



Request for Proposal (RFP)

To create and maintain database of persons willing to act as the Independent Director in the companies to be jointly developed by ICSI, ICAI, ICAI under the advice of the Ministry of Corporate Affairs, Government of India

Cost of RFP Document :NIL

EMD to be submitted with bid: Rs 50,000 (Rs. Fifty Thousand only)
by demand draft in favour of Institute of Company Secretaries of India, payable at New Delhi.

RFP Publish Date : June 20, 2014

Pre-bid Meeting : June 25, 2014 at 11.30 AM

Last date of submission :June 26, 2014 at 3.00 PM

Bid opening Date & Time :June 26, 2014 at 4.00 PM

Venue for all the above shall be ICSI House, 22 Institutional Area, Lodi Road, New Delhi-110003

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 all three Institute(s) i.e. Institute of Company Secretaries of India (hereinafter "ICSI"), Institute of Chartered Accountants of India (hereinafter "ICAI"), Institute of Cost Accountants of India (hereinafter "ICAI") 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, ICAI, ICoAI, 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, ICAI, ICAI, 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 this RFP document. ICSI, ICAI, ICAI, may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

Sub: To create and maintain database of persons willing to act as the Independent Director in the companies to be jointly developed by ICSI, ICAI, ICAI under the advice of the Ministry of Corporate Affairs

The three statutory bodies set up by an Act(s) of Parliament are jointly interested in creating and maintaining for database of persons willing to act as the Independent Director in the companies as per the advice of Ministry of Corporate Affairs. The three bodies are henceforth mentioned as **“Three Professional Bodies”** in this RFP document.

The three Professional Bodies proposes for creation and maintenance of database of persons who are willing to act as the Independent Directors in the companies through an Online portal as per this RFP document and accordingly sealed RFPs are invited for as stated in the said RFP document.

The Sealed RFPs addressed to Chief Executive, The Institute of Company Secretaries of India [the ICSI] shall be sent at the ICSI’s address along with Earnest Money, duly mentioning on top left hand corner of the sealed envelope **“RFP for Creation and Maintenance of database of persons willing to act as Independent Director in the companies”** must reach office of the Chief Executive, The Institute of Company Secretaries of India, 22, Institutional Area, Lodi Road, New Delhi either by Registered Post/Speed Post or by dropping in the quotation box placed at 3rd floor not later than 3.00 PM on June 26, 2014.

Further clarification may be taken from the undersigned.

Thanking you,
Yours faithfully,

B. Pradhan
Director (Purchase & Administration)
011-45341025/ Bhubanananda.pradhan@icsi.edu

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Introduction and General Conditions: Part ‘A’

The Institute of Company Secretaries of India (ICSI) is a statutory body set up by an Act of Parliament i.e. Company Secretaries Act, 1980 to develop and regulate the profession of Company Secretaries. It is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India, and its headquarter is located at “ICSI House”, 22, Institutional Area, Lodi Road, New Delhi-110003. ICSI has four Regional Offices at New Delhi, Chennai, Kolkata and Mumbai and under their jurisdiction 68 Chapters across India. ICSI stakeholders include approx. 40K members and 5 Lakhs students.

The Institute of Chartered Accountants of India (ICAI) is a statutory body established under the Chartered Accountants Act, 1949 for the regulation of the profession of Chartered Accountants in India. During its 64 years of existence, ICAI has achieved recognition as a premier accounting body not only in the country but also globally, for its contribution in the fields of education, professional development, maintenance of high accounting, auditing and ethical standards. ICAI now is the second largest accounting body in the whole world.

The Institute of Cost Accountants of India (erstwhile The Institute of Cost and Works Accountants of India) was established by a special act of Parliament, namely, the Cost and Works Accountants Act, 1959 as a statutory professional body for the regulation of the profession of cost and management accountancy. It has since been continuously contributing to the growth of the industrial and economic climate of the country. The head office is situated at 12, Sudder Street, Kolkata 700 016 and operates through four regional councils are Kolkata, Chennai, Delhi and Mumbai as well as through a number of important chapters situated elsewhere in India and abroad.

The above three Institute(s) namely ICSI, ICAI, ICAI (“**hereinafter referred as “Three Professional Bodies”**”) under the advice of the Ministry of Corporate Affairs (MCA) have agreed to develop jointly to create and maintain database of persons willing to act as Independent Director in the companies.

Sealed RFPs are invited by the Three Professional Bodies for “**Creation and Maintenance of database of persons willing to act as Independent Director in the companies**”, at “ICSI House”, 22, Institutional Area, Lodi Road, New Delhi-110003 as per the details given in RFP Document. The terms and conditions governing the RFP are as under:

1. The RFP document can be downloaded from June 20, 2014 to 26 June 2014 from the website of the Three Professional Bodies (www.icsi.edu/ www.icai.org / www.icmai.in)

for which bidder would not be required to pay any fee towards the cost of the RFP document.

2. RFP should be submitted in **two separate sealed covers**. First cover containing, **"TECHNICAL BID"**, should provide only technical details as per the requirements in this RFP along with literature, pamphlets, drawing etc (Hard copy and soft copy in USB/CD). The solution as proposed should also be defined under this bid. Second cover containing, **"COMMERCIAL BID"** should provide only Price, as per the Bill of Material annexed hereto. In case there are any optional items which are necessary in the efficient running of the services of Software Application mentioned in this RFP, the prices must be quoted for these Optional Items also. **Both the covers should first be sealed separately**, and then both the covers should be kept **in a single sealed bigger envelop**.
3. Bidder(s) are required to deposit Rs 50,000 (Rs Fifty thousand only) towards earnest money by way of demand draft in favour of ***"The Institute of Company Secretaries of India" payable at New Delhi***. The Earnest Money of unsuccessful bidders will be returned without any interest/Bank commission/collection charges within 30 (Thirty) days from the date of acceptance /finalization of the RFP.
4. The sealed RFPs are to be submitted in prescribed format on your business letter head duly stamped, dated and signed on each page of the RFP as unconditional acceptance to the terms prescribed by the ***Three Professional Bodies*** therein. Details/supporting documents wherever applicable, if attached with the RFP should be fully authenticated by the bidder/s.
5. The sealed covers along with Earnest Money Deposit (EMD), duly mentioning on top left hand corner of the sealed envelope, **"RFP FOR Creation and Maintenance of database of persons willing to act as Independent Director in the companies for "The Three Professional Bodies" due on 26th June 2014"** should be **addressed to Shri Sutanu Sinha, Chief Executive**, The Institute of Company Secretaries of India and sent at the Institute's address given above either by registered post/speed post/or by dropping in the tender box placed at IIIrd floor of Institute's Headquarter & should reach on or before **3:00 PM on 26th June 2014**. The Three Professional Bodies shall not be liable for any postal delays what so ever and RFP received after the stipulated time/date shall not be entertained..
6. The RFP(s) shall be opened on **26th June 2014 at 4.00 PM** in the Institute of Company Secretaries of India at ICSI House, 22, Institutional Area, Lodi Road, New Delhi in the presence of 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.

7. Non acceptance of any of the terms & conditions as stated in RFP document and non-submission of the stipulated Earnest Money Deposit (EMD) shall render the RFP invalid.
8. The whole work included in the RFP shall be executed by the Bidder and the Bidder shall not directly or indirectly transfer assign or sublet the work / contract or any part thereof or interest therein without the written consent of Three Professional Bodies.
9. **The bidder(s) are required to study the process and complete set-up while quoting for the development, implementation and maintenance charges for the proposed database. The bidder may accordingly submit the details of hardware and software required for the Creation and Maintenance of database of persons willing to act as Independent Director in the companies as a part of the technical bid itself.**
10. For any maintenance issue lodged in the helpdesk by the three professional bodies on the project, it would be the responsibility of the firm only to resolve the issue within the time line.

11. Eligibility Criteria

- a. The bidder must be a Company registered under the Indian Companies Act 1956.
- b. The bidder should have been in operation for at least three years as on 31st March, 2014 (Incorporation/ Registration Certificate required).
- c. The bidder must have a minimum turnover of at least Rs.1 crore and positive net worth in each of the preceding three audited financial years (Audited Accounts/Certificate from Auditors required).
- d. The bidder must have a dedicated manpower size of at least 10 technical resources on regular payroll for undertaking project. (Declaration from HR required).
- e. The bidder must have successfully undertaken at least three (3) such Web Based Application for creation and maintenance of any such database over the last three (3) years for Government / PSU / Institutions for Higher Education / Universities. (Copy of work order and sign-off for each of the assignments is required).
- f. Documentary proof is essential without which the proposal will be rejected. The documents submitted as proof should be self-attested. Technical and Financial evaluation will be done only for the bidders who have submitted EMD and are satisfying the above pre-qualification criteria.

12. Prices quoted in the RFP document shall expressly be *inclusive* of all statutory taxes, fees, cesses, duties, levies, charges, surcharges and other components etc. (net to three Professional Bodies) for creation and maintenance of database of persons willing to act as Independent Director in the companies and should be quoted in Part–D i.e. financial bid format. No component of cost / tax shall be paid by the Three Professional Bodies unless the same is included specifically in the quotations.
13. Incomplete quotations shall be rejected out rightly.
14. Price quoted in RFPs should be valid for one month from the due date.
15. Escalation matrix (24 X 7) up to the level of CEO/COO/CIO must be provided with mobile and fixed phone number and email address of all personnel in the matrix.
16. The aspects to be developed / managed as a part of the Development and Maintenance activity under this project are indicated in the RFP document.

17. **Security Deposit**

The bidder whose RFP is accepted by Three Professional Bodies shall be required to give a security deposit for faithful performance of the RFP.

- (a) The total amount of security deposit shall be Rs 1,00,000/-(Rupees One lacs only), out of which, the EMD of Rs 50,000/-(Rupees Fifty thousand only) shall be converted into security deposit and the balance of the security deposit amounting to Rs. 50,000/- (Rupees Fifty thousand only) 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. No interest will be payable by ICSI on the EMD / security deposit, so held. The Bank Guarantee shall be valid for the complete life cycle of the project including maintenance phase. The Bank Guarantee will be submitted by the bidder initially for a period of two (2) years and will be extended afterwards by the bidder on the basis of the progress of the project. The Bank Guarantee from nationalized Bank shall be submitted by the bidder within 15(fifteen) days of the award of the work.
- (b) In case of contravention of the any of the terms and conditions as stated in the RFP documents or if the Bidder withdraws or amends, impairs or derogates from the RFP in any respect within the period of validity of the RFP or bidder fails to execute the work as per the RFP/Work Order / SLA or fails to deliver the satisfactory performance during the period of contract, or fails to execute agreed Service Level

Agreement (SLA), the Three Professional Bodies shall have the right to invoke the said Bank Guarantee and shall also forfeit the EMD amount of Rs 50,000/- (Rupees Fifty thousand only) being part of the security deposit and such decision of the ICSI shall be final.

- (c) At any time prior to the last date for receipt of Bids, the Three Professional Bodies, 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 Three Professional Bodies website. The Bidders are requested to visit the website frequently to check for any amendments.
- (d) The Three Professional Bodies may at any time during the bidding 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.

18. Evaluation of Technical Proposals

- a. Proposals which are not supported by adequate proof / Supplementary documents or are not accompanied by an EMD will not be evaluated.
- b. The Evaluation Committee shall evaluate the Technical Proposals only for those bidders who satisfy the pre-qualification/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, applying the evaluation criteria and point system specified in the technical evaluation scoring matrix. Evaluations will be based on documentary evidence submitted by the bidder with respect to pre-qualification / evaluation / selection criteria. Each responsive proposal will be given a technical mark (TM). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP and particularly the Scope of Work or if it fails to achieve the minimum technical mark i.e. 60%.
- c. During the process of evaluation of the technical proposal, the bidder might be required to make presentation on its Proposal covering Experience/Technical Proposal including Understanding about the project, Implementation Methodology, Team Composition, Work Schedule, PERT and Activity Schedule, arrange client interactions / visits. In case presentation is required, the date and time of the presentation / interactions will be intimated individually.

19. Public Opening and Evaluation of Financial Proposals

- (a) After the technical evaluation is completed, the bidders who score a minimum of 60% in the Technical Proposal Evaluation shall be informed in writing about the time and location for opening the Financial Proposals. Bidder's attendance at the opening of Financial Proposals is optional but it shall be recorded and signed by all present.
- (b) Financial 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. The Financial Proposal of the bidders who meet the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals of the bidders who meet the qualifying mark as indicated in the RFP shall be then opened, and the prices read aloud and recorded.
- (c) The evaluation of the bids will be based on the Combined Quality and Cost Based Selection (CQCBS) Method.
- (d) Prices shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding.
- (e) 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 RFP shall prevail.
- (f) Scores of the Commercial evaluation would be weighed prorata on a scale of 30 with the Bidder with the lowest commercial quote getting 100. These commercial scores would then be added up with the 70% of the score of the technical evaluation and the Bidder getting the maximum total score out of 100 would be considered as the successful bidder and called for negotiations, if required.
- (g) **Formula for Final Bid Evaluation is**

$$Bm = .7 (TM) + .3 (Fn)$$

$$Fn = (Fmin / Fb) * 100$$

Bm is total marks of the bidder in consideration

TM is Technical Marks of the bidder in consideration

Fn is Normalized financial score of the bidder in consideration

Fb is Evaluated Cost of bidder under consideration

Fmin is Minimum evaluated cost of any bidder

20. Award of Contract

- a) The bidder with the highest score as per the formula given above will be considered for award of Contract.
- b) Three professional bodies shall award the Contract to the selected bidder by issue of Work Order (WO) and notify all bidders who have submitted proposals after award is accepted by the selected bidder.
- c) The selected bidder is expected to commence the assignment on the date and at the location specified in the WO/ Contract.
- d) If the selected bidder does not sign the Contract within the stipulated period or does not submit the Performance Guarantee within time, the WO may be cancelled and the bidder securing the next higher combined marks may be considered for award of Contract.

21. Technical Evaluation Matrix

Sl. No.	Criteria	Level	Score	Bidder's response (Please tick the applicable option)	Max Score
1	No. of years the bidder is in operation	3 years	5		8
		>3 years	8		
2	Average Annual Turnover over the last 3 Financial Years	<=INR 1 crore	3		7
		>INR 1 crore and <=5 crores	5		
		>INR 5 Crores	7		
3	Technical Team Size	Less than 10	5		7
		>=10	7		
4	Quality certifications	ISO / equivalent certification only	3		10
		CMMi Level 3	5		
		CMMi Level 4	7		
		CMMi Level 5	10		
		ISO/equivalent certificate & CMMi level 3	8		

		certificate			
		ISO/equivalent certificate & CMMi level 4/5 certificate	10		
5	Number of Web Based application software developed and implemented in the last 5 years for Government / PSU / Statuary / Institutions of Higher Education / Universities	3 projects	5		10
		>3 projects and <=5	7		
		>5 projects	10		
6	Clients (similar projects) interactions / visits / feedback	Feedback from existing clients	10		10
7	Technologies Used for client	Agile/Scrum	5		5

*To gain the above scores, the vendor has to submit the relevant supporting documents.

22. Contract Period

The period of the contract shall be initially for two (2) years from the effective date of issue of work order subject to the yearly assessment / appraisal of the performance of the bidder / Contractor by the Three Professional Bodies. If Bidder / Contractor's performance is not found satisfactory, the Three Professional Bodies may terminate the agreement by giving 15 days notice otherwise the agreement will automatically stand valid. Decision of the Three Professional Bodies in this regard shall be final.

On expiry of initial term of two years, the Three Professional Bodies reserves the right to its sole discretion to extend the contract for another one year subject to maximum two (2) years on the same terms and conditions in writing as per mutual understanding between the parties subject to the condition that the project has been successfully implemented and one year mandatory warranty support period of the project has been completed. The SLA will be applicable for development, implementation and maintenance phases. Bidder / Contractor shall have no right or claim for the extension

of the contract in any circumstances and decision of the Three Professional Bodies shall be final and absolute.

23. Time - essence of contract:

The time allowed for completing the work under RFP / contract and handing over the same shall be of the essence of the Contract and shall be strictly observed by the Bidder / Contractor. The Work shall proceed with due diligence until Final Completion. For delay, Bidder / Contractor shall be liable to pay penalty and/or liquidated damages as decided by the Three Professional Bodies and such decision of the Three Professional Bodies shall be final and final.

24. There will be a **pre-bid meeting** on June 23, 2014 at **11.30 AM** in ICSI-Delhi office located at **ICSI House, 22, Institutional Area, Lodi Road** to clarify the queries of the interested bidders.

25. The Service Provider should submit written consent that the warranty and penalty terms have been noted by them in the RFP and the SLA and is in agreement with the same.

26. The quantities indicated in the RFP are tentative and may be increased / decreased at the sole discretion of the Three Professional Bodies and the vendor shall have no right to claim any minimum/definite volume of business.

27. Three Professional Bodies 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, the Three Professional Bodies may reject the candidature of the bidder without assigning any reason and decision of the Three Professional Bodies shall be final. In such case(s) the Financial Bid shall not be opened for that particular bidder.

28. 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 communicated separately.

29. Submission of Proposal/Bid by way of e-mail is not acceptable.

30. The Three Professional Bodies reserve the right of accepting the RFP in whole or in part without assigning any reason and such decision shall be final. The part acceptance of the RFP shall not violate the terms and conditions of the RFP / contract and the bidder shall execute the work at the specified rates without any extra charges or compensation within the stipulated period.

31. The acceptance of a RFP shall rest with the Three Professional Bodies. Three Professional Bodies do not bind itself to accept the lowest RFP and reserves to itself the right to reject any or all the RFPs received without assigning any reason(s) whatsoever and any notice to bidder. Non acceptance of any RFP shall not make the Three Professional Bodies liable for compensation or damages of any kind. Three Professional Bodies 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 Three Professional Bodies shall be final and bear no liability whatsoever consequent upon such decisions.
32. The Three Professional Bodies without prejudice to any other remedy and rights, reserves the right to terminate the RFP / *Work Order / Service Level Agreement (SLA)* in whole or in part and also to blacklist the Bidder for a suitable period by giving at least seven days' prior written notice thereof in case Bidder fails to honour his bid / Work Contract / SLA or found guilty for breach of condition /s of the RFP documents / *Work Order / Service Level Agreement (SLA)*, negligence, carelessness, inefficiency, fraud, mischief, misappropriation or any other type of misconduct by such Bidder or by its employees, staff, agents, representatives etc.. In such case of termination, the "The three Professional Bodies" will have the right to put in place any other agency for carrying out the remaining work. Any extra expenditure shall be adjusted from Bank Guarantee / Security Deposit and / or shall be recovered from the Bidder.
33. The Three Professional Bodies may also cancel / terminate the RFP / *Work Order / Service Level Agreement (SLA)* in whole or in part for its convenience at any time for any reasons, without prejudice to any rights and claims which the Three Professional Bodies may have against the Bidder, by giving the Contractor at least seven days' prior written notice thereof. However, the notice period may be extended by mutual agreement till alternate arrangements are made. Further, any pending or unresolved service, function, task, performance, unpaid fees and any other remedies shall continue by the parties during the period of termination notice and the same must be satisfied before the RFP / *Work Order / Service Level Agreement (SLA)* is cancelled / terminated.
34. In such cancellation / termination the RFP / *Work Order / Service Level Agreement (SLA)* / or curtailment of the work by the Three Professional Bodies, the Bidder shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have derived by it from the execution of the work in full, but which he did not derive in consequences the full amount of the work not having been carried out, neither shall he have any claim on compensation / damage for the loss suffered by him by reason of cancellation / termination of the RFP / *Work Order / Service Level Agreement (SLA)* and of any alterations having been made by the Three Professional Bodies in the original specification or the designs and instruction which shall involve any curtailment of the work contemplated. However, the Three Professional Bodies shall pay the Bidder such portions of the Work as are due and properly invoiced under the provisions for final payment for Work performed prior to

termination. In no event, shall the total payments made to the Contractor exceed the Contract Price.

35. The Three Professional Bodies without prejudice to any other remedy and rights, reserves the right to blacklist the Bidder for a suitable period in case he fails to honour his bid / contract or found guilty for breach / violation / contravention of terms(s) and condition(s) of the RFP / *Work Order / Service Level Agreement (SLA)* or negligence, carelessness, inefficiency, fraud, mischief, misappropriation or any other type of misconduct by Bidder or its staff, agent, employee or officer etc. or by any other person directly or indirectly employed by him.
36. Whenever under this RFP documents / *Work Order / Service Level Agreement (SLA)* order any sum of money is recoverable from and payable by the Bidder, the Three Professional Bodies 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 or which at any time thereafter may become due to the Bidder under this or any other RFP / contract with the Three Professional Bodies. If this sum is not sufficient to cover the full amount recoverable, the Bidder shall pay the Three Professional Bodies on demand the remaining balance.
37. The personnel(s) employed / hired / engaged (permanent / regular / casual / contractual / temporarily / daily wager or whatever be the status / name) by the Bidder for the execution of work as provided under this RFP, shall not be employee / officer of the Three Professional Bodies for any purpose. None of such person of the Contractor shall have any right to claim anything against the Three Professional Bodies.

38. FORCE MAJEURE

- (a) Notwithstanding anything else contained in this RFP, 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.
- (b) 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).

39. CONFIDENTIALITY

Bidder shall not use or disclose any Confidential Information of the Three Professional Bodies 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 (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

40. INDEMNITY:

The Bidder shall indemnify, defend and hold and keep indemnified, the Three Professional Bodies from and against all actions, suits, decree proceedings, claims, damages, compensations, costs, expenses, liabilities and demands brought or made against the Three Professional Bodies in respect of any matter or thing done or omitted to be done by the Bidder or its employees, workmen, representatives, agents, servants or suppliers in the execution of or in connection with the Work or the Bidder's performance under this RFP and against any loss, compensations or damage to the Three Professional Bodies in consequence of any action or suit or proceedings being brought against the Bidder or its employees, workmen, representatives, agents, servants or suppliers for anything done or omitted to be done in execution of the Work under this Contract, including but not limited to non-compliance with the applicable laws, rules, regulations and directions, orders etc. of the government and local authorities, not obtaining the relevant licences and permits, infringing any patents rights.

In case of any dispute, difference, claim and demands arising under or pursuant to or touching or in relation to this RFP, the authorised official of the Three Professional Bodies and the Bidder shall address the same for mutual resolution, failing which the matter shall be referred for the arbitration to the sole Arbitrator to be appointed by the Three Professional Bodies. 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. All disputes arising out of this RFP are subject to the jurisdiction of Courts in New Delhi

41. For any details / clarifications, Shri B Pradhan, Director(phone. 011-45341025 & email id: Bhubanananda.pradhan@icsi.edu / Shri Ankur Yadav Joint Secretary (Senior Grade) - (phone - 0120-4522012 & email id: ankur.yadav@icsi.edu) may be contacted.

Date: June 20, 2014

(B Pradhan)
Director

Scope of Work: Part 'B'

SCOPE OF WORK IN BRIEF

Scope: 1. To develop a web based application portal on ownership or payment based SAAS model with following features:

- a. Create and maintain for database of persons willing to act as the Independent Director in the companies.
- b. To create a login and holding of information repository with KYC validation (using scanned credentials / online forms) and integration with existing databases of institutes with redundancy. The portal should be scalable to include the option of integrating the databases of other professional bodies / regulatory bodies in future.
- c. This portal can be accessed by companies on payment who want to go through such database and identify persons to be appointed as Independent Director from such database. The portal will provide login where search would be possible on different parameters.
- d. To fill the online form (10-15 pages) as prescribed
- e. To permit editing and printing of such forms.
- f. Generating reports as desired by the regulators. About 10 grid based reports with data export features depending on roles.
- g. The vendor should acquire payment gateways at his own end and shall integrate the same to the portal.
- h. The gateways shall accept payment via credit cards (visa, master, amex etc). Debit cards and Net Banking features to be also integrated.
- i. All the settlement reconciliation and charge back cases (reconciliation) to be taken care by the vendor itself.
- j. The vendor has to create an appropriate help desk where in support to be extended from 8.00 AM to 10.00 PM all days including holidays to extend telephonic and e-mails.
- k. Dedicated telephone numbers and email ids to be allocated for the same.
- l. The entire solutions has to be hosted by the vendor himself and all issues of maintenance has to be taken care by the vendor on pay per use model.
- m. The users creating the login will pay for the use of portal directly using payment gateway.
- n. The portal can experience high load at times therefore appropriate sizing to be done which may be around 3000 uses logging simultaneously at a time.

- o. The total users expected to pay for the use of portal may be around 50,000 Individuals and 10,000 Corporates annually (which may go upward).
- p. The portal has to be deployed on servers/cloud in India (not overseas servers) and also securities issue to be handled by vendor. Vendor can also deploy Incapsula/cloud flare etc to address the security concerns.
- q. The regular backups of the data have to be provided to "The three Professional Bodies" on regular basis (including applications, compliable latest software code backup). A DR setup will be maintained in a different seismic zone.
- r. In case vendor at any point of time wants to close the operations of this portal six months notice in advance has to be given to "The three Professional Bodies".
- s. A Non Disclosure agreement for data has to be signed by the implementation partner.
- t. In case vendor wants to exit from the project or "The three Professional Bodies" want vendor to exit, the vendor has to facilitate peaceful handover of data, application etc. and has to enable seamless handover and operations of the system.
- u. The appropriate MBA will be signed with the vendor however the work can be started immediately on approval and issuance of LOI.
- v. The project has to be ready after pilot run by 23rd July 2014 and to go on production on 25th July 2014. (The vendor who can't meet such deadlines, need not apply)
- w. The look and feel of the portal should be professional with dynamic flash images pertaining to the portal and help on each validation.
- x. The entire portal should work with full functionality on PCs, mobile devices and TABLETs on IOS/Android/Windows platform. For last three versions of browsers.

TECHNICAL BID**Details of Inputs/ Information to be provided by the Bidder**

S. No.	Items	Information /inputs to be filled by the Bidder (if required separate sheets may be enclosed)
1.	Name and address of the company, telephone number, fax, mobile number, email address	
2.	Type of organization (Whether proprietorship, partnership, private limited, limited company)	
3.	Name and address of the directors/ proprietor /partners	
4.	Year of formation of the company/ experience as a courier agency	
5.	Branches in other cities in India and abroad and contact details	
6.	Name of company's 2 largest clients, to whom company provides similar Services.	
7.	Any sister concerns and their address	
8.	Details of registration/ membership/ trade license	
9.	Total number of employees of the firm	
10.	ISO Certificate details	
11.	Income tax return for the last three financial years	
12.	Total turnover of the courier agency during last three financial years <i>(Minimum annual turnover for each year for last three years should be Rs. 1 Crores)</i>	

13.	Service tax number/ certificate / DVAT etc. (Attach a copy of the Registration Certificate / letter.)	
14.	Income Tax Permanent Account No. (Attach documentary Proof)	
15.	Change of the firm name at any time. If so, when and reason thereof	
16.	Dispute, if any	

Undertaking:

I hereby certify that all the information furnished above is true to my knowledge. I have no objection to three professional bodies verifying any or all the information furnished in this document with the concerned authorities, if necessary.

I also certify that, I have understood all the terms and conditions indicated in the RFP document and hereby accept the same completely.

Signature of the authorized signatory of the company

Official seal/ stamp

Date:

Place:

Financial Bid Format

Bill of Material

SAAS Model	Financial Quote in INR
Annual Registration Charges from users all inclusive of taxes etc	
Annual one time Subscription Charge on login creation for companies with unlimited search	
Ownership Basis	
Development / Deployment Charges	
Offsite Maintenance (Server/ Security/ Minor Modifications) Charges per annum after first year	
Annual Hosting Charges on Indian cloud	

- Evaluation shall be done for lowest cost bidder by using 50,000 Individuals and 10,000 corporates.
- Vendors are required to quote for both the models and Three Professional Bodies reserves its right to go for any one of the above models.

Undertaking:

I hereby certify that all the information furnished above is true to my knowledge. I have no objection to three professional bodies verifying any or all the information furnished in this document with the concerned authorities, if necessary.

I also certify that, I have understood all the terms and conditions indicated in the RFP document and hereby accept the same completely.

Signature of the authorized signatory of the company

Official seal/ stamp

Date:

Place:

Declaration & Acceptance of Terms and Conditions

To,
The Chief Executive (CE)
Institute of Company Secretaries of India
ICSI House, 22, Institutional Area,
Lodi Road, New Delhi-110003

Sir,

This is with reference to your RFP no: _____ due on _____. We are interested in participate in this RFP.

We have read and understood the details as given in the RFP information regarding the Scope of Work and Terms and Conditions for the selection and the same are acceptable to us. We have been given all the required information by all three professional bodies. We have submitted the required Documents as per the format. We certify that we are eligible as per the said Terms. The duly signed copies of all the RFP pages are attached herewith.

(Signature of the Bidder)
Printed Name Designation

Official seal/ stamp

Date:

Business Address: