidder would be liable to be black-listed under following circumstances:-

- Giving false, misleading or fake information / document in the bid;
- Withdrawing the bid after opening of the Financial bids;
- Refusal to accept Purchase Order at the quoted prices;
- Failure to supply goods of the ordered quantity / quality / specifications at the agreed rates within the time schedule;
- Adoption of any unethical or illegal practices;
- Any other justified reason.

EMD / Performance Security of the 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.

### **36. Claim of Interest**

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 Bidder.

### **37. ARBITRATION**

In case of any dispute, difference, claim and demands arising under or pursuant to or touching or in relation to this Tender Documents / RFP, or

interpretation of any of the terms and conditions the authorized official of the ICSI and the Bidder shall address the same for mutual resolution, failing which the matter shall be referred for the arbitration. The Arbitration proceedings shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force. The cost of the Arbitration proceedings shall be shared equally by both the parties. The award of the sole arbitrator shall be final and binding on both the parties. The venue of such arbitration proceedings shall be at Delhi.

### **38. Jurisdiction of Courts:**

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

### **39. Standard Terms of Contract / Service Level Agreement**

#### **a. Forfeiture of Security Deposit and Invoking of Bank Guarantee**

ICSI shall have the sole right without any kind of reference to the bidder 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 or any other amount due and payable to the bidder. 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.

#### **b. Compliances of Law**

- i. 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.

- ii. 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.

**c. Payment of Taxes**

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

**d. Intellectual Property Rights**

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

**e. Indemnity**

- i. Service Provider shall be solely liable for and shall indemnify and keep at all times indemnified the 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 loses, damages, costs, charges and expenses which the ICSI may reasonably incur or suffer and to indemnify and keep indemnified the ICSI in all respects.
- ii. 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.
- iii. The indemnified party shall give the indemnifying party all reasonable assistance at the expense of the indemnifying party on such claim of indemnity.



**f. 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.

**g. Confidentiality of Information**

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

**h. 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.

**i. TERMINATION**

Either party may terminate this Agreement by giving a two months' notice in writing to the other party for termination of agreement.

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

**j. Blacklisting**

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 two penalties on the Service Provider in any month.

**k. Governing Law**

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

**l. 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 arbitration. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or 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.

**m. 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 by and between the parties to this agreement that the personnel(s) employed / hired / engaged (permanent / regular / casual / contractual / temporarily / daily wagger 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.

**n. 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.

**o. Complete / Entire Agreement:**

This Agreement, it's 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.

**p. 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.

**q. 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.

**r. 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.

**s. 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.

**t. 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 or any other mode mutually agreed in writing. Any change of Address should be notified to each other.

**u. 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.

**v. 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.

**w. 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:

- i) This Agreement
- ii) The Attachments (if any)
- iii) The Purchase / Work Order
- iv) The Offer / RFP / Tender

**x. Jurisdiction of Courts:**

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

**40. Other Conditions**

For any details/clarifications, Shri A K Rath, Director, IT on telephone No. 0120-4522008, may be contacted.

## **HOW TO APPLY:**

Bidders should be careful to completely read the requirements and description of this proposal.

The eligible and interested applicants may apply against the RFP with documents of credentials including experience of working in India with clients comparable in size and complexity with ICSI, details of establishment in India including years of operation of office in India, Number of professionals in India, Resumes of senior people who are likely to lead the assignment, select reference of Senior Executives from Clients familiar with the Consultant's service etc., shall be submitted to the ICSI (as per the address furnished here below) in a sealed cover & super scribed as "RFP for Development of Android and iOS based Mobile Application for GOLDEN JUBILEE FUNCTION OF THE ICSI",

## **WHOM TO SUBMIT:**

**Shri Dinesh Chandra Arora, Secretary,**  
The Institute of Company Secretaries of India,  
ICSI House  
C-36, Sector - 62,  
NOIDA - 201309

**PART 'B' INFRASTRUCTURAL BID**  
**Format of the Proposal Response**

In order to simplify the review process and to obtain the maximum degree of comparability, the proposal shall include the following items and be organized in the manner specified on the following pages.

**I. Letter of Transmittal**

A letter of transmittal briefly outlining the bidder's/proposer's understanding of the work shall be submitted. The transmittal letter should also include general information regarding the firm and individuals involved.

**II. Profile of the Firm**

<b>S No</b>	<b>Particular</b>	<b>Response</b>	<b>Reference Bid Page no.</b>
1	Company Name		
	Legal Name (if different)		
	Full Mailing Address		
	Telephone Number		
	FAX Number		
	Web site		
	Years in Business		
	Year of establishment		
	2	Details of Indian Establishment	
Registered Office address			
Year of establishment			
Head of the Indian establishment			
3	Contact Person		
	Mobile		
	E-mail		
4	Whether registered with Registrar of Companies/ Firm. If so, please furnish details thereof (Attach certificate of incorporation )		
5	Registration with Tax authorities (PAN)		
6	Turnover in last three financial years		
7	Number of sites currently installed		
8	Number of technical/support personnel		
9	GST Registration No.		

**III. Details of the equivalent Mobile App projects executed in India or abroad**

Sl. No.	Project	Project executed for (Name of the organization with address, phone numbers etc.)	Nature of work in brief	Location of the work	Actual value of the Project	Stipulated time for completion	Actual time taken for completion

**IV. Key personnel permanently employed in your organization:**

Sl. No.	Name	Qualifications	Experience	Particulars of Project done	Employed in your firm since	Any other details

**V. Client Reference:** To be a qualified proposer, the bidder must include three (3) references with similar systems installed in its proposal response. Preference will be given to bidders with references for implementations at organizations most similar to the ICSI. References will be contacted - please verify information before submitting. Information to be included in the reference is:

Particular	Response
<b>Organization Name</b>	
<b>Address</b>	
<b>Type of Business</b>	
<b>Contact Person</b>	
<b>Telephone and Fax #s</b>	
<b>Dates of Installation</b>	
<b>Description of system</b>	



**Declaration:**

- a) The undersigned certifies Shri ----- is authorized to obligate the represented firm and further agrees with all terms, conditions, and requirements of the ICSI's Request for Proposal.
- b) We have read and understood the terms and conditions given in the RFP / Tender Document;
- c) We are eligible for award of the contract as per the qualification criteria mentioned in the RFP / Tender Document;
- d) We shall comply with all the terms and conditions of the Tender;
- e) We have no objection if enquiries are made about the work listed by us in the accompanying sheets / annexure.
- f) We confirm that we have not been barred / blacklisted / disqualified by any Regulators / Statutory Body in India and we understand that if any false information is detected at a later date, the assignment shall be cancelled at the discretion of the institute.
- g) All the information furnished by us here in above is correct to the best of our knowledge and belief. If at any stage, the information / documents are found to be false, misleading or incorrect then his Bid / Purchase Order shall be cancelled at our cost and risk and we shall indemnify the Institute for the loss caused due to the cancellation and we shall be liable for penal / legal action including black listing.
- h) We understand that the Institute reserves the right to cancel the bid at any stage or to cancel / reject any one or more bid without incurring any liability.
- i) We agree that the decision of the ICSI in selection process will be final and binding on us.

Place:

SIGNATURE OF THE APPLICANT

Date:

NAME & DESIGNATION SEAL OF ORGANISATION

**PART 'C' Scope of Work**

(I) The Institute desires to develop a Mobile App as part of entering the Golden Jubilee Year. The scope of work is furnished below. It may be noted that there may be 20% increase in the scope of work and the bidder is expected to take care of the same while submitting the commercials.

1. Google maps to show the path to the nearest office (Chapter / Study Centre), Flexible any more city can be added / marked.
2. 50 years of ICSI history (year wise) Users can give inputs (text, images, video) against each year for adding anything that we may have missed. After authentication by ICSI, it will be reflected to general user.
3. Events to be categorised City wise. On map Click the city and you get the events listed there. How to reach the venue. The events will lead to various sessions, speakers with images, and one can give their feedback on any session and speaker which can be analysed.
4. 100 images free. Animation in the form of GIF to be used.
5. Skin to be changed on daily basis (About 100 skins).
6. Message Corner – From President, Prime Minister, Cabinet Minister – Flexible (text (all fonts), images, video – any number can be added).
7. On this day - From the History (From ICSI, Global, India – Database to procured by the vendor).
8. Audio / Video Streaming service for live telecast of event on demand (Iframe for Video).
9. Mobile app will identify the stakeholders as student, members, staff, others through their mobile numbers (validation through OTP one time).
10. MIS reports to see usage of various sections, registered stakeholders list, not registered stakeholders list. (Overall list of ICSI through webADI shall be used and records maintained at server level).
11. Repository of files, Audio , Video files with Index for search. The Topic will be given while uploading file which will be used in index Search. Search option to be on the home page.
12. Two level authentication process. One for uploading other for administrator for display to public at large.
13. Share app link on user Facebook / LinkedIn / Twitter / WhatsApp / Email and others. ICSI also maintains Facebook / LinkedIn / Twitter and one can access the same through the app
14. User Section - Upload images / audio / video on how user is celebrating Golden Jubilee, which will be displayed after authentication by admin. Indexing on Topic name.
15. Personal details and self-image can be changed in the App.
16. Jingle or background music (Settings for closing music, changing background etc).
17. Least use of Internet as only changed information to be synced in background.
18. The feature “Creation of own stories” – Taking video of oneself through mobile and publishing the same on YouTube of the user and sending the URL through interface.
19. The User Interface should be neat and clean with minimal design, preferably a flat design with screens being vertically flown. All interface should be available to user within 5 seconds.
20. Bidder has to design & develop the Native Mobile application for IOS & Android.

21. The application should be easy to navigate and intuitive. The bidder should use the standard conventions, clean graphic design, easy user interface with adequate screen sizes, seamlessness, pleasing aesthetics, flow, etc.
22. The application should have an Archive section to store old documents, images, audio & video files.
23. The application should send a push notification, to the willing stakeholders regarding Announcement or Notification related to the updation in Mobile Apps OR its Contents.
24. The documents will get downloaded automatically at first time. Subsequently they should be available offline.
25. The application should have a comprehensive Content Management System (CMS) with the facility of creating multiple users in addition to the admin user and enables to provide the right to add/update/delete the options/sub-options/content from the mobile application.
26. Development should be highly structured so that any addition/deletion/modification of any new functionality /flow/UI would be easy and that would also be done by the bidder.
27. The bidder will provide 1 (One) year warranty support for the Mobile Apps from the date of the acceptance of the mobile apps.
28. The bidder has to provide the maintenance support for the developed mobile application after 1 (One) year of warranty period.
29. The bidder has to do the content updation in the mobile application from time to time on the request of the ICSI as a part of the warranty/maintenance support.
30. The bidder has to provide the required CMS (Content Management System) for updating the contents in the Mobile Apps and the requisite training so that the ICSI users will also be able to update the contents in the Mobile Apps.
31. The bidder has to provide the requisite training to the ICSI users on the developed mobile Apps.
32. The bidder will be responsible for end to end maintenance of the developed mobile Apps starting from installation to successful running of the application with optimum performance.
33. The bidder has to provide the detailed work plan for the application development along with the escalation matrix in the tender document.
34. Bidder is expected to perform comprehensive ICSI mobile application testing as a part of the project scope. The test plans, test cases and results for each of the phases will be shared by bidder with ICSI. Bidder has to facilitate User acceptance testing environment for ICSI.
35. Bidder is expected to deliver the mobile application on application store (Google Play & Apple) at the earliest. The first launch should be within 15 days of issue of work order. Additional launch should be every 15<sup>th</sup> day thereafter.
36. Bidder has to share the Design Documents based on the ICSI Requirement document for ICSI Review & Sign-off.
37. User Manual, Admin Manual, Test Cases, Test Plan and QA Results for User Acceptance testing, Application Code, Web API's, Deployment document are to be provided by the Bidder.
38. For the effective uses of the supplied software/application licenses & their functionalities, the bidder must compulsorily provide classroom training for

4 ICSI's officials at ICSI Delhi/NCR Locations. Following training needs are to be provided by bidder as part of the scope:

- Content Management Training
- Deployment & Hosting Training
- Application Submission Training
- Support Handover

The environment for software updation will also be created in ICSI before the training.

39. Intellectual Property Rights: The Intellectual Property Rights of the application will rest with ICSI. The bidder will provide the source code of the application to ICSI at the time of sign-off and also configure the same on ICSI computer.

## Part “D” COMMERCIAL BID FORM

**(To be submitted separately with Commercial Bid in a sealed envelope with soft copy in CD/Pen Drive as per terms and conditions)**

- Bidder is required to use the format in the following table to submit their Cost Proposals.
- Please add/delete lines as necessary to incorporate your fully-inclusive quotation.
- Rates Quoted should be Net Unit Rate (Unit Price + taxes + Cartage, if any) in the INR
- Kindly provide soft copy of the commercial bid in the required format (excel) in CD/USB drive along with hard copy sealed in envelop.

SNo	Activity	Cost (Inclusive of all taxes in INR)
1	Development and deployment cost of Web service API and Admin CMS system / Web Interface for User on android and iOS	
2	Access cost on android and iOS for one year <ul style="list-style-type: none"> <li>• The Google Play store Registration Fee</li> <li>• IOS Registration Fee</li> </ul>	
3	AWS cloud server hosting or equivalent per annum for both the platforms (after last deployment)	
	<b>Total</b>	
1	Annual Maintenance Cost on android and iOS including access cost and AWS cloud server hosting or equivalent cost for one year for both the platforms after warranty period	
2	Manpower per day cost to cater any additional requirements beyond the scope of Work within Warranty / AMC period	
3	Specify entity other than above with cost which is required in the project (if any)	
	<b>Total</b>	

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