REQUEST FOR PROPOSAL (RFP)

To

Access Online Database of International Taxation

Issued on: 20th June, 2014

THE INTITUTE OF CHARTERED ACCUNTANTS OF INDIA (ICAI)

NEW DELHI

TABLE OF CONTENTS

SECTION NO.	Particulars	Page No.
I	TENDER NOTICE	3 to 4
II	BACKGROUND	5
III	ELIGIBILITY CRITERIA	6 to 7
IV	SCOPE OF THE WORK	8 to 9
V	INSTRUCTIONS TO BIDDERS	10 to 11
VI	GENERAL CONDITIONS OF THE CONTRACT	12 to 15
VII	BID OPENING, EVALUATION PROCESS AND SELECTION PROCEDURE	16
Annexure-A	COVERING LETTER	17
Annexure-B	TECHNICAL BID	18
Annexure-C	FINANCIAL BID	19

SECTION-I

TENDER NOTICE

Request for Proposals (RFPs) are invited by the Institute of Chartered Accountants of India (ICAI) in two sealed covers (Technical and financial bids) from reputed and experienced entities engaged in providing the access to Online Database of International Taxation.

Nature of the work:

The Bidder is expected to provide **Access to Online Database of International Taxation** by whitelisting the ICAI's website i.e. IP www.icai.org wherein a link will be provided to have the access to the database. The link will facilitate the Members of ICAI to login to ICAI's web site which would be validated at ICAI's web site and without any further user name and password the Members would get the access to Online Database of International Taxation (from Bidders portal by using a masked link with the tab from Bidder's end) or by any other process by which the Bidder can facilitate the access to the Members.

PLEASE SUBMIT ALL DOCUMENTS IN DUPLICATE / XEROX COPIES INCLUDING PART – I & PART – II.

1.	Name of Project	Access to Online Database of International Taxation for the Members of ICAI
1A.	Scope of Work	Providing Access to Online Database of International Taxation for the Members of ICAI as per scope of work
2.	Estimated cost	Rs. 15 lakhs
3.	Cost of RFP Document	Nil
4.	Earnest Money Deposit	N.A.
5.	Availability of RFP Document	At ICAI's Website www.icai.org
6.	Last date, time and address for submission of tenders	**27th June, 2014 up to 5.00 p.m.** addressed to Mr. Rajnikant Verma HEAD (IT Directorate) The Institute of Chartered Accountants of India, A-29, Sector 62, Near National Open School, NOIDA (Gautam Buddha Nagar) – 201309 (U. P)
7.	Date of opening the Technical Bid (Cover-1)	The Technical bids shall be opened at Head office on **Saturday, 28th June, 2014 or any other date** as per discretion of the ICAI as notified even if bidders are not present.

8.	Date of opening of Financial bid (Cover –2)	After evaluating the technical bids on ICAI's Parameters the Financial bids of successful bidders shall be opened on same or any other date as per discretion of the ICAI as notified/informed even if tenderers are not present.
9.	Service Tax	Inclusive in Fee/ charges
10.	Validity of offer	90 days from the last date for submission of bids
11.	Term	The period of contract will be for one year subject to satisfactory performance to be reviewed by ICAI quarterly.

Note:

1. A Bidder can not be allowed to submit more than one Bid.
2. Bidder should have valid Service Tax registration number (if applicable) and meet all legal requirements.
3. Any amendment/corrigendum to the RFP document shall be posted on the ICAI's Website www.icai.org.
4. The ICAI reserves the right to call for any other details or information from any of the Bidders.
5. ICAI reserves all rights to reject any bid at any time, at any stage, fully or partly for whole process and/or for particular bidder and also reserves all rights at any time to add, alter, modify, change, edit & delete any condition at any stage and/or vary all or any of these terms and conditions or replace fully or partly for whole process and/or for particular bidder or vary all or any of these terms and conditions or modify without assigning any reason whatsoever. In this regard, the decision of ICAI shall be final and binding on all the participants. ICAI also reserves the right to cancel the entire tender process without assigning any reason.

SECTION II

Background

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

ICAI has its Headquarters at New Delhi with 5 Regional Offices at Mumbai, Chennai, Kanpur, Kolkata, New Delhi and Branches spread all over the country. In addition, it has also set up 22 chapters outside India and an office in Dubai.

The ICAI has taken an initiative to enhance and supplement the competencies of its Members (Chartered Accountants) in providing various professional services and in particular, those revolving around international taxation. In order to achieve the desired objective, the ICAI intends to provide access to the database of International Taxation for free of cost to its members, hence invites proposals.

SECTION III

ELIGIBILITY CRITERIA

This invitation to respond is open to individuals/partnership /proprietary firms/company which are engaged in Providing Access to Online Database of International Taxation.

The eligible entities must be incorporated and registered under the Indian Companies Act, 1956 or 2013 or The Partnership Act, 1932 or under relevant law. In case of foreign entities, they must be registered /incorporated under the relevant laws of that particular country.

The parent company of any subsidiary company, which is seeking qualification on the financial strength of its parent company, would have to give a written undertaking that it would bear all financial or contractual liabilities of the subsidiary with regards to this RFP and contractual obligations arising there under and the subsidiary has been authorized by them to submit the Proposal for and on their behalf.

The parent company of any subsidiary company, which is seeking qualification on the technical strength of its parent company, would have to give a written undertaking that its technical capabilities/ resources would be available to the subsidiary company as and when required for the completion of the subject contract.

Along with the General Eligibility criteria, bidder has to satisfy the following criteria also:

1. The Bidder must be a copyright/ legal/ rightful owner or obtained permission/licence to provide access to the database of International Taxation.
2. The bidder should have valid registration No. of CST / VAT, Service Tax and PAN No. / Registration No. (Copies to be enclosed).
3. The bidder should have average annual turnover of at least Rupees One Crore Twenty Lakhs (1.20 Crore) during last three Financial years. Copies of the Financial Statements (P&L Account and Balance Sheet duly certified by Chartered Accountant / Relevant Authority pertains to that particular country must be enclosed with the Proposal).
4. The bidder shall have minimum 5 years of experience in similar business of providing Online Access of Database / Portals of International Taxation.

5. The bidder should have never been blacklisted/ barred by any regulatory/statutory body.
6. Having ISO 9000 Certification.

SECTION -IV

SCOPE OF WORK

The Scope of work includes the following:-

1.	The Institute of Chartered Accountants of India (ICAI) wishes to provide Online Access of Database of International Tax to all the members of ICAI.
2.	ICAI is currently having more than 2, 30, 000 members across the country and will be increasing in future. The facility should be available to all ICAI members.
3.	The bidder shall provide unlimited use to all the ICAI members.
4.	The Database should contain Countries' Chapters surveys, Countries Analysis, Tax Treaties, Treaty Case Law, Tax News and International Tax Glossary of almost all the countries.
5.	The International Tax Database should have following **Scope of Work:** Country Domestic Tax Information (Essential features of the domestic tax systems) containing the following: 1. Facts about the country's tax regime; a) Tax profiles of various key jurisdictions, written by local experts. b) Updates to tax rate information c) Easy-reference tables of key international tax rates. 2. Analyses of corporate and individual tax provisions; 3. Regular updates on the tax system of the country. 4. Details and updates on key topics including: a) Anti-avoidance rules (anti-avoidance provisions, thin capitalization rules, Controlled Foreign Company (CFC) rules etc.); b) Transfer Pricing; Transfer pricing (Including transfer pricing rules such as documentation requirements, APAs etc.) c) International tax etc. d) Treaty network; 5. The database should enable the user to generate easy reference tables on: a) Rate of taxes (Personal and Corporate etc.); i. Personal taxes (Including domicile and residency requirements, main rates and bands) ii. Corporate taxes (Including Capital Gains taxes, position of losses,

	group treatment), b) Withholding taxes (Including position of resident companies, position of non-resident companies, dividends, interest & royalties etc.) c) Treaty rates etc. d) Tax treaties, including tax treaty withholding tax rates. e) Miscellaneous taxes (Including taxes on payroll, taxes on capital) 6. Additional features, if any.

1. The bidder shall collect/ capture the exact detailed requirements by interacting with the Committee i.e Committee on International Taxation of ICAI.
2. This has to be a hosted solution and the successful bidder shall provide only Access to ICAI members. The Modalities of Access to the database shall be finalized in consultation with Committee on International Taxation, ICAI.
3. The successful bidder shall be responsible for up dation of the database from time to time on frequent basis.
4. The bidder shall provide 24x7 access.

SECTION V

INSTRUCTIONS TO BIDDERS

1. Every page of the RFP document shall be signed by the bidder or by a person duly authorized by the bidder.

2. Bidder shall submit letter of authorization, authorizing the person signing the RFP document on behalf of the bidder and the written power of attorney in the name of person who is empowered for making such authorizations.

3. All changes, alterations, corrections in the RFP document shall be signed in full by the person(s) signing the RFP document, with date. No eraser and/or over writing without authentications is/are permissible.

4. The complete RFP document along with the documentary evidence should be numbered.

5. The Bidder shall submit its RFP in two (2) parts, namely; Part-I will have Technical Bid (as enclosed as Annexure-B) and Part-II will have Financial Bid (as enclosed as Annexure-C) in separate envelopes. Technical Bid and Financial Bid shall be submitted on the Bidder's letter head. These two Envelopes shall be put into one single Envelope by superscribing "**Proposal for Providing Access to Online Database of International taxation**".

6. RFP submitted shall be in the prescribed format as given in Annexure-A and shall also have all the relevant documents including documentary evidences.

7. Bidder must submit the original 'Technical' and 'Financial Bid'.

8. The Bids completed in all respects as specified in this RFP shall be sent/submitted by post/courier to –

Mr. Rajnikant Verma, HOD (IT Directorate)
The Institute of Chartered Accountants of India,
A-29, Sector 62, Near National Open School,
NOIDA (Gautam Buddha Nagar) – 201309;
(U. P),
Ph-(0120-3045991)

9. The Bids shall be valid for a period of 90 days from the last date for submission of the Bids.

10. Date & Time of submission of Bid: **Till 27th June, 2014 up to 5.00 pm.**

11. The complete bid document should be submitted before due date and time as given at Clause 10 above. Bid received after the stated time and date would not be considered and are liable for rejection.

12. The ICAI reserves the right to select or reject any/all the bid(s) including the lowest bid without assigning any reason and no correspondence in this regard shall be entertained. The ICAI takes no responsibility for delay, loss, or non-receipt of response to this RFP.

13. The bidder shall carefully examine and understand the scope of work, specifications/conditions of RFP and seek written clarifications, if required, to ensure that they have understood all scope of work, specifications/conditions of RFP.

14. The bidders, in case have no support office in India, shall undertake to provide for off site support.

15. The successful Bidder shall be required to enter into an agreement with the ICAI, within fifteen (15) days from the receipt of letter of intent or within such extended period, as may be specified by the ICAI in this regard.

16. Submission of illegible documents shall lead to disqualification of the bidder.

17. Date & Time of opening of Bids- Technical Bid shall be opened on **28th June, 2014 at 10.30 am or any other date and time** as per discretion of the ICAI and the date and time of opening of Financial Bid shall be communicated to the short listed bidders.

18. ICAI may at any time cancel or withdraw the invitation to bid without assigning any reason.

SECTION –VI

General Conditions of the Contract

1. Application

These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation/clarification of the ICAI shall be final and binding on the Bidder.

2. RFP Clarifications

During technical evaluation of the bids, ICAI may, at its sole discretion, ask Bidders for clarifications on their bids. Any word used in singular shall have the connotation of plural as well.

3. Amendments in RFP

At any time prior to deadline for submission of bid, ICAI may for any reason, modify the RFP. The Bidders having received the RFP shall be notified of the amendments by posting the same at ICAI's Website www.icai.org and such amendments shall be binding on them.

4. Partnership /Company

If the Bidder is a Partnership Firm/Company, the full particulars of the composition of the firm in detail should be submitted along with name(s) and address(es) of the partners, copy of the Articles of Association, Power of Attorney/authorization letter and any other relevant document.

5. Disqualifications

The ICAI may at its sole discretion and at any time during the evaluation of Bid, disqualify any bidder, if the bidder has Submitted the Bid documents after the response deadline; Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements; Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years; submitted bid that is not accompanied by required documentation or is non-responsive; Failed to provide clarifications related thereto, when sought; Submitted more than one Bid; Declared ineligible by the Government of India or any other body for corrupt / fraudulent practices or blacklisted; or modified the terms and conditions of RFP.

6. Preparation of Bid

The Bidder shall comply with the following related information during preparation of the Bid. The Bid and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are

initialled by the authorized person signing the Bid. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or duly authorized person(s) to bind the Bidder to the contract. The letter of authorization shall be indicated by written power of attorney and shall accompany the Bid.

Bidders are not permitted to modify, substitute, or withdraw bids after its submission.

7. Submission, Receipts and Opening of Bids

Technical & Financial bids must be submitted in separate sealed envelops.
Deadline for submission of Bids
Bids from Bidders, complete in all respects must be received by the ICAI at the address and by the date specified in the RFP.

8. Payment Schedule

The Service Provider shall submit the bills on quarterly basis. Payment shall be made by fund transfer on submission of bills after deducting liquidated damages, if any. Failure to provide the access to the database will invite for immediate termination of agreement.

9. Right to Accept Bid

With regard to the RFP, the ICAI has the following rights:

a) Accept or reject any of the proposals, without assigning any reasons thereof.
b) Ask for re-submission.
c) Request clarification from bidders.
d) To accept any Bid in whole or in part
e) Reject whole process

10. Conflict of Interest

ICAI requires that Bidders should provide professional, objective, and impartial advice and at all times hold the ICAI's interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests .

11. Confidentiality

Nothing shall be disclosed by any bidder with any other person not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of its Bid. Except with the prior written consent of the ICAI, the Bidder(s) and its/their personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

12. Standards of Performance

The selected Bidder i.e. Service Provider shall perform the services and carry out their obligations under the Contract with due diligence and efficiency. The Service Provider shall always act in respect of any matter relating to this contract as faithful advisor to the ICAI. The Service Provider shall always support and safeguard the legitimate interests of the ICAI in any dealings with the third party.

13. Term

The duration of contract is for one year subject to satisfactory performance to be reviewed by ICAI quarterly.

14. Assignment

The Service Provider shall not assign the work to any other Agency/individual, in whole or in part, to perform its obligation under the Contract, without the prior written consent of ICAI.

15. Termination

Either party has the right to terminate the contract by giving three month prior written notice of termination to the other without assigning any reason.

The ICAI may, by giving one month advance written notice to the Service Provider, terminate the contract for the following-

- for Default to perform obligations under the Contract or if the quality is not as per the specifications/satisfaction of the ICAI
- becomes incapable of or unable to perform the Contract; death or dissolution of Service Provider or commencement of liquidation or winding up proceedings or appointment of a Receiver or insolvency of the Service Provider;
- Service Provider assigns or sub-lets the work under the contract without the prior written permission from the ICAI
- Service Provider violating any of the terms and conditions of the contract

However, the termination notice may be revoked provided the Service Provider rectifies the default within notice period to the satisfaction of the ICAI. No consequential damages shall be payable to the Service Provider in the event of such termination.

16. Consequences of Termination

Upon Termination of the Contract, ICAI will cease to have access to the service provider's database.

17. Liquidated damages

During the contract period, a Liquidated damages @ 0.5% of contract value per week on each default and maximum up to 5% of the total Contract value shall be imposed on the Service Provider by the ICAI, on the happening of the following:

- Quality of support is not up to the mark (till the quality is improved to the required extent)
- Not able to execute the work in terms of the agreement.
- Shifting of responsibilities and creating inordinate delays and asking for extra timeframe.
- Delays in extending 24*7 support and not supporting ICAI during holidays.

18. Resolution of Disputes

In case any dispute arising between the parties in relation to or in connection with any of the terms and conditions of RFP or the contract arising thereunder, at the first instance, the parties shall try to resolve the dispute amicably, failing which the dispute shall be referred to arbitration. Each party shall nominate one arbitrator and the two nominated arbitrators shall nominate a Presiding Officer. In case of difference of opinion between the two arbitrators, the matter shall be referred to the Presiding Officer for resolution. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings shall be held at Delhi and the language of the arbitration proceeding and that of all documents and communications between the parties shall be in English. The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be shared equally by the parties.

19. Jurisdiction

Subject to the arbitration clause herein contained, all disputes between the parties pertaining to this contract shall be subject to the jurisdiction of the competent Courts at Delhi only.

20. Taxes and Duties

The Bidder(s) shall fully familiarize themselves about the applicable taxes such as Service Tax etc on amount payable by ICAI under the contract. The Bidder shall pay such tax, duties, fees and other impositions (wherever applicable) levied under the applicable law.

SECTION –VII

Bid Opening, Evaluation Process and Selection Procedure

Evaluation Process

Response to this RFP would be evaluated in two phases. Initially technical bids will be opened and evaluated. Those bidders who satisfy the technical requirements of the work, as per the requirements/specifications and the terms and conditions of this RFP, shall be short-listed. Financial bids shall be opened only for the short-listed bidders who have qualified in the technical bid.

Technical Evaluation

The bids will be technically evaluated on various components. Each response to the RFP from each bidder will be judged on its own merit. As part of the Technical Bid Evaluation, bidders may be required to demonstrate to the ICAI, their works of similar nature, which forms part of the knowledge base of the bidder for the work and also exhibits bidder's domain expertise.

Financial Evaluation

The Financial bids of the short listed bidders will be evaluated on the basis of the amount quoted in the Bid.

Annexure-A

COVERING LETTER (ON THE BIDDER'S LETTER HEAD)

DATE:

Dear Madam/Sir,

Sub: **Access to Online Database of International Taxation**

Having examined the RFP, I/we, M/s_____, offer our proposals for the subject works and are in full conformity with the said RFP. We have read the provisions of RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our bid shall not be given effect to.

We agree to abide by the terms and conditions of this Bid, including this letter, the Technical and Financial Bid, the duly notarized written power of attorney and all attachments and it shall remain binding upon us and may be accepted by you at any time before the expiry of the validity period.

We hereby declare that all the information and statements made in this bid are true and any misleading/false information contained in it may lead to our disqualification.

We understand that you reserve the right to accept or reject our bid.

Dated this [date / month / year]

Authorized Signatory (in full and initials):

Name and title of signatory:

Duly authorized to sign this Bid for and on behalf of [Name of Respondent]

Name of Firm:

Address:

Note: This will be enclosed in original along with both Technical & Financial Bid.

Annexure-B

TECHNICAL BID
(On the Letterhead of the Bidder)

1. Name of the Individual /Firm/Company:

2. Physical address:

3. Address of the company/Firm (Pl. Enclose Proof):

4. Contact details (Telephone/email/Fax):

5. Date of incorporation/registration (Pl. Enclose Proof, if applicable):

6. Date of commencement of business (Pl. Enclose Proof, if applicable):

7. Net worth of the company/firm ((Pl. Enclose Proof, If applicable):

8. Name(s) of the directors/Partners:

9. Names of the major customers:

10. Details of similar assignments handled in the past (Pl. Enclose Proof):

11. Current related assignments on hand (Pl. Enclose Proof):

12. Details of turnover for the past 5 years (Pl. Enclose Proof):

13. Attach copies of audited annual accounts for the past 3 years:

14. Number of employees:

15. The number of technical personnel:

17. Persons authorized by the company to execute documents on its behalf, with ICAI

18. PAN Number (Pl. Enclose Proof):

19. Service Tax Number (Pl. enclose proof, if applicable):

20. Details of any such database to access the quality. Username and password to be provided to access the quality.

Declaration: We hereby declare that the above information furnished is true to the best of our knowledge and information and if it is discovered at a later date that any or all of the above information is incorrect, we shall be disqualified and that if the assignment is already awarded, ICAI shall be within its rights to cancel the contract forthwith without assigning any reasons whatsoever.

Place

Date: Signature

Annexure-C

FINANCIAL BID
(On the Letterhead of the Bidder)

The Bidder is required to submit the financial bid in the following format. The rates agreed upon with the bidder by ICAI shall be inclusive of all taxes and other levies.

In case of joint bidders, please mention the name of the party in whose favour the payment shall be released.

Rates by Bidder –

S. No	Scope of Work	Rates (In Rs.) (including All Taxes)
1.	1. Cost of Providing access to Online Database of International Taxation to the Members of ICAI including all support cost (Yearly Cost).	

1 The price quoted by the bidders is for providing 24x7 access to the online database and the number of concurrent users shall be limited to ------- at any instance.

2. ICAI shall not be responsible for any another payments apart from the aforesaid commercials.

Name:

Date:

Sign:

Address with Phone No and E Mail ID:

Note: Please sign on each sheet submitted to ICAI.

Stamp: