Sealed quotations are invited by the Institute of Company Secretaries of India (ICSI), a statutory body under an Act of Parliament. It is functioning under the administrative jurisdiction of Ministry of Corporate Affairs, Government of India with its headquarters located at “ICSI House” 22, Institutional Area, Lodi Road, New Delhi-110 003 for ‘Supply, and Commissioning of Software & Licenses’ as per details given in the “Part-C” of the quotation document. The terms and conditions governing the instant quotation are as under:-

1. The sealed quotations are to be submitted in prescribed format on your business letter head duly stamped and signed and dated on each page of Part ‘A’, ‘B’ & ‘C’ 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 vendor/s. No overwriting shall be accepted unless authenticated with full signature of the vendor/s.

2. Each Tenderer shall submit the offer in two separate sealed envelopes, Part ‘A’ & ‘B’ 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 ‘C’ (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 superscribed, “Quotation for Supply, Installation and Commissioning of Software & Licenses due on February 6, 2014”, should be addressed by name to Shri Sutanu Sinha, Chief Executive, The ICSI and sent at the Institute’s address given below either by registered post/speed post/or by dropping in the tender box placed at 3rd floor of Institute’s Headquarter & should reach on or before 3.00 PM on February 6, 2014.

Address:

Shri Sutanu Sinha
Chief Executive
The Institute of Company Secretaries of India
ICSI House, 22, (3rd Floor: Tender Box)
Institutional Area, Lodi Road
New Delhi-110003
4. Quotations received after the stipulated date and time shall not be entertained. The Institute shall not be liable for any postal delays whatsoever and quotation received after the stipulated time/date are liable to be rejected summarily without giving any reason.

5. The Technical Bid shall be opened on February 7, 2014 at 11:00 AM in the Institute at ICSI House, 22 Institutional Area, Lodi Road, New Delhi in the presence those tenderer(s), who wish to be present. No separate communication will be sent in this regard. In the event of due date being a closed holiday or declared Holiday for Central Government offices, the due date for opening of the bids will be the following working day at the appointed date, time & venue.

6. ICSI shall have the right to assess the competencies and capabilities of the Tenderer by going through the credentials given in the Technical Bid and on the basis of such credentials, ICSI may reject the candidature of the Tenderer without assigning any reason. In such case(s) the Financial Bid shall not be opened for that particular Tenderer. The Financial Bid of only those parties who qualify in the technical scrutiny shall be opened and time and date for opening the financial bid shall be intimated separately.

7. Prices quoted should be FOR Institute premises (ICSI) Headquarters New Delhi, ICSI-NIRO at Prasad Nagar, New Delhi and ICSI-Noida at Noida and should be inclusive of all charges viz. installation on server and client and support for a period of 2 years from the date of installation/purchase, by the principal manufacturer.

8. The terms “acceptance test” imply running of supplied material for 12 hours daily for seven days at three different locations including 72 hours continuous running of system. If the Software & Licenses, so supplied fails in acceptance test, the same shall be liable to be rejected.

9. Though Institute prefers to deal with manufacturers/principal manufacturers directly, it may also consider the offers received through its authorized channel partners, provided the principal authorizes the said channel partner in this regard.

10. Delivery and installation period should be mentioned clearly in the proposal. 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 vendor.

11. Vendor supplying the Software & Licenses shall forward the complete set of original manuals and software on CD OR through some other feasible media.

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

13. The tenderers are required to deposit an earnest money of Rs. 15000/- (Rupees Fifteen thousand only) for supply, installation and commissioning of Software & Licenses by way of demand draft drawn in favour of ‘The Institute of Company Secretaries of India’ payable at ‘New Delhi’. The quotation not accompanied with earnest money shall be rejected summarily. The earnest money of unsuccessful tenderers will be refunded without any interest/bank commission/collection charges within 60 days, after the order has been issued in favour of successful party. EMD amount of the successful tenderer will
be refunded without any interest/bank commission/collection charges after the order has been executed successfully and payment to the vendor for the procurement has been settled as per the terms and conditions of the purchase order.

14. Institute’s usual payment terms are 30 days for 100% payment upon installation & commissioning of Software & Licenses as detailed above and acceptance of the supplied material.

GENERAL:

a) All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the arbitrator to be appointed by the Secretary of the Institute of Company Secretaries of India, New Delhi. The award of the sole arbitrator shall be final and binding on both the parties under provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force. Place of such arbitration proceedings shall be at Delhi.

b) The Institute reserves the right to accept or reject any or all quotations including the lowest quotation/s without assigning any reason at its sole discretion and the decision of the Institute will be final and binding on all concerned.

c) The quantities indicated in Part “C” are tentative and may be increased/decreased at the sole discretion of the Institute and the vendor shall have not right to claim any minimum/definite volume of business.

d) For any details/clarifications, Shri Ankur Yadav, Senior Director, IT on telephone No. 0120-4522012, may be contacted.

Date: January 28, 2014

( B PRADHAN )
JOINT DIRECTOR

‘Supply, Installation and Commissioning of Software & Licenses’

1. Name and complete address of the Tendered Company
2. Tele/Fax/E-mail/Cell No. of the Tendered Company
3. Contact person’s name & residence telephone No.
4. Details of registered office, if any, along with contact person’s name and tele. No.
5. Legal status i.e. public / private limited / any other along with documentary evidence.
6. Composition of Directors/ Partners etc.
7. Income-Tax registration number along with documentary evidence.
8. A) Sales Tax registration number along with documentary evidence.
   B) Please also specify, if you are registered with appropriate Authority under Works Contract Act, 1999. (Please provide details).
9. List of existing clients to whom software in last 1 year installed with details of company, value of business, concerned person name & his telephone no. (Please attach full details)
10. Please indicate in full the following details:
    a) Manpower available - Technical & Non-technical
    b) Turnover of the company for last 3 financial years (Please attach supporting documents)
    c) Escalation matrix for lodging the complaint during the warranty.

Date: Name and Signature of Bidder with Corporate Seal
PART-C (Financial Bid)


‘Supply, Installation and Commissioning of Software & Licenses’

Note: The ICSI being a Professional Educational Institute is eligible for getting the discount in terms of Academic license. The vendors are requested to take note of the same and quote accordingly. Wherever software is required, the vendor has to supply the software alongwith paper license, manual etc.

Rates Quoted should be Net Unit Rate (Unit Price + VAT + Cartage, if any)

<table>
<thead>
<tr>
<th>S No.</th>
<th>Item Name/Specification</th>
<th>Unit of Measurement</th>
<th>Qty.</th>
<th>Unit Rate in Rupees</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Paper Licenses for Microsoft Office Professional (latest version) Academic</td>
<td>Users</td>
<td>132</td>
<td></td>
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</tbody>
</table>

DELIVERY : NOIDA

Delivery Period Days :

Validity of Offer :

Any Special Terms : (Please Specify)

Date:  

Name and Signature of Bidder with Corporate Seal