



**REQUEST FOR PROPOSAL**

**FOR**

**INSTALLATION AND COMMISSIONING OF MANAGED VIDEO  
CONFERENCING/BOARD ROOM SOLUTION, WEBCASTING/STREAMING AT  
7 LOCATIONS**

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

Cost of RFP	Rs.500/-(Rupees hundred Only)
Earnest Money Deposit	Rs. 3,10,000/- (Rupees Three Lakh Ten Thousand only)
RFP Publish Date	January 16, 2017
Last date and time for Sending (in written form) Pre-Bid Queries	January 23, 2017 by 5:00 Pm
Pre-Bid Meeting date, time and venue	February 01, 2017 at 3:00 PM Venue: C – 37, Sector 62, Noida
Last Date and Time for Submission of Bids	February 8, 2017 by 3:00 PM
Address for submission of Bids	The Institute of Company Secretaries of India ICSI House, 22, (IIIrd Floor: Tender Box) Institutional Area, Lodi Road, New Delhi-110003
Venue, Date and time of opening of Technical Bids.	Address as above. Date: February 9, 2017 at 11:00 AM
Contact details	Dr. Nikhat Khan, Director, ICSI Tel: 0120-452 2019 E-mail: nikhat.khan@icsi.edu
Institute's Website	www.icsi.edu



Purchase: 2016-17(VC)

**Sub: REQUEST FOR PROPOSAL**  
FOR  
INSTALLATION AND COMMISSIONING OF MANAGED VIDEO CONFERENCING  
SOLUTION, WEBCASTING/STREAMING AT 7 LOCATIONS.

The Institute of Company Secretaries of India is a statutory body set up by an Act of Parliament i.e. Company Secretaries Act, 1980 to regulate and develop the 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 ***Installation and commissioning of managed Video Conferencing/Board Room Solution at 7 Locations with Webcasting /Streaming solution on cloud*** as per enclosed tender document and accordingly sealed tenders are invited as stated in the tender document.

The sealed tender is to be sent to Dr. Nikhat Khan, Director(IT), The Institute of Company Secretaries of India, by name at the Institute's Headquarters in the envelope super scribing "**TENDER FOR INSTALLATION AND COMMISSIONING OF VIDEO CONFERENCING/BOARD ROOM SOLUTION AT 7 LOCATIONS and WEBCASTING/STREAMING SOLUTION**" by the due date i.e. **February 8, 2017 by 3: 00 PM.**

Further clarification may be taken from the undersigned.

Thanking you,

Yours faithfully,

**(Dr. Sanjay Pandey)**  
**Joint Secretary**



## Table of Contents

Important Dates and Information .....	<b>Error! Bookmark not defined.</b>
INVITATION TO BID .....	6
Proposal Preparation Cost .....	9
RFP Document .....	10
Language of BID .....	12
Period of Validity of Bid .....	12
Format and Signing of Bids .....	12
Sealing, Marking and Submission of the BID .....	13
Opening of Bids at ICSI .....	15
Evaluation Criteria .....	18
Part 1 (Bid Security) .....	18
Part 2 (Pre-Qualification criteria) .....	18
Opening and Evaluation of Technical Bids .....	18
Bid Currency .....	19
Bid Security .....	19
Forfeiture of BID Security .....	20
Award of Contract .....	21
Performance Security .....	21
Contacting ICSI .....	22
Lack of Information to BIDDER .....	22
Fraudulent & Corrupt Practice .....	22
General Conditions .....	22
Commencement of the Agreement .....	22
Assigning of Sub-Contracts .....	22
Change orders .....	23
Notices .....	23
Patent Rights .....	23
Taxes and Duties .....	23
Operation and Maintenance .....	23
Force Majeure .....	23
Force Majeure Exclusions .....	24
Procedure for Calling Force Majeure .....	24



Procedure for Claiming Relief.....	25
Resolution of Disputes and Arbitration.....	26
Acquaintance with local conditions.....	27
Statutory and Regular Approvals.....	27
Confidentiality.....	27
Limitation of Liability.....	27
Failure to Agree with the Terms and Conditions of the RFP.....	28
Indemnification.....	28
Control and Possession.....	28
Replacement:.....	28
Assignments & Sub-Contracts:.....	28
Assignment by BIDDER.....	28
Mergers and Acquisitions.....	28
Sub contracts.....	29
Amendment to the Agreement.....	29
Use of Agreement Documents and Information.....	29
Special Conditions.....	29
BIDDER's Responsibility.....	29
Tests.....	30
Field Acceptance Test.....	30
Test Run.....	30
Payment Terms.....	31
Scope of Work.....	33
(a) General.....	33
(b) Supply.....	34
(b) Installation, testing, commissioning & system integration.....	34
(c) Civil Works, Chemical Earthing & Electrical Works.....	35
(d) Project Management.....	35
Present Setup.....	36
Network Diagram.....	37
Detail description of each Section.....	39
Section A.....	39
Location details.....	40
Section B.....	41
Section C.....	41
Section D.....	41



Warranty and support.....	41
Annual Maintenance of contract .....	42
Training.....	42
DELIVERY PERIOD & SITE DETAILS .....	42
LIQUIDATED DAMAGES.....	43
Misuse of Bandwidth .....	43
MANUFACTURERS'/PRODUCERS' AUTHORIZATION FORM.....	44
Service level Agreement for Managed VC at 7 locations.....	45
9. SUBCONTRACTING: .....	47
10. CONFIDENTIALITY: .....	48
12 Liquidated Damages for late implementation: .....	48
27 Resolution of Disputes and Arbitration: .....	<b>Error! Bookmark not defined.</b>
Power of Attorney .....	55
Format for Affidavit certifying that Entity/Promoter(s) / Director(s)/Members of Entity are not Blacklisted (On a Stamp Paper of Rs 500) .....	56
Technical Bid letter.....	57
Financial Bid Letter:.....	58
Technical Evaluation Criteria .....	60
Format for Queries: .....	60
Guidelines for preparation of Technical Proposal .....	62
Data Sheet Mapping: .....	63
ANNEXURE - A Technical Specification.....	63
Format for Commercial bid .....	71
FOR 4 <sup>th</sup> & 5 <sup>th</sup> Year .....	72
Annual Recurring Charge 4 <sup>th</sup> & 5 <sup>th</sup> year .....	73
Bidders are requested to note the following:.....	73
Declaration .....	74



### **INVITATION TO BID**

This Request for Proposal (RFP) is to invite proposals from Bidders Service providers for installation and commissioning of managed Video Conferencing/Board Room Solution and Webcasting/Streaming Solution at identified locations of The Institute of Company Secretaries of India.

The Request for Proposal document contains statements derived from information that is believed to be relevant at the date but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with ICSI. Neither ICSI nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document.

Subject to any law to the contrary, and to the maximum extent permitted by law, ICSI and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of ICSI or any of its officers, employees, contractors, agents, or advisers.

### **Introduction**

The Institute of Company Secretaries of India (ICSI / Institute) is a statutory body set up by an Act of Parliament i.e. Company Secretaries Act, 1980 to regulate and develop the 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 and four regional offices at New Delhi, Chennai, Kolkata and Mumbai.

The ICSI proposes to invite Request for Proposal (RFP) tenders from the eligible vendors to undertake the Video Conferencing (VC)/Board Room Solution, Webcasting/Streaming project in the ICSI on end to end basis for the 7 Locations. This includes supply, installation and commissioning of Video Conference equipment for 7 Location, Webcasting solution, training and support for Five (5)



years etc. The invitation for RFP document is now being issued to enable vendors to submit their responses to the ICSI.

Detailed technical and functional specifications of the total solution have been given in the RFP

### **General Information**

1. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.
2. Non acceptance of any of the terms & conditions as stated in tender document and non-submission of the stipulated Earnest Money Deposit (EMD) shall render the Bid invalid
3. All costs and expenses incurred by Bidders in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by ICSI, will be borne entirely and exclusively by the bidders.
4. No binding legal relationship will exist between any of the Bidders and ICSI until execution of a contractual agreement.
5. Each Bidder acknowledges and accepts that ICSI may in its absolute discretion apply selection criteria specified in the document for evaluation of proposals for short listing / selecting the eligible vendor(s).
6. A Bidders will, by responding to ICSI for RFP, be deemed to have accepted the terms of this Introduction and Disclaimer.
7. Bidders are required to direct all communications related to this RFP, through the Nominated Point of Contact person in the RFP is Dr. Nikhat Khan, Director - Directorate of Information Technology at [nikhat.khan@icsi.edu](mailto:nikhat.khan@icsi.edu)
8. Bidders should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.
9. 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 ICSI). No component of cost / tax shall be paid by the ICSI unless the same is included specifically in the quotations. *(to be revised)*

10. Incomplete quotations shall be rejected out rightly. No alterations, amendments or modifications shall be made by the Bidder in the tender documents and if any such alterations are made or any special conditions attached, the bid is liable to be rejected without reference to the bidder.
11. Estimated cost of any device includes Up gradation, supply, installation and implementation of upgraded versions of firmware / software product (updates /upgrades) etc. without any extra cost.
12. The term "Support" mentioned with the specification of any device/Hardware and Software means it is capable to deliver said services from day one and **No extra payment** payable for procurement of supporting software and hardware.
13. In case any part of the solution are found to be insufficient to support ICSI's requirements post submission of bid, the vendor will provision the same at no extra cost to ICSI.
14. ICSI reserves the right to reject any item, if found unsuitable and /or not conforming to the approved specifications. The rejected items, if any, shall have to be taken back and replaced by good items forthwith at the cost of the vendor. No payment will be made for rejected items.
15. During warranty period, besides service/maintenance of Hardware, all driver software up gradation, installing patches and services shall also be provided at no extra cost.
16. Payment of any kind whatsoever will not be made to the resident engineer for travelling to the ICSI office(s) on holidays in case of exigencies etc.
17. The selection process consists of three phase's viz., 1) Minimum Eligibility Criteria 2) Technical Evaluation and 3) Commercial Evaluation. Evaluation Criteria proposed to be adopted would be based on Quality cum Cost Based System (CBS) where full weightage would be given to technical and commercial bid only. However, the commercial bids will be opened only for the bids that have qualified the Minimum Eligibility Criteria and score 75% marks in the Technical Evaluation or the evaluation criteria as fixed by the ICSI.





18. The bids qualify the Minimum Eligibility Criteria will be eligible for further evaluation and subsequently the bids qualify both Minimum Eligibility Criteria and Technical Evaluation will be eligible for Commercial Evaluation.

The tender document may be obtained during working hours on all working days on payment of tender document cost as mentioned above from the Reception Counter of the Institute on cash payment or by submitting a demand draft in favor of "The Institute of Company Secretaries of India", payable at New Delhi. The tender document can also be down loaded from the website of the Institute ([www.icsi.edu](http://www.icsi.edu)) for which Bidder would be required to enclose a demand draft equivalent to tender document cost along with their quotes, failing which the tender shall not be entertained.

The bid should be addressed to, Shri Dinesh Chandra Arora, Secretary of the Institute of Company Secretaries of India 'ICSI House', 22 Institutional Area, Lodi Road, New Delhi-110003. The Envelope should bear the inscription "**RFP- Installation and Commissioning of Video Conferencing/Board Room for Seven (7) Location and webcasting/streaming Solution**". The ICSI shall not be liable for any postal delays what so ever and bids received after the stipulated time/date shall not be entertained.

Please note that all the information desired needs to be provided. Incomplete information may lead to rejection of Bid.

ICSI reserves the right to change the dates mentioned above or in the RFP, which will be communicated

#### **Proposal Preparation Cost**

The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by ICSI to facilitate the evaluation process, and in negotiating a definitive Service Agreement or all such activities related to the bid process.

This RFP does not commit ICSI to award a contract. Further, no reimbursable cost may be incurred in anticipation of award.



**RFP Document**

Bidder is expected to examine all instructions, forms, terms, specifications, and other information in the RFP document. Failure to furnish all information required by the RFP document or to submit a Bid not substantially responsive to the RFP document in every respect will be at Bidder's risk and may result in the rejection of its Bid. The Bid documents may be downloaded from website (<https://www.icsi.edu/>).

Tempering with any format given may be liable for rejection / disqualification of the bids

Clarification on RFP Document and Pre Bid Conference & Amendment to RFP Document

The Bidder or its official representatives (only one member) is invited to attend a pre-bid meeting to be held on the date mentioned in the important dates section at the Office of the Institute of Company Secretaries of India, Noida. The purpose of the meeting will be to clarify issues and to address clarifications sought by the Bidder's in this context. The Bidder is requested to submit their Request for Clarifications through email only to reach the Director, the Institute of Company secretaries of India by the date mentioned in important date's table before the pre bid meeting. The responses for the clarifications sought by the Bidder's will be distributed to the Bidder's. No queries will be entertained after the due date to send queries.

However, it is not binding on ICSI to hold a pre-bid meeting or restrict itself to holding only one such meeting. If it feels, that the clarifications sought by the Bidder's do not warrant a pre-bid meeting, it can cancel the meeting and send the replies to the Bidder's by email.

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 Tender by issuing an addendum/corrigendum. Any such amendment issued along with the original Tender document will constitute Revised Tender. The addendum/corrigendum will be uploaded on the ICSI website. The Bidders are requested to visit the website frequently to check for any the decision of ICSI on the need for any modification shall be final and binding on all.

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.



Such Corrigendum, Clarifications etc. shall be binding on the Bidders and shall be given due consideration by them while they submit their bids.

The ICSI may at any time during the Tendering 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.

In case any work for which there is no specification in the tender but the same is essential for the job / work mentioned in tender document, such work shall be carried out in accordance with the directions of the ICSI without any extra cost to the Institute.

The ICSI reserves the right of accepting the tender in whole or in part without assigning any reason and such decision shall be final. The part acceptance of the tender shall not violate the terms and conditions of the Tender / contract and the bidder shall execute the work at the specified rates without any extra charges or compensation within the stipulated period.

The acceptance of a Bid shall rest with the ICSI. The ICSI does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the bids 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. The 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 the ICSI shall be final and bear no liability whatsoever consequent upon such decisions.



**Language of BID**

The bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged between the Bidder and the ICSI shall be in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation by approved translator of the relevant pages in English. For the purposes of interpretation of the bid, the translation shall govern. Information supplied in another language without proper translation shall be rejected.

**Period of Validity of Bid**

The Bids should remain valid for 180 days from the last date of submission of the Bids.

In exceptional circumstances, the ICSI may solicit Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Bid Security shall also be suitably extended. Bidder granting the request is neither required nor permitted to modify the bid.

**Format and Signing of Bids**

The bidder shall prepare required number of copies (original plus one copy) of the bid and shall clearly mark each "Original Bid" or "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern.

The original and the copy of the bid shall be typed or written in indelible ink and shall be signed and sealed by the bidder or a person duly authorized to bind the bidder to the bid. The person(s) signing the bid shall initial all pages of the bid with company seal, except for un-amended printed literature.

The Bids without the seal and signatures in all pages of all documents are to be disqualified.

The complete bid shall be without alteration or erasures, except those accorded with instructions issued by ICSI or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid



**Sealing, Marking and Submission of the BID**

Bidder shall submit their bids in Four PARTS, each in a separate sealed envelope super-scribed with the RFP project name, due date, time, and nature of bid (bid security, Organizational capability, Technical bid or Financial Bid)

**PART-I:** EMD. Envelope needs to be super scribed as EMD.

**PART-II:** Pre-Qualification Documents and duly signed and stamped RFP with all corrigendum's (if any) Envelope needs to be super scribed as Pre-Qualification Document.

**PART-III:** Original plus one copy and one soft copy in a Pen Drive of TECHNICAL BID complete with all technical details. Envelope needs to be super scribed as "Technical Bid"- Do not open before 15:00 hours on the date given in Important date section.

**Note: Filling up prices in Part III will render the bidder disqualified.**

**PART-IV:** Original and 1 copy of FINANCIAL BID with full price details. Envelope needs to be super scribed as "Financial Bid".

The envelopes containing Part-I, Part-II, Part-III and Part-IV of offer shall be enclosed in a larger envelope duly sealed and marked as Response to Request for Proposal (RFP) with title and reference number, and a statement "To be opened by addressee only" and the name and address of the Bidder. All the 4 envelopes shall be put in an OUTER COVER sealed and addressed to

To,  
Shri Dinesh Chandra Arora  
Secretary,  
The Institute of Company Secretaries of India,  
22, Institutional Area, Lodi Road, New Delhi – 110 003

The OUTER COVER should be sealed and should contain the following documents:

- a. This Tender Document duly signed on all pages as acceptance of terms and conditions by the bidder.
- b. PART-I: EMD
- c. PART-II: Pre-Qualification Documents



- d. PART-III: Original and 1 copy of TECHNICAL BID along with one soft copy of the same in a Pen Drive
- e. PART-IV: Original and 1 copy of FINANCIAL BID
- f. Proposal covering letter which must be signed with the Bidder's name and by a representative of the Bidder who is authorized to commit the bidder to contractual obligations. All obligations committed by such signatories must be fulfilled.
- g. Any other information that is required to be submitted in the proposal process

Please note that ICSI will not be responsible for in case there is a discrepancy between the hard copy and the soft version of the bid submitted by the bidders. In such case, hard copy of the bid will be taken into consideration.

The outer and inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in the case it is declared "late" pursuant, and for similar purposes.

If the outer envelope is not sealed and marked as above, the ICSI will bear no responsibility for the misplacement or premature opening of the Bid.

Only detailed complete bids in the form indicated above received prior to the closing time and date of the bids shall be taken as valid.

Bids sent through Telex/Telegrams/Fax/e-mail will not be acceptable.

Bids should reach the ICSI on or before the last date mentioned in the important dates section by registered post or speed post or courier only.

Bidders submitting any bids in person will also be accepted.

Bids are liable for rejection if they don't comply with the above norms regarding sealing, signing proper packing & submission.





**Opening of Bids at ICSI**

The ICSI will open bids at time mentioned at important Information sheet. BIDDERS' representative (only one) with proper authorization must attend the opening of Bid. The ICSI will be considered technical Bid for those BIDDERS whose bids shall meet all the eligibility criteria mentioned in the Pre-qualification documents.

The following are the conditions, which are to be necessarily fulfilled, to be eligible for technical evaluation of the proposed solution

<b>Sl. No.</b>	<b>Criteria</b>	<b>Documents/Information to be provided in the submitted proposal</b>
1	The responding firm shall not be under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt./Central Govt./PSU/World Bank / DFID/ADB/any other organization for any reason during last 3 years ending on March'2016	A self-certified letter by the designated official of the responding firm about the non-blacklisting of the firm by the mentioned agencies for any reason during last 3 years ending on March2016; Declaration that the bidder is not blacklisted as the format provided in the Annexure in an affidavit by notary public regarding the same should be submitted in stamp paper of relevant value. Both of the documents are reqd.
2	Bidders reqd. to submit MAF( Manufacturer Authorization Form) from OEM's(Original Equipment Manufacturer)for all the equipment's mention in the RFP	Ink signed MAFs from the OEM for all the items mentioned shouldbe submitted as per the format given in theAnnexure - C.
3	Bidders / authorized representative should either have local presence in all the locations, or agree to setup local office within one month of award of contract	A self-certified letter by the designatedofficial of the responding firm to open up alocal office at all the location within one month ofaward of contract.





4	Bidder will have the responsibility of all kind of maintenance and support of equipment, software etc. specified in this project for a period of Five (5) years.	A self-certified letter by the designated official of the responding firm for taking the responsibility of all kind of maintenance and support of equipment, software etc. specified in this project for a period of Five (5) years.
5	Power of Attorney for signing the bid, letters etc. on behalf of the firm	Power of Attorney to be provided as per the format given in the Annexure-B
6	RFP document stamped and Signed in page printed back to back to be submitted	
	The Tenderer should have successfully executed at least similar three projects of similar nature during the last immediately preceding three financial years each costing not less than Rs. 5 Million TCO (Total Cost of Ownership) and submit the proof for the same. Completion certificate should be submitted along with a copy of purchase order/Tender letter. The above three executed projects should be between multiple office locations and installation. At least one of the orders should be in Government/PSU/Statutory/or equivalent body.	Purchase order copy and Successful completion copy should be submitted.  Document for Project order value of similar order should be submitted.
	Tenderer should have a turnover of minimum twelve (12) Crores per year in the last three preceding financial years.	Balance sheet and Audit copy of balance sheet should be furnished by the Bidder



Bidder should be a shared bridge service provider since last Three (3) years (minimum).	This is to establish the experience of the bidder.
Bidder should have a 24x7 Videoconferencing NoC facility	Round the clock monitoring facility
<p>The infrastructure should be hosted in service provider's network with multiple OFC rings. The bidder's core VC infrastructure should be in hot redundant mode and should be accessible from multiple networks like MPLS, Internet and ISDN.</p> <p>The bidder should be able to offer desktop conferencing on shared infrastructure. The desktop conferencing should be software client based and should also work on MPLS network.</p>	
The Principal Manufacturer must have a local logistics support by maintaining a direct spare warehouse in the Country.	This is to ensure immediate delivery of spare parts from Principal Manufacturer of equipment to its Channel Partner/Service Provider. Toll free no. or call logging via Internet from India should be accessible for technical assistance for Customer & Service Provider.

**NOTE: Please submit all the documentary evidence in support of the above conditions as the eligibility criteria without any of the above mentioned documents in the format as described if not submitted the bids will be summarily rejected**



### **Evaluation Criteria**

#### **Part 1 (Bid Security)**

BIDDER's who have submitted the valid EMD shall be considered for further evaluation.

#### **Part 2 (Pre-Qualification criteria)**

The Evaluation Committee would evaluate the Pre-qualification. Bidders should be ready to give any clarification asked by the evaluation committee. One Representative with proper Authorization from the bidding firm must be present during the opening of the Pre-Qualification Documents. If there no representative of the bidding firm during the opening of Pre-Qualification Documents bids will be considered non-responsive and will be rejected. The BIDDER's fulfilling all the conditions mentioned in the pre-qualification will be considered for Technical Bid opening. Authorized representatives should also carry rubber stamp with them.

#### **Opening and Evaluation of Technical Bids**

The Evaluation Committee would evaluate the technical bids. BIDDER's should be ready to give the presentation on their proposed solution and the queries raised by the evaluation committee in front of the Evaluation Committee at a date, time and location determined by the ICSI. They are expected to reply to all the queries from the Evaluation Committee during the presentation. The presentation would be part of technical evaluation process.

ICSI may also undertake oral clarifications with the Bidder's. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents.

One Representative with proper Authorization from the bidding firm must be present during the opening of the Technical Proposal. If there is no representative of the bidding firm during the opening of Pre-Qualification Documents bids will be considered non-responsive and will be rejected.

In order to facilitate the Technical Bid evaluation, the technical criteria laid down along with the assigned weights have been presented in the Annexure-D. The marking scheme presented is an indication of the relative importance of the evaluation criteria.



Bidder's securing a minimum of 75% marks in the technical evaluation will only be considered for further financial bid evaluation. Bids which don't secure the minimum specified technical score will be considered technically non-responsive and hence debarred from being considered for financial evaluation.

Scores of technically qualified Bidder's shall be weighed prorata on a scale of 70 and shall be carried forward for evaluation together with the scores of Financial evaluation.

### **Opening and Evaluation of Financial Bids**

After evaluating the Technical Bids, ICSI shall notify the BIDDERS who's Technical Bids were considered acceptable to ICSI, indicating the date, time and place for opening of the Financial Bids. BIDDER's representative (one only) may attend the financial bid opening at ICSI.

Scores of the Financial evaluation would be weighed prorata on a scale of 100 with the BIDDER with the lowest financial quote getting 100. These Financial scores would then be added up with 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.

Formula for Final Bid Evaluation is

$$B_m = .7 (TM) + .3 (F_n)$$

$$F_n = (F_{min} / F_b) * 100$$

Where

$B_m$  is total marks of the BIDDER in consideration

$TM$  is Technical Marks of the BIDDER in consideration

$F_n$  is Normalized financial score of the BIDDER in consideration

$F_b$  is Evaluated Cost of BIDDER under consideration

$F_{min}$  is Minimum evaluated cost of any BIDDER

ICSI reserves the right to negotiate with the BIDDER whose proposal has been ranked first on the basis of best value.

### **Bid Currency**

Prices for services offered shall be quoted in Indian National Rupees only.

### **Bid Security**

Bidders are required to submit Earnest Money Deposit (EMD) of Rs. 3,10,000/- (Rupees Three lacs ten thousand only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft / pay order payable at Delhi. EMD will be issued in favor of ICSI and payable at New Delhi. EMD is to



remain valid for a period of Sixty (60) days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them without any interest /bank commission/collection charges after the order has been issued in favour of successful party. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract.

The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

### **Forfeiture of BID Security**

The Bid security may be forfeited either in full or in part, at the discretion of ICSI on account of one or more of the following reasons:

1. The BIDDER fails to co-operate in the Bid evaluation process.
2. If the bid or its submission is not in conformity with the instruction mentioned herein.
3. If the BIDDER violates any of the provisions of the terms and conditions of the tender.
4. In the case of a successful BIDDER fails to
  - (a) Accept award of work
  - (b) Sign the Contract Agreement with ICSI after acceptance of communication on placement of award
  - (c) Furnish performance security
  - (d) Sign the Contract Agreement in time
  - (e) The BIDDER violates any of such important conditions of this tender document or indulges in any such activities as would jeopardize the interest of ICSI in timely finalization of this tender.
5. The bidder found guilty of negligence, carelessness, inefficiency, fraud, mischief, misappropriation or any other type of misconduct by such bidder or by its employees, staff, agents, representatives etc. or by any other person directly or indirectly employed by him.

The decision of ICSI regarding forfeiture of bid security shall be final and shall not be called upon question under any circumstances. A default in such a case may involve black-listing of the BIDDER by ICSI.



### **Award of Contract**

ICSI will award the contract to successful BIDDER whose bid has been determined to be responsive and has been determined to be most competitive.

### **TIME - ESSENCE OF CONTRACT:**

The time allowed for completing the work under tender / SLA and handing over the same shall be of the essence of the Contract and shall be strictly observed by the Bidder. The Work shall proceed with due diligence until Final Completion. Bidder shall have no right or claim for the extension of the contract in any circumstances. For delay, Bidder shall be liable to pay penalty and/or liquidated damages as decided by the ICSI and such decision of the ICSI shall be final. ICSI also reserve right to its sole discretion to terminate the contract.

### **Performance Security**

Within Fifteen (15) days of Notification of "Award of the Work" the company shall furnish Performance Security to Institute of company secretary of India, @ 5% of the total value of quoted bid by way of irrevocable and unconditional Bank Guarantee in favor of Institute of Company Secretaries of India, payable at New Delhi for a period to be specified in the award of work. This Bank Guarantee should be of duration of Twelve (12) months renewable every year for Five (5) years. Depending on the project going live the Bank guarantee may have to be extended from the date of "Go live". The proceeds of the Performance Security shall be payable to Institute of Company Secretaries of India as compensation for any loss resulting from the Company's failure to fulfill its obligations under the terms and conditions of the Work Order.

The Performance Security regarding commencement of job / task will be discharged by the ICSI and returned to the company not later than 30 (Thirty) days following the date of completion of the company's performance, related obligations under the terms & conditions of the Work Order.

Failure of the successful Bidder to comply with the requirements specified in this Section shall constitute sufficient ground for the annulment of the notification and forfeiture of the bid security in which event, the ICSI may award the contract in accordance with its prescribed rules.





### **Contacting ICSI**

BIDDER shall not approach the ICSI officers beyond office hour and/ or outside the ICSI office premises, from the time of the Bid opening to the time of finalization of successful BIDDER.

Any effort by a BIDDER to influence the ICSI officers in the decisions on Bid evaluation, Bid comparison or finalization may result in rejection of the BIDDER's offer. If the BIDDER wishes to bring additional information to the notice of the ICSI it should do so in writing.

### **Lack of Information to BIDDER**

The BIDDER shall be deemed to have carefully examined RFP document to his entire satisfaction. Any lack of information shall not in any way relieve the BIDDER of his responsibility to fulfill his obligation under the bid.

### **Fraudulent & Corrupt Practice**

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of the project and includes collusive practice among BIDDERS (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the ICSI of the benefits of free and open competition.

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of the Official of the ICSI in the process of project execution. ICSI will reject a proposal for award if it determines that the BIDDER recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, the project.

### **General Conditions** **Commencement of the Agreement**

### **Assigning of Sub-Contracts**

The BIDDER can't assign or sublet anyone in whole or in parts, its obligations to perform under the Contract, without the consent of the ICSI in writing.





### **Change orders**

1. ICSI may at any time, give written order to the BIDDER to make changes for additional functionalities specifically required, but not falling within the general scope of the current RFP/Contract. If any such change causes an increase in the cost of, or the time required for, the BIDDER's performance of any provisions under the Contract, the BIDDER should notify the ICSI in terms of the cost and person month efforts required for executing the change requests, the ICSI will examine the efforts estimate & agreed efforts will be compensated in terms of person month charges.
2. Any claims by the BIDDER for adjustment under this clause must be asserted within 6 working days from the date of the BIDDER's receipt of the change order from the ICSI.

### **Notices**

1. Any notice given by one party to the other pursuant to this contract shall be sent to the other party / authorized officer in writing or by telex, email, or facsimile to the other party's address, and confirmed in writing by the other party.
2. A notice shall be effective when delivered or tendered to other party whichever is earlier.

### **Patent Rights**

The BIDDER shall indemnify the ICSI against all third party claims of infringement of patent, trademark or industrial design and intellectual property rights arising from the use of equipment and services or any part thereof.

### **Taxes and Duties**

Sales Tax/ Service Tax/VAT/Work Contracts Tax/ Octroi and other statutory levies, taxes, charges shall be paid by BIDDER as applicable. The decision of ICSI in this regard will be final and binding and no disputes in this regard will be entertained.

### **Operation and Maintenance**

The BIDDER will respond to any issue raised by the user within 2 working hours of being notified by the authorized person.

### **Force Majeure**

1. For the purpose of this Article, Force "Majeure" means any cause, which is beyond the control of the Bidder as the case may be, which such party could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the Contract, such as:-

- War / hostilities
- Riot or civil commotion



- Earth Quake, Flood, Fire, Tempest, Epidemics, Lightning or other natural physical Disaster, Quarantine restricts and Freight embargoes
- Restrictions imposed by the Government or other statutory bodies, which is beyond the control of the BIDDER, which prevent or delay the execution of the order by the BIDDER.

2. If a Force Majeure situation arises, the BIDDER is required to promptly notify ICSI in writing of such condition and the cause thereof within a period of three (3) days from the date of happening of such an event requiring invocation of this force majeure article. Unless otherwise directed by the ICSI in writing, the BIDDER will continue to perform its obligations under this supply order as far as is reasonably practical and shall seek all reasonable alternative means for performances of this order.

#### **Force Majeure Exclusions**

Force Majeure shall not include the following event(s) and/or circumstances, except to the extent that they are consequences of an event of Force Majeure:

- (a) Unavailability, late delivery, or changes in cost of the product, machinery, equipment, materials, spare parts.
- (b) Delay in the performance of any contractor, sub-contractors or their agents.
- (c) Non-performance resulting from normal wear and tear of the materials and equipment; and
- (d) Non-performance caused by, or connected with, the Affected Party's:
  - (i) Negligent or intentional acts, errors or omissions; and/or
  - (ii) Failure to comply with an Indian law or Indian Directive; and/or
  - (iii) Breach of, or default under the Agreement.

#### **Procedure for Calling Force Majeure**

The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 5 (five) days after the Affected Party came to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Agreement.

Any notice pursuant this clause shall include full particulars of:

- (i) the nature of each Force Majeure Event which is the subject of any claim for relief under the Agreement;
- (ii) the effect which such Force Majeure Event is having or is likely to have on the Affected Party's performance of its obligations under the Agreement;
- (iii) the measures which the Affected Party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event and restore the performance of its obligations under the Agreement which are affected; and
- (iv) any other information relevant to the Affected Party's claim.



**Procedure for Claiming Relief**

(i) Where an Affected Party claims relief on account of Force Majeure Event then, the rights and obligations of both Parties under the Agreement shall be suspended to the extent that they are affected by such Force Majeure Events.

(ii) In an Event of Force Majeure:

(a) the Affected Party shall use its best efforts to minimise the effects of Force Majeure and remedy any inability to perform due to Force Majeure;

(b) the Affected Party shall provide weekly written reports to the other Party regarding its progress in overcoming the adverse effects of the Force Majeure event;

(c) the Affected Party shall, as soon as reasonably practicable after claiming such relief, provide the other Party with written notice containing such information as may be reasonably required to justify the claim for relief due to Force Majeure;

(d) the Affected Party shall claim in respect of physical loss or damage resulting from the event constituting Force Majeure which are available from Insurances pursuant to any Insurance maintained by the Affected Party and ensure such claims are made as soon as is reasonably possible and that the proceeds of any such Insurance claims are applied to remedy the effects of the event constituting Force Majeure as soon as is reasonably possible; and

(iii) When the Affected Party is able to resume performance of its obligations under the Agreement, it shall promptly give the other Party written notice to that effect. In no event shall the suspension of performance be of greater scope and of longer duration than is necessitated by Force Majeure.



### **TERMINATION**

The ICSI without prejudice to any other remedy and rights, reserves the right to cancel / terminate the bid / *Work Order / Service Level Agreement (SLA)* in whole or in part by giving at least 2months prior written notice thereof in case Bidder / Vendor fails to honour his bid / *Work Contract / SLA* or found guilty for breach of condition /s of the tender documents / *Work Order / Service Level Agreement (SLA)* or negligence, carelessness, inefficiency, fraud, mischief, misappropriation or any other type of misconduct by such Bidder or by its employees, staff, agents, representatives etc. or by any other person directly or indirectly employed by him. In such case of termination, the ICSI 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 / Vendor. There will be no exit on convenience however for the lockin period of the contract.

### **BLACKLISTING**

A 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.

Where any bidder / supplier has been black-listed, his EMD / Performance Security shall be forfeited after giving him an opportunity of being heard. The decision of the competent authority shall be the final and binding.

### **Resolution of Disputes and Arbitration**

In case of any dispute, difference, claim and demands arising under or pursuant to or touching or in relation to this tender, the authorised official of the Bidder and the ICSI shall address the same for mutual resolution, failing which the matter shall be referred for the arbitration to the sole Arbitrator to be appointed mutually. 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 language of the arbitration proceedings and that of all documents and communications between the parties shall be in English. 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 tender are subject to the jurisdiction of Courts in New Delhi.



**Acquaintance with local conditions**

1. Each BIDDER is expected to fully get acquainted with the local conditions and factors, which would have any effect on the performance of the contract and /or the cost.
2. The BIDDER is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of Letter of Intent/Award as described in the bidding documents. The ICSI shall not entertain any request for clarification from the BIDDER regarding such local conditions.
3. It is the BIDDER's responsibility that such factors have properly been investigated and considered while submitting the bid proposals and no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the Tenderer. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the ICSI on account of failure of the BIDDER to know the local laws / conditions.

**Statutory and Regular Approvals**

The BIDDER shall be responsible for obtaining approvals for all kind of statutory and regulatory requirements from any of the authorities. Further, the BIDDER shall be responsible to get required documentation completed for obtaining such approvals from time to time.

**Confidentiality**

Any information pertaining to ICSI or any other agency involved in the project, matters concerning ICSI that comes to the knowledge of the BIDDER in connection with this contract, will be deemed to be confidential and the BIDDER will not use or disclose the same. He will be fully responsible, for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to observe the same. The BIDDER shall ensure due secrecy of all information and data not intended for public distribution. For purposes of this Tender "Confidential Information" means and includes 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.

**Limitation of Liability**

The liability of the ICSI for its obligations under the Contract shall in no case exceed the total value of the Contract.





**Failure to Agree with the Terms and Conditions of the RFP**

Failure of the successful BIDDER to agree with the Terms and Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the ICSI may award the work order to the next best value BIDDER or call for new Bids.

**Indemnification**

(1) The Bidder will indemnify, defend, hold and keep indemnified, the ICSI from and against all actions, suits, decree proceedings, claims, damages, compensations, costs, expenses, liabilities and demands (including legal expenses, court fees and professional advisory service expenses) and all other legal actions brought or made against the ICSI 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 Tender and against any loss, compensations or damage to the ICSI 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 Tender, 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 licenses and permits, infringing any patents rights.

**Control and Possession**

The BIDDER shall be deemed to be in control and possession of the equipment necessary for the proper and normal operation of the Project.

**Replacement:**

The BIDDER is required to replace, maintain & repair any equipment under this project getting damage or become non- functional.

**Assignments & Sub-Contracts:**

**Assignment by BIDDER**

The whole work included in the Tender shall be executed by the Bidder. The BIDDER can't directly or indirectly transfer, assign or sublet the contract / work, in whole or in part, its rights and obligations to perform under the Tender / Agreement to a third party, except with the prior written consent from the ICSI.

**Mergers and Acquisitions**

No consent of the ICSI shall be required, when an assignment by the BIDDER is the result of, and part of, a corporate acquisition, merger or combination with an affiliated entity or reorganization provided that such entity shall not be released of the obligations of the BIDDER under the Agreement.



**Sub contracts**

The BIDDER shall notify the ICSI in writing of all subcontracts awarded under the Agreement. Such notification shall not relieve the BIDDER from any liability or obligation under the Agreement. The BIDDER shall fully indemnify the ICSI for any claims/ damages whatsoever arising out of the Sub contracts.

**Amendment to the Contract**

Amendments to the Contract may be made by mutual agreement by both the Parties. No variation in or modification in the terms of the Contract shall be made except by written amendment signed by both the parties. All alterations and changes in the Contract shall take into account prevailing rules, regulations and laws.

**Use of Contract Documents and Information**

The BIDDER shall not without prior written consent from the ICSI disclose the Contractor any provision thereof or any specification, plans, pattern, samples or information furnished by or on behalf of the ICSI in connection therewith to any person other than the person employed by the BIDDER in the performance of the Contract. Disclosure to any such employee shall be made in confidence and shall extend only so far as may be necessary for such performance.

The BIDDER shall not without prior written consent of the ICSI make use of any document or information made available for the project except for purposes of performing the Contract.

All project related documents issued by the ICSI other than the Contract itself shall remain the property of the ICSI and Originals and all copies shall be returned to ICSI on completion of the BIDDER's performance under the Contract, if so required by the ICSI.

**Special Conditions**

The following clauses shall supplement the Instructions to Bidders and General Conditions of Contract.

**BIDDERS' Responsibility**

The BIDDER shall implement the project strictly as per the plan approved by the ICSI. The implementation plan will take into consideration the following:

The BIDDER shall provide details of equipment that will be incorporated in project. The location for storing spare parts and quantity there on shall also be clearly indicated.





Implementation plan will be finalised during the period in which approvals & clearances will be taken.

The BIDDER shall provide the necessary technical support, Standard Operating Procedure and other information to the ICSI and its user organizations in implementation.

Electrical works wherever necessary shall be carried out by the Bidder at his own expense with discussion with the ICSI. ICSI will provide only the Power Points from backend UPS's. Beyond this any other specific requirement will be borne by the Bidder.

Earthing and Electrical points are to be provided by Bidder, wherever required with discussion with the ICSI. Basic Earthing for the site will be there. Beyond this any other specific requirement will be borne by the Bidder.

The space cannot be used for any purpose other than for delivering the services as mentioned in RFP as contracted under the Contract.

The ICSI shall arrange for necessary clearances, which shall enable the BIDDER to undertake any electrical works.

The entry and exit to the site and personnel of the BIDDER shall be in accordance with Security Rules and Regulations that may apply to the Government Campus where the site is located.

### **Tests**

The Tests concern all the equipment, systems and sub-systems supplied against this tender.

### **Field Acceptance Test**

Once the system is installed and operating, it shall be tested by the successful BIDDER and witnessed by the ICSI. The Test shall be carried out as per the detailed test procedure supplied by BIDDER and approved by the ICSI. Once the Tests successfully performed, the temporary acceptance of the system will be given. Only then the system will be ready for "**Test Run**".

### **Test Run**

This Test aims at keeping the complete system in operation for a **period of 10 days continuously**. In case of failure, the Tests will be re-started till the system operates without failure for 10 days continuously. The ICSI shall have the right to



reject the complete system or part thereof in the event(s) of the acceptance Tests failing in four attempts. The “Test Run” shall be carried out after the commissioning of complete system.

Various observations and test results obtained during the various tests shall be documented and produced in the form of a report by the Agency (after entering into the contract the bidder become an agency as he is a party to the contract). LoC/NOC/acceptance will be released sitewise.

If malfunctions or failure of a unit or sub-system repeats, the Test shall be terminated and Agency shall replace the necessary components and assemblies to correct the deficiencies. Thereafter, the Test shall commence all over again from the start as mentioned above. If after this one replacement, the unit or sub-system still fails to meet the specifications, the Agency shall replace the complete unit or sub-system with the one that meets the requirements, and restart the Test all over again. All cost for repair/replacement of defective unit/ component/system/sub-system shall be to Agency’s account

### **Payment Terms**

<b>Sl. No.</b>	<b>Milestone</b>	<b>% of Payment to be released</b>
1	One time charge	100% on delivery of goods at site.
2	Recurring charge	Monthly arrears after site-wise acceptance.

Whenever under this tender / *Work Order* / *Service Level Agreement (SLA)*, any sum of money is recoverable from and payable by the Agency, the ICSI 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 Agency. 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 Agency or which at any time thereafter may become due to the Agency under this or any other tender / contract with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the Agency shall pay the ICSI on demand the remaining balance.



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

The personnel(s) employed / hired / engaged (permanent / regular / casual / contractual / temporarily / daily wager or whatever be the status / name) by the Agency for the execution of work as provided under this Tender, shall not be employee / officer of the ICSI for any purpose. None of such person of the Agency shall have any right to claim anything against the ICSI.



**Scope of Work**

Scope of work would be defined in two parts.

1. Supply, installation, commissioning and maintenance of Video Conferencing equipment at the stated Seven (7) locations on capex model with 2 MBPS MPLS in each site bundled with one dedicated bridge port on unlimited usage model per site on service provider's cloud on monthly recurring model. In addition to this the bidder should provide 8 additional bridge ports on unlimited usage model.
2. Manpower cost for onsite maintenance on normal office hours at any of the site (one number of onsite resource)

<b>Resource</b>	<b>Functional Responsibility</b>	<b>Minimum Qualification &amp; Experience</b>
Level 2 Resource	<p>The candidate will be responsible for managing the complete Video setup including day to day operational issues.</p> <p>Candidate will be responsible for coordinating with the respective vendors for next level of escalations and Hands &amp; Feet support requirements.</p>	<p>Engineering Degree from reputed institute</p> <p>Experience: Min 3 years of experience</p>

**Normal Office Hours** shall mean the working hours on any working day of the ICSI which shall be between 9.00 A.M to 6:00 P.M on Monday to Saturday and on holidays in exigencies without any extra cost.

**(a) General**

1. The minimum specified scope of work to be undertaken by the Agency is to be performed as per the specifications and conditions mentioned in the different parts of this document.
2. Supply, installation, commissioning and maintenance of VC equipment at the stated Seven (7) locations on capex model and 2 MBPS MPLS in each site and



one dedicated bridge port per site on service provider's cloud to be provided on monthly recurring model.

3. The minimum suggestive technical specifications are mentioned in this Tender.

**(b) Supply**

1. The Successful Bidder to design, develop and implement the entire Project.
2. The successful Bidder shall supply all hardware on capexas per specifications mentioned in the tender.
3. Further, the successful Bidder must not bid/supply any equipment that is likely to be declared end of sale within Five(5) years from the date of supply. The successful Bidder shall submit an undertaking from OEM in this regard.
4. The successful Bidder shall be responsible for end-to-end implementation of the Hardware & connectivity of all the locations under this tender and shall quote and provide/ supply any item(s) of latest make and model.
5. The successful Bidder shall supply all the installation material/accessories/ consumables necessary for the installation of the systems and sub-systems.
6. The successful Bidder shall provide patches and updates of Firmware free of cost during the warranty period.
7. The successful bidder should provide back to back warranty certificate from the OEM for the entire term of the project.

**(b) Installation, testing, commissioning & system integration**

1. The scope of installation, commissioning shall mean to install, configure and integrate the following (but not limited to), adhering to essential security and safety measures.
2. Carry out installation of active components, passive components and accessories supplied as per standards for successful integration and implementation of the systems at all sites.
3. Configuring and fine-tuning of subsystems to achieve overall optimal network performance and highest security.



**(c) Civil Works, Chemical Earthing & Electrical Works**

The successful bidder will conduct a site survey and share a prerequisite document for installation of the proposed system. ICSI will ensure the site readiness before the equipment installation.

**(d) Project Management**

1. The successful Bidder will undertake to completely manage and maintain the said equipment/infrastructure installed and commissioned at sites for a minimum period of Five years after the clearance of Final Acceptance. During the said period of undertaking, the successful Bidder will be responsible for the smooth working of the total system installed at the locations under this project and to ensure minimum 98% uptime. This task of management of project will be termed as 'Project Management' in the rest of the document.
2. Successful Bidder shall depute engineer(s) and technician(s)/rigger(s) and Project manager to operate, configure, maintain and manage the said connectivity during the Project Management period round the clock. The successful Bidder shall provide a mobile phone at his cost to each of this staff so that the customer can reach them for fault rectification and other related services in case of emergency beyond office hours.

The proposal for Total Video Conferencing/Board Room solution at Seven (7) Location, Virtual Classes and webcasting/Streaming comprises of the following:

- a. Supply, installation and commissioning of Full High Definition Video Conferencing Equipment on capex for The Institute of Company Secretaries of India, New Delhi and 2 MBPS MPLS at each site and one dedicated bridge port per site on the service provider cloud with 24x7 VNoC support on monthly recurring model.
- b. Webcasting/Streaming through the service provider's cloud.
- c. Locations - Detailed addresses given in RFP
- d. List of the requirement is mention in this RFP.
- e. Warranty (Three (3) Years) + AMC (2years) for a period of Five (5) years for all locations



**Present Setup**

ICSI has centralized setup with DataCentre (DC) at Noida and Disaster recovery site at Aroli, Mumbai that has been outsourced to Sify. All the other offices are on the WAN through MPLS network. All applications, Internet, Intranet etc., are hosted at Data Centre, Noida and are accessed by all offices/locations over WAN.

ICSI have procured MPLS (VPN) link from M/s TCL for all mentioned 7 locations for the Internal Connectivity purpose only.

Both the primary Link (TCL) and equivalent secondary (ISP of Bharti Airtel) link is provided by TCL and total SLA responsibility is with M/s TCL only.

(Secondary Links are provided for ICSI HQ Lodi Road and ICSI NOIDA Office only; there is no secondary links for remaining locations.)

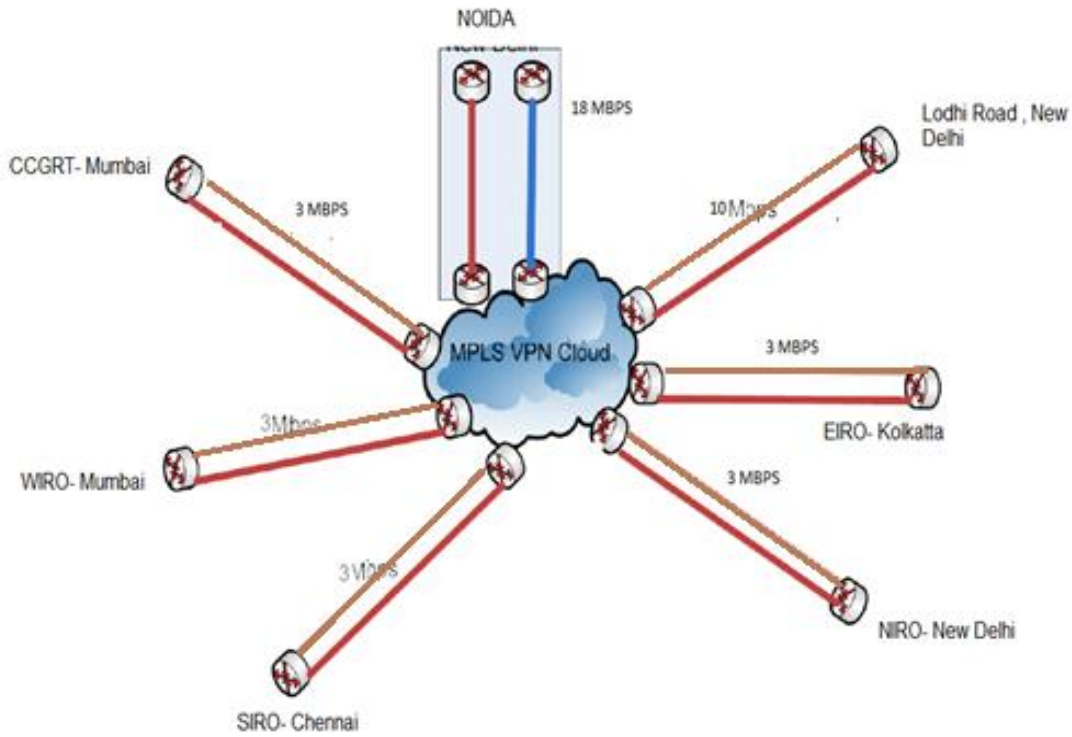
Noida is the hub site and all other sites SPOC sites. Noida being the hub site has the 60% of the aggregated bandwidth of all the SPOC sites.

**Note: The present MPLS usage is not allowed for this VC Solution.**





**Network Diagram**



ICSI intends to have video conferencing facility, Virtual Classes at 7 Locations, and Webcasting/streaming for other locations on the service provider's cloud



<b>S.No</b>	<b>Category</b>	<b>Item Description</b>	<b>QTY</b>	<b>Location( Delivery Installation and support)</b>
<b>Section A</b>				
1	Full HD END Point with display on capex, 2Mbps MPLS connectivity at each site bundled with 1 unlimited usage bridge port on SP's Cloud in monthly recurring model.	(a) Full High Definition Videoconferencing Codec, High Definition Camera (dual), Microphone, and Remote Control with all accessories / cables, display unit etc. Detailed Technical Specifications given in Annexure A. (b) 2 MBPS MPLS at each site (c) One dedicated bridge port on unlimited usage model.	7	1. ICSI - Lodi Road Delhi 2. ICSI - Noida 3. ICSI NIRO - New Delhi 4. ICSI WIRO - Mumbai 5. ICSI CCGRT-Navi-Mumbai 6. ICSI SIRO - Chennai 7. ICSI EIRO - Kolkata
2	VC Software	VC Software license for Desktop/Remote users (on Service Provider cloud)	70	1. ICSI - Lodi Road Delhi 2. ICSI - Noida 3. ICSI NIRO - New Delhi 4. ICSI WIRO - Mumbai 5. ICSI CCGRT-Navi-Mumbai 6. ICSI SIRO - Chennai 7. ICSI EIRO - Kolkata
	Additional bridge ports	Additional bridge ports on unlimited usage model.	8	



<b>Section B</b>				
1	Streaming Facility	Recording, live Streaming storage server on cloud	1	
<b>Section C</b>				
1	Manpower on site.	L2 engineer for any of the ICSI Offices.	1	ICSI - Offices
<b>Section D</b>				
1	Installation & Commissioning of 7 locations with oncall onsite support for the project TCO.			

**Detail description of each Section**

**Section A**

ICSI intends to engage reputed Service Provider for supply / installation of video conference equipments for all 7 locations/offices of the ICSI and to provide support for Five (5) years.

- a. This service includes supply, installation, commissioning of video conferencing equipment and display units on capex, designing, providing all related accessories, configuration, maintenance support, integration with cloud MCU, monitoring and reporting, migration, training, documentation etc., with SLA binding the Bidder and service quality commitments.
- b. The period of contract will be for Five (5) years with annual performance review basis.
- c. The selected Bidder to extend the service to ICSI locations/offices and shall be scalable to add new sites as and when required by ICSI, at the contracted rate.
- d. The selected Bidder to upgrade the equipment's firmware / software regularly. The same may be carried out automatically through the connectivity being provided as a part of the service.
- e. The selected Bidder to provide and manage 2 MBPS MPLS in each site.
- f. All equipments should support 1080p from day one.



- f. Bidder will provision one unlimited usage bridge port for each site and an additional of Eight (8) ports on unlimited usage model
- g. The opex for the port should be bundled with connectivity for single billing.
- h. Integrated SLA for VC as an application should be provided for the sites.
- i. The bidder will also provide 70 soft client /codec licenses through cloud for non VC sites. These clients will connect to the cloud using Internet.
- j. The technical specifications specified in Annexure -A – are minimum specifications and the equipments quoted by bidders should have all the minimal functionality enabled from day one.

#### **Location details**

- 1) The Institute of Company Secretaries of India  
ICSI House, 22, Institutional Area Lodi Road, New Delhi-110003
- 2) The Institute of Company Secretaries of India  
C-37, Sector -62, Noida (U.P.) - 201309
- 3) NIRC of the ICSI  
4, Institutional Area, Prasad Nagar, New Delhi – 110005
- 4) EIRC of the ICSI  
ICSI-EIRC Building, 3-A, Ahiripukur, 1<sup>st</sup> Lane, Kolkata – 700019
- 5) SIRC of the ICSI  
'ICSI-SIRC House', No. 9. Wheat Crofts Road, Nungambakkam,  
Chennai – 600034
- 6) WIRC of the ICSI  
13, Jolly Maker Chambers,  
No. 2 (First Floor), Nariman Point, Mumbai - 400021
- 7) ICSI-CCGRT  
Plot No. 101, Sector – 15,  
Institutional Area, CBD Belapur, Navi Mumbai – 400614



### **Section B**

The ICSI intends to have Webcasting/ Streaming facility through the service provider cloud.

The ICSI intends to Record, stream both live and stored video content to their employees dispersed over Seven (7) location, as well as external stakeholders.

### **Section C**

The FMS resource will be responsible for managing the complete Video setup including day to day operational issues.

Candidate will be responsible for coordinating with the respective vendors for next level of escalations and Hands & Feet support requirements.

### **Section D**

The Agency will be responsible for installation & commissioning of the VC setup, connectivity and providing oncall/on site physical end to end onsite support for Five (5) years.

### **Warranty and support**

The Warranty shall be:

1. On-site, comprehensive and BACK-TO-BACK from OEM for a period of Three (3) years from the date of acceptance. Bidder will have to provide back to back warranty certificate.
2. Advanced replacement of hardware
3. Software/firmware's updates and upgrades at no cost to ICSI
4. L2 support from OEM.
5. On-site support as and when required from bidder for hardware issues as and when arises.



**Annual Maintenance of contract**

1. On-site, comprehensive and BACK-TO-BACK from OEM for a period of Two (2) years after completion of Three (3) years of warranty period. Bidder will have to provide back to back warranty certificate.
2. Advanced replacement of hardware
3. Software updates and upgrades at no cost to the ICSI
4. L2 support from OEM
5. On-site support from bidder for day to day operational issues as and when arises.
6. Periodic preventive maintenance/Physical Verification of hardware, once in quarter.

**Training**

The bidder shall impart the training to the ICSI officials during installation of VC devices at respective locations. The training should include, explaining all the features and capabilities, Trouble shooting and routine maintenance of all the equipment mention in the RFP.

**DELIVERY PERIOD & SITE DETAILS**

The delivery, installation & implementation will be completed within 10 (Ten) weeks on placement of the purchase or work order. The site readiness as per the prerequisites will be ensured by ICSI. Any delay by the tenderer after site readiness confirmation by ICSI in the delivery or installation of items shall render the tenderer liable to any or all of the sanctions viz. penalty/ invocation of Bank Guarantee / forfeiture of security deposit/ imposition of liquidated damage etc whichever applicable.

Site for delivery & installation of equipment are as under:

- 1) The Institute of Company Secretaries of India  
ICSI House, 22, Institutional Area Lodi Road, New Delhi-110003
- 2) The Institute of Company Secretaries of India  
C-37, Sector -62, Noida (U.P.)
- 3) NIRC of the ICSI  
4, Institutional Area, Prasad Nagar, New Delhi - 110005





- 4) EIRC of the ICSI  
ICSI-EIRC Building, 3-A, Ahiripukur, 1st Lane, Kolkata – 700019
- 5) SIRC of the ICSI  
'ICSI-SIRC House', No. 9. Wheat Crofts Road, Nungambakkam,  
Chennai – 600034
- 6) WIRC of the ICSI  
13, Jolly Maker Chambers, No. 2 (First Floor), Nariman Point, Mumbai - 400021
- 7) ICSI-CCGRT  
Plot No. 101, Sector – 15, Institutional Area, CBD Belapur, Navi Mumbai – 400614

#### **LIQUIDATED DAMAGES**

If the tenderer fails to deliver any or all of the goods or complete the installation/ commissioning/implementation within the period specified in the purchase order, ICSI, shall without prejudice to its other remedies, deduct as liquidated damage 0.5% of the value of undelivered goods, per week to a maximum of 5% of the value of undelivered work

#### **Misuse of Bandwidth**

There shouldn't be any misuse of Bandwidth. It will be Agency's responsibility to take care of the same.



**MANUFACTURERS'/PRODUCERS' AUTHORIZATION FORM**

To:

Dear Sir:

**Ref: Your RFP: dated**

We who are established and reputable manufacturers / producers of \_\_\_\_\_ having factories / development facilities at (*address of factory / facility*) do hereby authorise M/s \_\_\_\_\_ (*Name and address of Agent*) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation.

We duly authorise the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,  
(Name)  
(Name of Producers)

*Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.*



**Service level Agreement for Managed VC at 7 locations**

This agreement made on \_\_\_\_\_ 2016 between ICSI which expression shall include its successors and assigns and M/s. \_\_\_\_\_ incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_ (hereinafter called "THE COMPANY") which expression shall include its successors and assigns.

WHEREAS THE COMPANY has agreed to provide and the ICSI has agreed to accept from THE COMPANY, repair and maintenance service for the managed Video Conferencing (VC Device+connectivity+bridging on SP's cloud)for 7 Locations and Streaming.

The description of the equipment/solution as per the purchase order to be placed on the successful bidder. (Hereinafter called EQUIPMENT) hereto as amended from time to time, subject to the ICSI Paying charges to the company on the following terms and conditions:

1. In consideration of the premises it is agreed between the parties as follows:

a) During the term of this agreement THE COMPANY agrees to maintain the EQUIPMENT in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:

b) THE COMPANY shall rectify any defects, faults and failures in the EQUIPMENTS and shall repair/replace worn out or defective parts of the EQUIPMENT during ICSI's normal local working hours i.e. from 9.00 A.M. to 6.00 P.M. on Monday to Saturday and on holidays in exigencies without any extra cost. In case any defects, faults and failures in the equipments could not be repaired or rectified during the said period, the engineers of the company are required to accomplish their duties beyond the said schedules in case of any situation if it warrants. In cases where unserviceable parts of the EQUIPMENTS need replacement THE COMPANY shall replace such parts, at no extra cost to the ICSI, with brand new parts or those equivalent to new parts in performance. For this purpose THE COMPANY shall keep sufficient stock of spares at ICSI's premises and at the premises of THE COMPANY.

c) THE COMPANY shall provide repair and maintenance, in response to oral, including telephonic notice by ICSI immediately.



- d) THE COMPANY shall ensure that faults and failures intimated by the ICSI as above are set right within two hours of being informed of the same.
- e) THE COMPANY shall ensure that the full configuration of the EQUIPMENT is available to the ICSI in proper working condition for 99.5% of the time quarterly.
- f) THE COMPANY shall ensure that in the meantime between failures (including any malfunctioning, breakdown or fault) in the EQUIPMENT or any part thereof, as calculated during any and every quarter (period of three consecutive months) is not less than 90 days.
- g) **Preventive maintenance:** THE COMPANY shall conduct Preventive Maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the EQUIPMENT, and necessary repair of the EQUIPMENT) once within every six months. Notwithstanding the foregoing THE COMPANY recognizes the ICSI's operational needs and agrees that the ICSI shall have the right to require THE COMPANY to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.
- h) All engineering changes generally adopted hereafter by the COMPANY for EQUIPMENT similar to that covered by this Contract, shall be made to the EQUIPMENT at no cost to the ICSI.
- i) Qualified maintenance engineers totally familiar with the EQUIPMENT shall perform all repairs and maintenance service described herein.
- j) The ICSI shall maintain a register at its site in which, the ICSI's operator / supervisor shall record each event of failure and / of malfunction of the equipment. The company's engineer shall enter the details of the action taken in such register. Additionally every time a preventive or corrective maintenance is carried out, the COMPANY'S engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the ICSI's official. The original of the field call report shall be handed over to the ICSI's official.
- k) THE COMPANY shall provide replacement equipments if any equipment is out of the premises for repairs.
2. Any worn or defective parts withdrawn from the EQUIPMENT and replaced by the COMPANY shall become the property of THE COMPANY and the parts replacing the withdrawn parts shall become the property of the ICSI.



3. THE Company's maintenance personnel shall be given access to the EQUIPMENT when necessary, for purpose of performing the repair and maintenance services indicated in this agreement.

4. However if the ICSI desires to shift THE EQUIPMENT to a new site and install it thereof urgently, THE Company shall be informed of the same immediately. THE ICSI shall bear the charges for such shifting and THE COMPANY shall provide necessary arrangement to ICSI in doing so subject to site feasibility. The terms of this agreement, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on THE COMPANY. The ICSI and COMPANY may agree to amend charges for the maintenance service after shifting of the equipment to the new site.

5. The ICSI shall arrange to maintain appropriate environmental conditions, such as those relating to space, temperature, power supply, dust within the acceptable limits required for equipment similar to that covered by this Contract.

6. NO term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.

7. If, in any month, THE COMPANY does not fulfill the provisions of clauses (b), (c), (d), (e) and (f) only the proportionate maintenance charges for that period during the month will not be considered payable by the ICSI without prejudice to the right of the ICSI to terminate the contract as per the clause 11 hereafter. In such event THE COMPANY was credited without deducting the proportionate maintenance charges for that month, the ICSI can deduct the same from future payments payable or the COMPANY shall refund the amount forthwith to the ICSI on demand by the ICSI.

8. On account of any negligence, commission or omission by the engineers of the COMPANY and if any loss or damage caused to the Equipment, the COMPANY shall indemnify/pay/reimburse the loss suffered by the ICSI.

## **9. SUBCONTRACTING:**

9.1. THE COMPANY will not subcontract or permit anyone other than the COMPANY personnel/authorized representative to perform any of the work, services or other performance required of the COMPANY under this contract without the prior written consent of the ICSI.



## **10. CONFIDENTIALITY:**

11.1 THE COMPANY acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to ICSI will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. THE COMPANY agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to ICSI in divulging the information by the employees of the COMPANY, the ICSI shall be indemnified. The COMPANY agrees to maintain the confidentiality of the ICSI's information after the termination of the contract also.

11.2 THE COMPANY/ ICSI will treat as confidential all data and information about the Company/ ICSI /Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

## **12 Liquidated Damages(LD) for late implementation:**

While awarding a contract, an LD clause for levying penalty on the vendor in case of delay in effecting delivery of services as under:

- i.  $\frac{1}{2}$  per cent of total value of contract, for each day of delay, in case of services are delivered within 7 days after the due date;
- ii. 1 per cent of total value of contract, for each day of delay, in case of services are delivered beyond 7 days but up to 14 days after the due date;
- iii. 2 per cent of total value of contract, for each week of delay, in case of services are delivered beyond 14 days subject to a maximum of 10% of total contract price;

## **13. Indemnity**

In case of failure 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 supplier. 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 Institute on this account shall be recovered from the supplier.

### **13. Governing Law:**

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

### **14. Dispute Resolution:**

Any dispute, difference, controversy or claim (“Dispute”) arising between the Parties out of or in relation to or in connection with Agreement/contract, or the breach, termination, effect, validity, interpretation or application of this Agreement/contract or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorized official of the parties. If, for any reason, such Dispute cannot be resolved amicably by the Parties, the same shall be referred to the sole arbitration who would be the Chief Executive/Secretary of the Institute of Company Secretaries of India or any other person appointed by him as Sole Arbitrator. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force will be applicable to the arbitration proceedings. The venue of the arbitration shall be at New Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The language of the arbitration and the award shall be English. The decision / award of the arbitrator shall be final and binding on parties to the arbitration proceedings.

### **15. Independent Agreement/contract & Relationship between the Parties:**

The relationship of the Service Provider to the ICSI under this Agreement/contract 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/contact. The acts performed and action taken by either party that do not fall under the Agreement / contract 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 between the parties to this agreement that the personnel(s) employed / hired / engaged (permanent / regular / casual / contractual / temporarily / daily wager or whatever be the status / name) by the Service Provider directly or indirectly for the execution of work as provided under this agreement/contract, 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.

**16. Non-Exclusive Agreement:**

The Agreement/contract between the ICSI and the Service Provider is a non-exclusive agreement. The ICSI shall be free to enter into any such agreement/contract with any other Service Provider during currency or the extended currency of Agreement/contract.

**17. Complete / Entire Agreement/ contract:**

The Agreement/contract, it's Attachments, if any, and the documents specifically referred herein constitute the complete Agreement/contract between the Parties and replace any written or oral Agreement/contract or understanding with respect to the subject matter. Changes, amendments or interpretations of the Agreement/Contract 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 the Agreement/Contract.

**18. Non Waiver:**

Failure to exercise by either party of any right under the Agreement/Contract 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 the Agreement/Contract shall not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by all the parties.

**19. 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/contract.

**20. Severability:**

If any provision of the Agreement/contract is held invalid, unenforceable or illegal for any reason, the Agreement/contract will remain otherwise in full force apart from that provision(s) which shall be deemed deleted.



### **21. 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.

### **22. Notices & Notifications:**

All notices, notifications, request, consents or other communications required or permitted to be given to either party pursuant to the Agreement/contract 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. Any change of Address should be notified to each other.

### **23. Alteration and Modification:**

Any alteration or modification or waiver in connection with the Agreement will not be effective unless made in writing and signed by both the parties.

### **24. TERMINATION:**

The ICSI without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving two (2) months' notice in writing in case Service Provider fails to discharge its obligation under this agreement/contract 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.

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/contract 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/contract 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. There will be no exit on convenience however for the lockin period of the contract. In case there is such an event ICSI will bear the residual value of the contract.

### **25.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:

- (1) This Agreement
- (2) The Attachments (if any)
- (3) The Work Order (if any)
- (4) The RFP

### **26.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.

### **27. Duration of the Contract:**

This contract shall be for a period of Five (5) Years (Overall period of Five years i.e. Three years under warranty and Two years under AMC support) subject to evaluation of the performance on yearly basis by the ICSI. In case on annual review, it is perceived by the ICSI that the firm's previous year's performance is not satisfactory, it may terminate the contract after giving one month's notice in writing on the completion of the year of service. The ICSI has to issue the termination notice within one month of the completion of the yearly maintenance otherwise the contract will automatically stand valid.

### **28.Review Mechanism during project roll out**

- Weekly Review Meeting (WRM) with team lead at Noida/Delhi Office



- Monthly Review Meeting (MRM) with the next level to the team lead as per the escalation matrix
- Steering Committee Meeting (SCM) with competent authority once in two months or as and when required
- Online access of all issues/tickets as on date status to all concerned officials of the Institute (centralised helpdesk)

### **29.Extension of Contract**

The said Agreement may be extended for a further period of maximum of Five (5) Years on mutually agreed terms and conditions between the ICSI and the vendor in writing.

### **30.Issues / Request / Tickets Handling**

<b>All reported problems will have a priority assignment as follows</b>			
<b>Table - Priority definition for issues reported</b>			
<b>Priority</b>	<b>Definition</b>	<b>Mean Time to Respond</b>	<b>Mean Time to Resolve</b>
C1- Critical	More than 70% of the users are unable to use the system or any of the critical user (President/Secretary/ CE/Council Member/ System Administrator)	2 Hours	Within 2 (Two) working day
C2- Urgent	More than 20% of users are unable to use the system or any of the critical users (limited to 5 in number including HOD) are unable to use the system	6 Hours	Within 5 (five) working days
C3- Normal	All other problems or any localized problem	8 Hours	Within 10 (ten) working days

### **31.Penalties on Service Delivery**

- a. Rs. 5,000 /- (Rs. Five Thousand only) per day till the resolution of issue at the site and SLA violation.



IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE ABOVE MENTIONED DATE.

Seal of the company affixed in the

Signed, Sealed and Delivered by the

said..... (For the ICSI)

in the presence of:.....

Signed, Sealed and Delivered by the

Said..... (For the Company)

in the presence of:.....





**Annexure-B**

**Power of Attorney**

**Format for Power of Attorney for Signing of Application/Bid document/contract/agreement.**

*(On a Stamp Paper of relevant value)*

**Power of Attorney**

Know all men by these presents, We M/s  
.....

(name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms

(name and residential address and PAN), duly approved by the Board of Directors in their meeting held on (Copy of board resolution enclosed), who is presently employed with us and holding the position of

.....

as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for "ICSI" including signing and submission of all documents and providing information / responses to ICSI, representing us in all matters before ICSI in all matters in connection with our bid for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the -----day of 20\_

For \_\_\_\_\_

(Name, Designation and Address)

Accepted \_\_\_\_\_ (Signature)

(Name, Title and Address of the Attorney) Date :

**Note:**

*i. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*

*ii. In case an authorized Director of the Applicant signs the Application, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*



*iii. In case the Application is executed outside India, the Applicant has to get necessary authorization from the Consulate of India. The Applicant shall be required to pay the necessary registration fees at the office of Inspector General of Stamps.*

**Annexure -C**

**Format for Affidavit certifying that Entity/Promoter(s) / Director(s)/Members of Entity are not Blacklisted (On a Stamp Paper of Rs 500)**

**Affidavit**

I, M/s..... (Sole Applicant / Lead Member / Member/Affiliate), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s) /director(s) are not barred by any department or blacklisted by any state government or central government / department / organization in India/World bank /DFiD/ADB from participating in Project/s, either individually or as member of a Consortium as on the \_\_\_\_\_(Date of Signing of Application).

We further confirm that we are aware that, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the agreement period and the amounts paid till date shall stand forfeited without further intimation.

Dated this ..... Day of ..... , 20.

Name of the Applicant

.....

Signature of the Authorized Person

.....Name of the Authorized Person



**Technical Bid letter**

To

Dated.....

Sir,

We hereby declare

1. We are equipped with adequate manpower / machinery / technology for providing the Services as per the parameters laid down in the Tender Document and we are prepared for live/technical demonstration of our capability and preparedness before the representatives of ICSI and We/our principals are also equipped with adequate maintenance and service facilities within India for supporting the offered document.
2. We hereby offer to provide the Services at the prices and rates mentioned in the Financial Bid
3. We do hereby undertake, that, in the event of acceptance of our bid, the Services shall be provided as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.
4. We enclose herewith the complete Technical Bid as required by you. This includes:
  - a) This Bid Letter
  - b) Details of the proposed solution, proposed Methodology & Timeline.
  - c) Every page of the technical bid has been numbered and signed on the left side bottom corner.
  - d) **Soft copy of the complete technical bid in Microsoft word (doc / docx) format is enclosed.**

We agree to abide by our offer for a period of 180 days from the date fixed for opening of the Technical Bids and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of the Contract applicable to the tender and we do hereby undertake to provide services as per these terms and conditions.

Bid Security (Earnest Money) for an amount equal to Rs.----- (Rs. ----- Only) is enclosed.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof or placement of letter of intent awarding the contract, shall constitute a binding contract between us.



Dated this Day of year 201\_\_

(Signature) (In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of: (Name and Address of Company)

Seal/Stamp of BIDDER

Witness Signature: Witness Name: Witness Address:

**Financial Bid Letter:**

To

Dated.....

Sir,

We hereby declare

1. We are equipped with adequate manpower / machinery / technology for providing the Services as per the parameters laid down in the Tender Document and we are prepared for live/technical demonstration of our capability and preparedness before the representatives of the ICSI and We/our principals are also equipped with adequate maintenance and service facilities within India for supporting the offered document .We hereby offer to provide the Services at the prices and rates mentioned in the Financial Bid.

2. We do hereby undertake, that, in the event of acceptance of our bid, the Services shall be provided as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

We agree to abide by our offer for a period of 180 days from the date fixed for opening of the Financial Bids and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the tender and the conditions of the Contract applicable to the tender and we do hereby undertake to provide services as per these terms and conditions.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof or placement of letter of intent awarding the contract or entering into agreement, shall constitute a binding contract between us.



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

Dated this Day of year 201\_\_

(Signature)

(In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of: (Name and  
Address of Company)

Seal/Stamp of BIDDER

Witness Signature: Witness Name:

Witness Address:



**Annexure-D**

**Technical Evaluation Criteria**

<b>Sl. No.</b>	<b>Category</b>	<b>Max Marks</b>	<b>Sub-category</b>	<b>Marks</b>
1	Proposed technical solution	15	Proposed work plan	10
			Training methodology & details	5
2	Technical Specification Hardware	50	Comparison between Technical Specification and offered Specification. 2 marks to be reduced for each deviation but not limited to 10 marks only. If deviation in Technical specifications mentioned is more than 5 the bid can be summarily rejected	50
3	Demo of the Application /facility visit	25	Demo of the application showing various features /facility visit	25
4	Quality certifications for the Prime Bidder / any member of the consortium	10	ISO 9001:2008	10

**Format for Queries:**

**Name of the Project**  
**Name of the Bider**

<b>S.NO</b>	<b>Page No</b>	<b>Queries</b>

**Signature:**





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

**Name of the authorised Signatory:**

**Company seal:**

**Note: All the queries should be sent in this format to: [nikhath.khan@icsi.edu](mailto:nikhath.khan@icsi.edu) No other format is acceptable apart from this format**



**Guidelines for preparation of Technical Proposal**

**Technical Proposal should comprise of the following:**

A printed covering letter, on the bidding organization's letterhead with all required information and authorized representative's initials shall be submitted along with the proposal.

The technical proposal should contain a detailed description of how the bidder will provide the required services for Five (5) years. It should articulate in detail, as to how the bidder's Technical Solution meets the requirements specified in the RFP. The technical proposal must not contain any pricing information. In submitting additional information, please mark it as supplemental to the required response.

Proposals must be direct, concise, and complete. All information not directly relevant to this RFP should be omitted. Department will evaluate bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this RFP.

**The technical proposal should address the following at the minimum:**

The proposal should have information specific to the ICSI Project requirement only.

It should describe how the functional requirements will be translated into technical implementations, that is, it should map with the Functional Requirements Specifications.

**Project Management Plan including**

1. Implementation Plan
2. Training Plan
3. Hand holding, Operations and Maintenance Plan
4. Bill of Materials (without price) location wise to include all Hardware & Software.
5. Detailed specifications including make, model and version of Hardware and Networking equipment.
6. Ink Signed Manufacturer Authorization letters of the OEM to be attached of all the components of the Bid Without ink signed MAF bid will be rejected.
7. One Resident Engineer to be deployed in Delhi NCR.
8. Bidder Local office details at each location will be provided separately.



**Data Sheet Mapping:**

It should be submitted as separate document with all the datasheets. Without this the Bids will be summarily rejected.

Bidders should also provide mapping of the datasheets in the following ways:

Name of the Product	Specification as per RFP	Reference in Data sheet as	Remark if any

**ANNEXURE - A Technical Specification**

<b>ENDPOINT</b>				
			<b>Compliance Yes/No</b>	<b>Remarks</b>
1	Package	Full HD 1080p camera, Full HD 1080p Codec, Microphone, Cables, and Wireless Remote Control		
2	Protocols	H.323 and SIP Compliant		
		H.261, H.263, H.264. The system should support higher Video Compression protocols such as H.264 SVC/H.265		
		H.239 , BFCP		
		H.263 & H.264 Video error concealment		
		G.711, G.722, G.722.1 audio protocols		
		H.281 far end camera control		
3	Video Inputs	It should have 1 x HD Camera Interface.		
		It should have another inbuilt 2 x HDMI/DVI/VGA port for PC, Document Camera etc.		



4	Video Outputs	It should have atleast 2 x HDMI/DVI ports to connect displays.		
5	Main Video Resolutions	Shall work in high definition video resolution of 1080p60fps for live video for both Transmit and receive		
6	Content Resolutions	The system should support 1080p30fps content along with 1080p30fps Main Video		
7	Camera	Full HD 1080p 60 fps		
		1280 x 1080p CCD/CMOS imager		
		Zoom - 12X or more		
		Field of View - 250 Degrees or Higher Horizontal FOV		
		Camera should be supplied with cable of min. 3 mts.		
		It should be capable of enhancing video conferencing experience with advanced speaker-tracking technology such that it automatically scans the room and seamlessly commands the main camera to appropriately frame the speaker during a call without any manual intervention.		
8	Audio Inputs	It should support 4 nos of Omni Directional Microphones either directly or through array. Two Mics should be supplied Day One		
		It should have additional Audio Input for PC Audio		



9	Audio Outputs	It should have atleast 1 x HDMI port		
		It should have atleast 1 x 3.5mm/RCA Stereo Line-Out port		
10	Network	Should have 100/1000 Mbps auto speed Ethernet port		
		Support Data Rate of 6 Mbps or more on IP (H.323 and SIP)		
11	Multipoint	The system should have capability to connect to 4 more locations all with HD resolution (1+4) using the inbuilt capability		
12	Other Ports	Serial/Ethernet control port for integrating with external control system		
13	Other Features	Should work with IPv4 and IPv6 addressing schemes		
		Should support QOS (Quality of Service) definitions		
		Should support H.460.X Firewall traversal protocol		
		Global Directory / Centralized directory support		
14	Power	Should operate on 230v, 50 Hz Power supply		

<b>Desktop/Laptop client based Videoconferencing</b>	<b>Compliance Y/N</b>	<b>Remarks</b>
Feature		
The desktop client should be downloadable from central server or available on a CD/USB and should register on the service provider's cloud.		



The desktop client should be able to display the Videoconference on full screen in HD Quality 720p 30fps		
The desktop client should be able to display the presentation/ data sharing shared by remote sites including h323 devices on a separate screen other than Video and should be possible to view in extended monitor if connected.		
The desktop client should be able to share presentations, desktop display or documents /application sharing to the participants in the Video Call including h323 devices		
The desktop should be able to support continuous presence (CP) and Voice activated (VA) mode selectable by the users/external mcus.		
The desktop client should support standard USB HD (720p30) Webcams and echo cancelling mic/speakers		
The desktop should be able to support High Definition (720p30) quality video transmit and receive		
Should support AES 128 bit encryption and support NAT/firewall traversal to connect sites on internet.		
The desktop client should be able to run on latest Windows / Mac / Linux platforms.		

### **MCU on the Cloud**

The Service provider's MCU should work on 1080p resolution and should be available with local redundancy. The service provider should have 24x7 video NoC. One port per Site(7) will be reserved on the service provider's MCU for ICSI on unlimited usage model, in addition to this 8 more ports shall be provided on unlimited usage based model. The service provider's cloud should have a facility to stream video sessions live and also provide storage for these sessions for a minimum period of one week. The service provider should also quote for a separate usage based id for large format calls.





**Provision of Reports:**

1. The vendor should provide regular reports of Number of Conferences, Streaming, Meeting schedules, Data storage, user logins, Log Reports, number of soft licenses utilized, billing reports etc. on Monthly basis to the Institute. Preferably providing the Dash Board URL so that as and when Institute wish they may generate the Soft Reports.

**MPLS Connectivity**

2 MBPS MPLS at each siteshould be provisioned for running the video conferencing application. The site should be provisioned with dedicated Last mile CPE equipment including modem pair,router etc.

**Display Units**

Each of these 7 sites will be provisioned with dual 65 inch Full HD display with HDMI interface like make of NEC/LG/Samsung/Sony/Panasonic etc.

**Display Unit Specs:**

	<b>Description</b>	<b>Specs</b>
Panel	Diagonal Size	65"
	Type	60Hz LED BLU
	Resolution	1920 × 1080 (16:9)
	Pixel Pitch(mm)	0.744(H) × 0.744(V)
	Active Display Area(mm)	1428.48(H) x 803.52(V)
	Brightness(Typ.)	400nit
	Contrast Ratio	4,000:1
	Viewing Angle(H/V)	178:178
	Response Time(G-to-G)	6ms
	Display Colors	10bit Dithering - 1.07Billion
	Color Gamut	70%
	Operation Hour	16/7
	Haze	
Display	Dynamic C/R	Mega. DCR (AV Mode)



	H-Scanning Frequency		30 ~ 81kHz	
	V-Scanning Frequency		48 ~ 75HZ	
	Maximum Pixel Frequency		148.5MHz	
Sound	Speaker Type		Built in Speaker(10W + 10W)	
Connectivity	INPUT	RGB	Analog D-SUB, DVI-D	
		VIDEO	CVBS, Component, HDMI	
		AUDIO	Stereo mini Jack	
		USB	USB Player	
	OUTPUT	RGB	N/A	
		VIDEO	N/A	
		AUDIO	Stereo mini Jack	
		Power Out	N/A	
	EXTERNAL CONTROL		RS232C(in/out) thru stereo jack	
	EXTERNAL SENSOR		Yes	
Tuner		N/A		
Power	Type		Internal	
	Power Supply		AC 100 - 240 V~ (+/- 10 %), 50/60 Hz	
	Power Consumption	Max[W/h]		253
		Typical[W/h]		180
		BTU(Max)		862.73
		Sleep mode		less than 0.5W
		Off mode		less than 0.5W
Mechanical Spec	Dimension (mm)	Set	1467.4x848x56.2	
		Package	1600 x 980 x 287	
	Weight (kg)	Set	27.4	
		Package	35.4	
	VESA Mount		400*400mm	
	Protection Glass		N/A	
	Stand Type		Foot Stand (Optional)	
	Media Player Option		SBB	



	<b>Type</b>		
	<b>Bezel Width (mm)</b>		18.0mm(Bottom 23.5mm)
<b>Operation</b>	<b>Operating Temperature</b>		0°C~ 40°C
	<b>Humidity</b>		10~80%
	<b>Key</b>		LED LFD
	<b>Special</b>		Built in Speaker(10W + 10W), PIP/PBP, Narrow Bezel, Light Weight, RS232 In/Out 1 D-Sub & 1 HDMI, USB Player
<b>Feature</b>	<b>Internal Player (Embedded H/W)</b>	<b>Processor</b>	N/A
		<b>On-Chip Cache Memory</b>	N/A
		<b>Clock Speed</b>	N/A
		<b>Main Memory Interface</b>	N/A
		<b>Graphics</b>	N/A
		<b>Storage (FDM)</b>	N/A
		<b>Multimedia</b>	N/A
		<b>IO Ports</b>	N/A
		<b>Operating System</b>	N/A



Certification	Safety		UL(USA) : cUL60950-1, CSA (Canada):cUL60950-1, TUV (Germany) : IEC60950-1/EN60950-1, NEMKO (Norway): IEC60950-1/EN60950-1, CB (Europe) : IEC60950-1/EN60950-1, KC (Korea) : K 60950-1, CCC (China) : GB4943.1-2011, PSB (Singapore) : PSB+IEC60950-1 , EAC (Russia) : EAC+IEC60950-1 , NOM (Mexico) : NOM-001-SCFI-1993 , IRAM (Argentina) : IRAM+IEC60950-1 , SASO (Saudi Arabia ) :SASO+IEC60950-1, BIS(India) : IEC60950-1 / IS13252, INMETRO (Brazil):INMETRO+IEC60950-1, BSMI(Taiwan):BSMI+IEC60950-1, RCM
	EMC		FCC (USA):Part 15, Subpart B Class A, CE (Europe) :EN55022:2006+A1:2007 EN55024:1998+A1:2001+A2:2003, VCCI (Japan): VCCI V-3 /2010.04 Class A , KCC/EK (Korea):KN13 / KN20, BSMI (Taiwan) : CNS13438 (ITE EMI) Class A / CNS13439 (AV EMI) / CNS14409 (AV EMS) / CNS14972 (Digital) , C-Tick (Australia) : AS/NZS CISPR22:2009 , CCC(China) :GB9254-2008 GB17625.1- 2012 , GOST(Russia/CIS):GOST R 51317 Series,GOST 22505- 97.EN55022:2006+A1:2007.EN55024:1998 +A1:2001+A2:2003
	Environment		N/A
Accessories	Included		Quick Setup Guide, Warranty Card, D-Sub cable, Power Cord, Remote Controller, Batteries
	Optional	Stand	STN-L6500E
		Mount	WMN6575SD
		Specialty	CML450D (Ceiling Mount)
	Media Player	SBB	



**Format for Commercial bid**

<b>Monthly Recurring Charge</b>					
<b>Sr. No.</b>	<b>Product Description</b>	<b>Quantity</b>	<b>Monthly Unit Rate (in INR)</b>	<b>Total Annual Recurring Charge (in INR)</b>	<b>Total Recurring charge for 3 years</b>
<b>MANAGED VIDEO CONFERENCING</b>					
1	2 MBPS MPLS at each site;bundled with dedicated unlimited usage bridge port& 24x7 VNoC support.	7			
2	Streaming charges considering 4 streaming of 2 hours each in a month	1			
3	Additional ports on unlimited usage based model	8			
4	Resident Engineer at on site.	1			
<b>ONE TIME COST</b>					
<b>Sr. No.</b>	<b>Product Description</b>	<b>Quantity</b>	<b>Unit Rate (in INR)</b>	<b>Total Charge (in INR)</b>	
1	Full High Definition Videoconferencing Codec, High Definition Camera (dual),Microphone, Remote Control with all accessories / cables etc. as per specifications indicated in annexure A.	7			



2	VC Software for desktop/Remote users as per specifications indicated in Annexure-A	70			
3	65 inch Full HD display as per specifications indicated in Annexure-A.	14			
4	Installation, Commissioning & training	7			
Sales Tax if any					
Service tax if any					
Any other taxes if any					
Grand Total Included Taxes (for 3 years)					

**USAGE BASED ID for large format calls**

S.No.	Item Description	Qty	Price per port per minute(INR)
1	<b>Bridge Port on Service provider's VC MCU (cloud MCU) on usage based model for large format calls(i.e. calls exceeding the contracted port capacity of 15 ports)</b>	1	

**FOR 4<sup>th</sup> & 5<sup>th</sup> Year**

<b>Monthly Recurring Charge</b>				
Sr. No.	Product Description	Quantity	Monthly Unit Rate (in INR)	Total Annual Recurring Charge (in INR)
<b>MANAGED VIDEO CONFERENCING</b>				





1	2 MBPS MPLSat each site bundled with dedicated unlimited usage bridge port& 24x7 VNoC support.	7		
2	Streaming charges considering 4 streaming of 2 hours each in a month	1		
3	Additional ports on unlimited usage based model	8		
4	Resident Engineer at on site.	1		
	Total 4 <sup>th</sup> year			
	Total 5 <sup>th</sup> year			

**Annual Recurring Charge 4<sup>th</sup> & 5<sup>th</sup> year**

<b>Sr. No.</b>	<b>Product Description</b>	<b>Quantity</b>	<b>AMC Unit Rate (in INR)</b>	<b>AMC total price for 2 years</b>
1	2 year AMC for hardware (back to back OEM warranty certificate)	7		
2	2 year AMC for Displays	14		

**Bidders are requested to note the following:**

1. All the details must be provided as per format.
2. All the rates must be quoted in INR. The cost should be inclusive of all taxes. Octroi amount, if any, shall be reimbursed separately on the production of original receipt in the name of ICSI. Vendor should claim the octroi reimbursement, if any, at the time of delivery payment.



3. L1 would be determined on the basis of the TCO of Five years. AMC amount to be quoted excluding service tax. Service tax would be paid on actuals prevailing in respective year.
4. Conditional commercial bids would be rejected.

Date Signature of Authorised Signatory ...

Place Name of the Authorised Signatory ...

Designation ...

Phone & E-mail:

Name of the Organisation ...

Seal

### **Declaration**

The bidder should declare that:

- a. He has read and understood the terms and conditions given in the Tender Document;
- b. He is eligible for award of the contract as per the qualification criteria mentioned in the Tender Document;
- c. He accepts and agrees to all the terms and conditions of the Tender;
- d. He shall comply with all the terms and conditions of the Tender;
- e. All the information / documents provided in his bid are true to the best of his knowledge and belief. If at any stage, the information / documents are found to be false, misleading or incorrect then his Bid / Purchase Order shall be cancelled at his cost and risk and he shall indemnify the ICSI for the loss caused due to the cancellation and he shall be liable for penal / legal action including black listing.



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IN PURSUIT OF PROFESSIONAL EXCELLENCE  
Statutory body under an Act of Parliament

- f. He understands that the ICSI reserves the right to cancel the Tender at any stage or to cancel / reject any one or more bid without incurring any liability.

All the information furnished by us here in above is correct to the best of our knowledge and belief.

Place: SIGNATURE OF THE APPLICANT

Date: NAME & DESIGNATION SEAL OF ORGANISATION