



ICSI NOIDA OFFICE: ICSI HOUSE, C-36, SECTOR-62, NOIDA-201309 (UP)

Tender No. ICSI/IT/(FMS-NOIDA)/2026/129(RE)

15th June 2026

Sub: Tender for Facility Management Services (FMS) for ICSI Data Centre Services.

S. No.	Tender Publish Date	June 15, 2026
1.	Tender Fee	Rs.1180/- (Rs.1000/- + Rs.180/- for 18% GST) (Rupees One Thousand One Hundred & Eighty Only)
2.	Earnest Money Deposit (EMD)	Rs.2,50,000/- (Rupees Two Lac Fifty Thousand only)
3.	Last date and time for sending Pre-Bid Queries through email (*)	All queries have to be sent at Email ID: praveen.kumar@icsi.edu by 2:00 PM on June 22, 2026
4.	Replies of Pre-Bid queries	If any, will be uploaded on or after June 25, 2026, by 1:00 PM at website of the Institute (www.icsi.edu)
5.	Last Date and Time for Submission of Bids	on or before July 6, 2026, by 2:00 PM
6.	Address for submission of Bids	The Institute of Company Secretaries of India, ICSI House, C – 36, (Ground Floor Reception: Tender Box of Dte. of Purchase) Sector – 62, Noida – 201309
7.	Bid Validity	270 days from the date of opening of technical bids.
8.	Date, time & venue of opening of Technical Bids.	July 6, 2026, at 3:00 PM The Institute of Company Secretaries of India, ICSI House, C – 36, Sector – 62, Noida – 201309
9.	Date and time of opening of commercial bids.	To be intimated at a later stage, only to technically qualified bidders.
10.	Contact details	Shri. Sanjay Kumar Nagar, Joint Secretary (IT), ICSI, Tel. No.:0120-4522005 Email Id: sanjay.nagar@icsi.edu
11.	Institute Website	www.icsi.edu

Statement of Disclaimer

The information contained in this Tender Document or subsequently provided to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of Institute of Company Secretaries of India (hereinafter "ICSI") or by any of their employees or advisors, shall be subject to the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided. The purpose of this tender document is to provide the Bidder(s) with information to assist the formulation of their proposals. This Tender Document does not purport to contain all the information each bidder may require. This tender document may not be appropriate for all persons, and it is not possible for the ICSI, their employees or advisors to consider the investment objectives, financial situation and particular needs of each bidder who reads or uses this tender document. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender document and where necessary obtain independent advice from appropriate sources. ICSI, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender document. ICSI may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.



**THE INSTITUTE OF
Company Secretaries of India**

भारतीय कम्पनी सचिव संस्थान

IN PURSUIT OF PROFESSIONAL EXCELLENCE

Statutory body under an Act of Parliament

(Under the jurisdiction of Ministry of Corporate Affairs)

ICSI NOIDA OFFICE: ICSI HOUSE, C-36, SECTOR-62, NOIDA-201309 (UP)

Tender No. ICSI/ IT/(FMS-NOIDA)/2026/129 (RE)

15th June 2026

Sub: Tender for Facility Management Services (FMS) for ICSI Data Centre Services.

A: About ICSI:

The Institute of Company Secretaries of India (herein after referred as ICSI / Institute) is a statutory body constituted under an Act of Parliament i.e. the Company Secretaries Act, 1980. ICSI is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India and having its head office at 22, Institutional Area, Lodi Road, New Delhi. The Institute has another office at C-36 & C-37, Sector – 62, Noida. ICSI is the only recognized professional body in India to regulate and develop the profession of Company Secretaries in India.

The Institute has also other offices i.e. 4 Regional Offices-Prasad Nagar (NIRO) New Delhi, Chennai (SIRO), Kolkata (EIRO), Mumbai (WIRO), Navi Mumbai CCGRT, Hyderabad - CCGRT, Kolkata-CCGRT, Manesar-CCGRT and approx. 73 chapters offices across India. The 4 RO's have its Local Area Networks and are integrated through MPLS network connectivity. The Institute has one web server which is currently Hosted on Cloud outside data center. The Institute's hardware (servers, Firewalls, and networking equipment) is installed in above-mentioned locations. Bidder is advised to collect the infrastructure details from the Dte. of IT, before submitting the bid if required.

The Institute has implemented Oracle based Enterprise Resource Planning (ERP) system, Microsoft Share-point workflow-based Document Management System, MS O365 cloud Email based Office Automation system, Cloud based Applications and Databases in hyper scale cloud provider like AWS and also in domestic/local cloud service provider etc. In addition to this, Linux Server has also been implemented for running Oracle ERP applications. The Institute has its own Data Center at its Noida Office and is looking forward to implementing the Disaster Recovery Center for the data center.

Sealed tenders/bids are invited by the Institute for **Facility Management Services (FMS) for ICSI Data Centre Services** at ICSI House, C-36, Sector 62, Noida as per the details given in the Part 'A', 'B' & 'C' of the Tender Document. The terms and conditions governing the instant Tender are as under:

B. DEFINITIONS

- i) The "ICSI" / "Institute" means THE INSTITUTE OF COMPANY SECRETARIES OF INDIA, New Delhi.
- ii) The "Contract" means **Facility Management Services (FMS) for ICSI Data Centre Services**, which the bidder is required to provide to the ICSI under the Contract through this tender.
- iii) The words "Bid", "RFP", "Quotation", "Tender" to be read intra alia and the words have been used interchangeably. Therefore, the words may be understood and interpreted correctly as may be best applicable.
- iv) The words "Contract", "Agreement", "Order" to be read intra alia and the words have been used inter-changeably. Therefore, the words may be understood and interpreted correctly as may be best applicable.
- v) "Bidder" or "Tenderer" means the agency/firm that is engaged in the business of **Facility Management Services (FMS) for ICSI Data Centre Services** and applies in response to this notice inviting tender/bid.
- vi) "Vendor" means the successful bidder who is engaged by ICSI to **Facility Management Services (FMS) for ICSI Data Centre Services** through this tender process by entering into the contract with the ICSI.
- vii) "Party" means ICSI or Vendor individually and "Parties" shall mean ICSI and Vendor collectively.
- viii) "Letter of Intent" means the communication of the intention of the ICSI to the vendor for the award of work read with tender documents.
- ix) "Work Order" means the order placed by the ICSI to the vendor signed by the authorized officer of ICSI including all attachments and appendices thereto and all documents incorporated by reference therein. Work Order along with the Letter of Intent if any and tender documents and the agreement constitutes the contract.

PART 'A'

I. Instructions to Bidders

1. PURPOSE

The Institute of Company Secretaries of India (ICSI) is seeking proposals from reputed vendors having expertise to provide Complete Data Centre Operational Services (for Servers, Switches, Network devices, Routers, Firewalls and Software etc.), System Administration, Monitoring, Troubleshooting, extending the Technical Support to all end users and stakeholders of the ICSI.

2. The awarded vendor will assist The ICSI in performing a readiness assessment of the existing infrastructure including document requirements, etc. to execute the services smoothly.
3. The tender document can be **downloaded from the website of the Institute (www.icsi.edu) and/or Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/epublish/app>) June 15, 2026 to July 6, 2026** for which bidder would be required to make online payment / enclose a demand draft of Rs.1180/- (Rs. 1000/- + 18% GST) by using following online link: "<https://apps.icsi.edu/TenderApp/>" and enclose the receipt of online payment generated by the system towards the cost of the tender document with the bid. The bidder who fails to submit the cost of the tender document with the bid, / their tender shall not be considered for evaluation, and no communication shall be entertained. If any discrepancies found in the downloaded version of the tender, the latest version of the tender document published by the Institute through website notification will be treated as authentic correct.

(Note: All bidders having registration with NSIC/MSME may take exemption from submission of requisite fee towards the cost of Tender, however, they must submit copy of valid NSIC/MSME certificate in envelope No. 1 instead of tender fee.)

4. Earnest Money Deposit (EMD)

- i. The Earnest Money Deposit (EMD) of **Rs.2,50,000/- (Rupees Two Lac & Fifty Thousand only)** in the form of Demand Draft/pay order from any of the nationalized bank drawn in favor of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi only is to be submitted along with the bid.
- ii. Tenders received without the prescribed Earnest Money Deposit (EMD) shall not be entertained and shall be rejected summarily.
- iii. The EMD of the successful bidder can either be converted as part of the performance security on request of the bidder or will be refunded after receipt of Performance Guarantee/Security. In case the selected bidder/bidder/vendor opts to convert the EMD to be part of the performance security, balance amount towards the performance security be submitted by the selected bidder / vendor with the ICSI in the form of bank guarantee from nationalized bank immediately within 7 days of issue of work order but before execution of the agreement. The EMD of the unsuccessful bidders will be refunded without any interest/Bank commission/collection charges within 30 days after award of the contract / work order to the successful bidder.

(Note: All bidders having registration with NSIC/MSME may take exemption from submission of EMD, however, they must submit copy of valid NSIC/MSME certificate in envelope No. 1 instead of EMD).

5. Forfeiture Oof EMD:

The EMD of the bidders shall be forfeited in the following circumstances: -

- i. the bidder withdraws its bid.
 - ii. the selected bidder does not accept the Purchase / Work Order.
 - iii. the selected bidder fails to supply goods / services as per the terms of the Tender and Purchase / Work Order.
 - iv. any other unjustified reasons e.g., misleading or wrong information in the Bid, violation of the terms and conditions of the Tender, involvement in forming ring/cartel, submission of multiple bids in different names etc.
6. The sealed tenders are to be submitted in prescribed format on the bidder's business letter head duly stamped, signed and dated on each page of Part 'A' & 'B' and 'C' as a token of the bidder's unconditional acceptance to the terms prescribed by the Institute. Details/supporting documents wherever applicable, if attached with the tender must be duly authenticated by the bidder. No over-writing shall be accepted unless authenticated with full signature of the bidder. ICSI shall reserve its discretion to decide on authenticity/ validity of the over-writing without prejudice to its any other right. **Each page of the Tender document must be signed, stamped and submitted with the Tender by bidder.**

7. **Bid Submission:** Each bidder shall submit the tender in three separate sealed envelopes, **(i) EMD & Tender Fee is to be put in envelope No. 1** (please mark the envelope as “No.1 – EMD & Tender Fee), **(ii) Part ‘A’ & ‘B’ including Form I(Annexure A), Form II(a) & II(b) (Annexure B1 & B2), and Form III (Annexure C), along with all requisite documents is to be put in envelope No. 2** (please mark the envelope as “No. 2 – Technical Bid”, **(iii) Part ‘C’ only is to be put in Envelope No. 3** (Please mark the Envelope as “No.3 – Financial Bid”). All the sealed envelopes bearing No. 1, 2 and 3 are to be put in main envelope *i.e.*, Envelope No. 4.
 8. The bidders must mention the price details in the prescribed format of price bid which is to be put in the sealed envelope as instructed at Sr. No. 7 above. **The bidders should ensure that price details are not mentioned anywhere, except the prescribed price bid format.** In case, during the evaluation it is found that the bidder has mentioned the price details anywhere other than in the prescribed price bid format, or if the price bid is not submitted in sealed cover; the bid submitted by such bidder shall be out rightly rejected. In case of non-compliance of this instruction, the EMD and tender fee submitted by such bidders will also be forfeited.
 9. The sealed tender envelope duly super scribed, **“Facility Management Services (FMS) for ICSI Data Centre Services” due on July 6, 2026**” should be addressed to the Secretary, The ICSI and be sent at the Institute’s address given below either by registered post/speed post/courier or by dropping in the tender box placed at Ground floor of Institute’s Noida office address as mentioned below & should reach **on or before 2.00 PM on July 6, 2026.**
Address:
The Secretary
The Institute of Company Secretaries of India
ICSI House, C-36, **(Ground Floor: Tender Box of Dte. of Purchase)**
Sector-62
Noida – 201309 (UP)
- The Institute shall not be liable for any transit delays whatsoever and tenders received after the stipulated time/date shall not be entertained and shall be rejected summarily without assigning any reason and without any further reference to the bidder.
10. The **Technical Bids of the Bidders will be opened on July 6, 2026 at 03:00 pm at ICSI, C-36, Sector-62, NOIDA – 201309** in the presence of the representatives of the bidders, who wish to be present on the scheduled date and time. No separate intimation will be sent to the bidders regarding opening of the technical bids. In the event of due date being a close holiday or declared Holiday for Central Government offices, the due date for opening of the bids will be the following working day at the appointed date, time and venue.
 11. The GST has rolled out with effect from 01.07.2017. For implementation of GST in ICSI, bidders who have not migrated to or registered with GST regime will not be eligible to participate in any tender of the Institute. Any offer received from the bidder without GST registration details shall not be entertained and shall be summarily rejected.
 12. The Bidder who was awarded any contract in the past by the Institute but terminated during the contract period due to unsatisfactory performance will not be eligible /considered to participate in this tender. Also, a bidder who was awarded any contract earlier but refused to continue the contract/refused to sign the agreement as given by the Institute will not be eligible to participate in this tender.
 13. 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 bid and will be at the bidder's own risk.
 14. 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.
 15. ICSI shall have the right to assess the competencies and capabilities of the bidder by going through the credentials given in the Technical Bid and based on such credentials, ICSI may reject the candidature of the bidder without assigning any reason. In such case(s) the Financial Bid shall not be opened for that bidder. The Financial Bid of

only those bidders shall be opened, who have qualified in the technical scrutiny and the time and date for opening the Financial Bid shall be communicated separately.

16. ICSI reserves the right to accept the bid in whole or in part without assigning any reason and such decision shall be final. The part acceptance of the bid shall not violate the terms and conditions of the tender documents, and the bidder shall execute the work at the specified rates without any extra charges or compensation within the stipulated period.
17. The Institute reserves the right to accept or reject any or all the tenders including the lowest tender(s) without assigning any reason or to cancel the whole tender process at any stage without assigning any reason whatsoever at its sole discretion prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the ICSI's action. The decision of the Institute will be final and binding on all concerned.
18. Incomplete bids shall be rejected outrightly. 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 shall be liable to be rejected at the discretion of the ICSI without reference to the bidder. Tampering with any format given may be liable for rejection / disqualification of the bids. Correction and overwriting anywhere in the tender document should be avoided. Every correction and overwriting must be authenticated with full signature of the bidder, otherwise the bid shall be liable to be rejected.
19. Each Bidder acknowledges and accepts that ICSI may in its absolute discretion apply selection criteria specified in the tender document for evaluation of proposals for short listing / selecting the eligible vendor(s). All Bidders on responding to ICSI for this tender will be deemed to have accepted the terms of this tender document. 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.
20. In the interest of the Institute, ICSI at its discretion may include or exclude any bidder who has served/worked for the ICSI by executing any similar contract through tender/RFP in recent past. Such inclusion or exclusion of bidder shall be decided during technical evaluation of the bids of this tender process.
21. ICSI will reject a proposal for award if it is found that the BIDDER recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, the project.

Whereas "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 submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the ICSI of the benefits of free and open competition.

Whereas "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.

22. The bidders are required to study the Institute's complete set-up while submitting their bid for the IT FMS Services.
 23. **Eligibility Criteria for bidding:** Bidders who fulfil the eligibility criteria mentioned in **Annexure-B2 (Form II(b))** will only be considered for evaluation of their bids.
- I. **Technical and infrastructure bids Evaluation Criteria:**
- a. The Bidder should fulfill the eligibility criteria for bidding as mentioned in the document. The Bidder who does not qualify these criteria may not be evaluated further and rejected at this point itself.
 - b. A presentation is to be given by the eligible bidders before the technical evaluation committee formed for the purpose. The presentation will comprise of the following topics in the evaluation process:
 - The presentation may be broadly on the following aspects/lines
 - About 30 minutes presentation/interaction regarding his/her understanding of scope of work
 - Proactive approach for smooth functioning.
 - Quality assurance of the deliverables

- c. Evaluation of bidder's infrastructure, manpower, financial strength, technical expertise and experience in the relevant fields will be done through the information / documents provided as a part of the technical and infrastructure bids.
- d. Evaluation of work experience in the relevant fields will be done through the information / documentary proofs such as client's certificate provided by the bidder as a part of the technical and infrastructure bids.
- e. In order to facilitate the Technical and infrastructure Bid evaluation, the technical criteria laid down along with the assigned weights have been presented in the Technical and Infrastructure **Evaluation Matrix (Annexure F)**. The marking scheme presented is an indication of the relative importance of the evaluation criteria.

II. **Financial -Bid Evaluation**

The selection process shall consist of two phases viz., i) Technical Evaluation and ii) Commercial Evaluation. Evaluation Criteria would be based on Quality cum Cost Based System (QCBS) where 60% weight-age would be given to technical and 40% weightage to commercial bid only.

Commercial bids of only those Bidders will be opened who qualify in the technical and infrastructure bids evaluation process.

Evaluation of Commercial Bids:

Scores of the Financial evaluation would be weighed pro-rata on a scale of 100 with the BIDDER with the lowest financial quote getting 100 (as per below mentioned formula). These Financial scores would then be added up with the score of the technical evaluation as per below mentioned formula and the Bidder getting the maximum total score out of 100 would be considered as the successful BIDDER and called for discussion, if required.

Formula for Final Bid Evaluation is

$$\mathbf{Bm} = .6 (\mathbf{TM}) + .4 (\mathbf{Fn})$$

$$\mathbf{Fn} = (\mathbf{Fmin} / \mathbf{Fb}) * 100$$

Where

Bm is total marks of the BIDDER in consideration

TM is Technical Marks of the BIDDER in consideration

Fn is Normalized financial score of the BIDDER in consideration

Fb is Evaluated Price of BIDDER under consideration

Fmin is Minimum evaluated price of any BIDDER

- 24. The Bidder will be responsible for FMS- the trouble-free integrated working of the hardware, software (system and application both) and networking.
- 25. Selected Bidder will be required to depute Two (2) FMS engineers (Level 3) having adequate qualification and experience on System Administration, Database Administration in SQL Servers/Oracle Database and Network Administration on the platforms in use in the Institute and/or mentioned in the Scope of the tender document and have exposure to manage the activities of the site as per Job schedule and off time Service provider has to ensure the services running smooth through NOCC team by 24X7 at Institute's NOIDA office to coordinate for the FMS activities.
- 26. Such FMS engineers shall be on the rolls of Bidder only and their association with the Institute shall be only to facilitate the FMS activities smoothly as undertaken by the Bidder. Resume of such Resident FMS Engineers should be enclosed with the technical bid. The FMS engineers must be on the payroll of the bidder for a minimum duration of one year (proof on the same must be submitted with the technical bid). The engineer must be qualified to handle all aspects of systems software, hardware and networking complaints. **Engineers to be deputed should have adequate qualifications (like Bachelor's Degree in computer and Information Technology, MCA or equivalent education qualifications) and experience on System Administration, Server Administration, Firewall Administration, Database Administration in SQL Servers/Oracle Database and Network Administration (Routers/Switches), on the platforms in use in the Institute and/or mentioned in the tender document. The FMS engineers should have at least Five (5) years of System administration and Data Centre operational management experience. Institute will do an interview with the FMS engineers before deploying them at site.**

II. SCOPE of Work:

- a. Provide management, maintenance, coordination and technical support services for the Information Technology Infrastructure (hardware/software system and application software), training/hand holding and data preparation including preventive maintenance benchmarking and generating reports.
- b. The service provider will depute Two (2) Chief FMS Engineers (Level 3) at ICSI, NOIDA Office and they will be responsible of all System Administrator activities at Primary Data Center (Servers, Software's, Network, Hardware, Applications, Databases, AI tools/Apps, IT Policies, Security Policies, System Configuration, DC & DR Monitoring, Antivirus, MS O365 Email on cloud, ICSI Applications & Database deployment/Hosting/Configuration on Cloud services (like MS Azure, AWS, etc.), Fire Walls, Websites etc. related issues) and also co-ordination between DR Site and DC Site also take the Backup/Restoration of All Applications and Databases at Data Center. SMS and Email Notifications alert configuration on the all the IT Services, escalation and follow-up. FMS Engineers must follow the Backup Policy and Data Synchronization as per policy. Passwords of all Data Center equipment's (Servers/Routers/Switches/Fire Walls/Data Bases/Applications/UPS/ etc.) must be changed as per policy and should be shared in written in 1st week of every month in a sealed envelope duly signed. IT Security Policies must be implemented/Updated in the Data Centre and Organization Level. Data Centre Hardware/Media Management must be ensured that for any hardware/Media existing the Data Center, all Electronic Data is backed up then subsequently removed from disposal media. Records of these must be retained for audit purposes. Data Center Authorized entry must be taken care by FMS Engineers and keep record of each entry, to ensure that ENTRY OF UNAUTHORIZED PERSONS IN DC with the permission of authorized officials of ICSI only.
- c. **Maintenance Service**
Service Provider shall keep Network operating for all days in the ICSI. The Service Provider's personnel contacts, telephone numbers, and other procedures of fault reports like call escalation processes, and databases with historical information will be made available by Service Provider to the ICSI within 7 days of signing this agreement.

The SNMP components and patch management on computers in the Institute will be done by Service Provider to enable the NMS to identify the computers and related software. Service Provider will do load balancing and fine-tuning of all equipment's. All software licenses as implemented in ICSI by Service Provider will be in the name of ICSI. Service Provider will manage the onsite Helpdesk system as per ICSI working hours and ensure that all calls are assigned to respective heads. It will further ensure that the best service level within the designated time is provided to all users.

d. **Corrective Maintenance**

In accordance with the terms of this Agreement, Service Provider shall perform corrective maintenance on the network for all components provided and implemented by service provider. Service Provider shall maintain equipment using the procedures of corrective maintenance as required:

- 1) The faults if any reported to SERVICE PROVIDER will be checked initially through the NMS.
- 2) Replacement of any faulty unit on site to be undertaken by the Bidder who owns the warranty / AMC of the equipment. Service Provider will determine & designate the calls for the faulty equipment to the respective Bidder.
- 3) Reconfigurations of the system (as and when new updates of software version are released) by the Service Provider.
- 4) Re-configuration of the existing software and hardware systems to meet ICSI requirements whenever required.

Service Provider will log/forward the call to the respective Bidders and record the call number with all details (including Service Provider for the equipments supplied by Service Provider) and follow up for the same as per SLA with the respective Bidder. Service Provider will submit SLA violation report immediately on violation for the individual complaint. Service Provider will also submit a consolidated SLA violation report on every month end for all Bidders to impose penalties as defined in the respective SLA's. However, the final decision to impose

penalty remains with ICSI. For the equipment supplied by Service Provider, personnel should cater to the fault within 4 working hours. The fault should be resolved in 4 hours of recording the same. In case the equipment is to be replaced, the total time allowed will be 72 hours. Service Provider will ensure that network is up and running within 4 hours before taking any equipment for replacement.

e. Preventive Maintenance

Service Provider shall perform preventive maintenance for the Equipment in the ICSI site on the network and all components provided and implemented by Service Provider. The preventive maintenance includes normal checks on a periodical basis to check the quality of the performance of the equipment. Preventive maintenance means external and internal cleaning of the equipment, benchmarking and generating reports pertaining to satisfactory through put in the network once in two months (within first three working days of the month) during the warranty period. Service Provider will also ensure that the preventive maintenance for all other computer hardware in the Institute not supplied by Service Provider is done by the respective Bidder responsible for warranty/maintenance service as per the related SLA terms and conditions. ICSI will provide all SLAs to Service Provider for this purpose. In case the respective Bidder does not provide preventive maintenance services as per the respective SLA with them, Service Provider will bring this to the notice of the ICSI immediately.

f. Service Calls

Service Provider will configure the EMS/NMS such that the fault is communicated immediately to the concerned Bidder responsible for warranty/ maintenance service through SMS or / and E-mail. The software for all such calls will maintain a log. Service Provider will record necessary action taken till the closing of the call. In case of default in any complaint at the end of the concerned Bidder responsible for warranty / maintenance service, Service Provider will provide respective complaint details along with the follow up detail to ICSI immediately within 24 hours of the default date. Monthly MIS of all such faults to the action taken by the closing date and time will also be provided by Service Provider on the first working day of the next month. Service Provider will provide ONSITE helpdesk support to ICSI to cater to the requirements as per the scope of this agreement. Service Provider will depute its staff members (FMS Engineers) on all working days during normal working hours for this purpose at ICSI locations. The minimum skill sets required for these staff members should be qualifications in Data Base Administration in SQL Servers/Oracle Database, System Administration on Microsoft Technologies and Oracle database administration. In case the DBA & System Administrator is not able to provide the expected support Service Provider will ensure that there are adequate back office supports provided to their employees. Deputed staff of Service Provider in ICSI must be authorized by communicating to ICSI in writing. The replacement / addition / removal of manpower deputed at ICSI will be with the prior approval of ICSI. Confidentiality of the data and information/records of the ICSI will be maintained by the deputed staff of Service Provider and in case of failure of maintaining the same, Service Provider will be fully responsible. Service Provider will be responsible for any act of omission or commission on the part of its employees.

g. Bandwidth Management

The ICSI has procured Internet bandwidth from various Agencies. Service Provider shall test the bandwidth on daily/weekly/quarterly basis and provide a report on the exact bandwidth provided by various ISP's. The report must be made available by the 5th of next month on which it is due.

Service Provider will ensure that proper log is maintained on the services provided by the ISP's to the ICSI. Service Provider will lodge the complaint to the ISP's help desk and inform the ICSI regarding the complaint number. Service Provider will provide all such complaint details along with the follow up details on case to case basis within 24 hours of the default by the concerned Agency as per the terms and conditions of the respective SLA. Further a monthly log of the disruption in services will be provided to the ICSI by the 3rd day of the next month e.g; for April 2026, the disruption log is to be provided by 3rd of May 2026.

h. FMS Resource Joining/Replacement criteria

The FMS Engineers should be deputed at ICSI NOIDA Office to get KT (Knowledge Transfer) for 15 Working Days and all Cost (Including lodging and boarding of the FMS Engineer) will be borne by the bidder. The above said will be applicable during the FMS Manpower replacement, their Resumes should be provided, and an interaction should be conduct at ICSI NOIDA Office before replacement. Only one FMS engineer can be replaced in a year.

i. Backup Resource criteria at ICSI

Backup FMS engineers for both Primary Engineers at ICSI NOIDA Office should visit the Institute office for **(3) Three Working days** in a month to understand the System.

j. Working Schedule:

FMS Engineer (Level 3) 1:

Office Hours: 08.00 A.M to 5.00 P.M

Working days: Monday through Saturday

Data Center/Network monitoring: 24x7 online/offline

FMS Engineer (Level 3) 2:

Office Hours: 01.00 P.M to 10.00 P.M

Working days: Monday through Saturday

Data Center/Network monitoring: 24x7 online/offline

The service provider has to extend their services even after the normal duty hours and on holidays based on the Institute's requirements and exigencies. The duty timing of the engineers may be changed by the Institute as per the requirements from time to time with the mutual discussions.

k. Upgradation of systems

In case changes in the software version wherein equipment or software is upgraded to a higher version in the same software category and class without any platform changes, service provider is required to upgrade the support team's skill set to ensure efficient service delivery.

However, in case of platform changes, ICSI will take the service provider into confidence and ensure that adequate training is arranged for the onsite support team along with ICSI IT team by the system/software supplier to ensure uninterrupted service delivery. ICSI will involve service provider's onsite support team for training, orientation and implementation of all new software applications, management tools and operating systems.

Examples of Platform Change OR Version change (Please note that the examples list is only indicative of the type of changes that will constitute a platform change OR Version Change and is not an exhaustive list): E-Mail (MS O365 email on cloud) /OS (Microsoft, Linux, Ubuntu) / SQL/ Oracle Apps / Oracle DB, etc.

l. Onsite Review Mechanisms at ICSI

- 1) Weekly Review Meeting (WRM) with team lead at Noida Office
- 2) Monthly Review Meeting (MRM) with the next level to the team lead as per the escalation matrix
- 3) Steering Committee Meeting (SCM) with competent authority once in two months or as and when required
- 4) Online access of all issues/tickets as on date status to all concerned officials of the Institute (centralized helpdesk).

m. Network Architecture Implementation and Strategic Deliberation

The Service Provider shall be responsible for the end-to-end implementation and maintenance of the Network Architecture as defined and mandated by the ICSI Cyber Security Administrator. This process shall involve detailed technical deliberations and consultative sessions with ICSI officials and the Cyber Security Administrator to ensure the architecture meets the organization's security, scalability, and performance requirements. The Service Provider must ensure that any proposed changes, upgrades, or reconfigurations to the network (including VLAN segmentation, routing protocols, and perimeter defenses) are documented and approved through this deliberative process before execution. The Service Provider's Level is required to translate the strategic security directives provided by the Administrator into actionable technical configurations, ensuring that the physical and logical network design remains resilient against evolving cyber threats and is fully synchronized across the Primary Data Center and Disaster Recovery sites.

n. Cyber Attack Prevention and Security Management

The Service Provider shall take all necessary proactive measures to protect ICSI's IT infrastructure from cyber threats, including but not limited to, ransomware, malware, phishing, and unauthorized access. This includes the implementation of a multi-layered security strategy involving regular vulnerability assessments, timely application of security patches, and the continuous monitoring of network traffic for anomalies. The Service Provider is responsible for ensuring that all security appliances (Firewalls, IDS/IPS, Antivirus) are updated with the latest definitions and signatures. Furthermore, the Service Provider must establish an Incident Response Plan to mitigate the impact of any potential breach and ensure the integrity of the Data Center. In the event of a suspected or actual

cyber-attack, the FMS Engineers shall provide immediate remedial action, document the root cause, and implement enhanced security controls to prevent recurrence. The Service Provider shall also ensure that all administrative access is strictly governed by the Principle of Least Privilege (PoLP) and that Multi-Factor Authentication (MFA) is enforced across all critical cloud and on-premises platforms.

o. Training to ICSI Officials:

The Firm must provide Ten (10) man days training per year to ICSI officials on ITIL/ISMS/ Equivalent.

The MIS Reports:

S.No.	Report Name	Frequency/As and when Required
1	Network Bandwidth Management of All ICSI Locations Connected in WAN	Daily
2	Daily MIS Report pertaining to all services like Servers Status/ Patching/ Backup/DR/Server Room/UPS Status/ERP/ Network/ LAN / WAN/ Internet/ MS O365 Email on Cloud /MS Sharepoint/ Licenses/Synchronization etc)	Daily
3	Daily Time Sheet of FMS	Daily
4	FMS Attendance Report (from Project Manager Office)	Daily
5	Data Centre Health Report (Servers/Routers/Switches/Fire Walls/Databases/Applications/Temperature/UPS etc)	Daily
6	Service Calls Escalation Report with Details (Action taken etc)	Weekly
7	Service Calls Log Report with other Supporting Vendors	Weekly
8	All IT Assets Report of All ICSI Locations Connected in WAN	Weekly
9	Corrective Maintenance SLA Violation/Penalty Report with other Supporting Vendors (like Network, H/w, S/w etc.)	Weekly
10	Preventive Maintenance Report of with SLA Violation/Penalty Report with other Supporting Vendors (like Network, H/w, S/w etc.)	Weekly
11	All Tickets Report. (SLA Violated/Pending/Overdue/Completed etc.)	Monthly
12	PATCH Updation of Software/OS/Servers	Monthly
13	Passwords Changes of Data Centre Equipments (Servers/Routers/Switches/Fire Walls/Databases/Applications/UPS) as per Policy	Monthly
14	IT Security implementation/Updation Report as per policy	Monthly
15	Hardware/Media Management of Data Centre (Electronic Data remove/Data backup/Disposal/Repair/Replacement /Upgradation/etc) Report	Monthly

The decision of ICSI regarding forfeiture of EMD or Blacklisting or both shall be final and shall not be called upon in question under any circumstances.

27. 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 Tender invalid. Only bidders whose INFRASTRUCTURE/Technical experience particulars as stated in tender are determined to be in consonance with Institute's requirements shall be considered further in the Tender Evaluation Process.
28. The bidders are required to study and understand the Institute's complete set-up including hardware, software, network, applications, websites, other infrastructure, configurations etc and the requirements of the Directorate of IT while quoting for the maintenance charges for the same.
29. The rates to be quoted by the bidder shall expressly be inclusive of all statutory taxes, GST, fees, cesses, duties, levies, charges, surcharges and other components, etc. (net to Institute) for FMS. No component of cost / tax shall be paid by the Institute unless the same is included specifically in the quotations.
30. **Bid Validity:** Price quoted must be valid for at least 270 days from the date of opening of technical bid. However, the prices finalized after opening the tenders shall not increase throughout the period of Contract.

31. The whole work included in the Tender shall be executed by the Bidder and the Bidder shall not directly or indirectly transfer assign or sublet the contract or any part thereof or interest therein to any other party without the written consent of ICSI.
32. Site for services is:
The Institute of Company Secretaries of India
C-36, Sector-62, Noida-201309.
33. Escalation matrix upto the level of CEO must be provided with phone number and email address of all personnel in the matrix.
34. The bidder has to sign a Service Level Agreement for FMS Services at HQ-Noida for a period of Five (5) year effective from the date of the acceptance of the Contract given by the Institute in the line of the terms and conditions of the tender document. Format/Sample of Service Level Agreement is annexed with this tender document.
35. **Security Deposit /performance guarantee**
- a. The successful bidder has to submit the security deposit/performance guarantee in form of a Bank Guarantee from any Nationalized bank (format enclosed as Annexure G) to cover any loss or damage caused to or suffered by the Institute due to acts of commission and omission by the successful bidder or any failure on the part of the successful bidder in fulfillment of terms and conditions of the contract and conditions contained in the contract. The value of the Security Deposit/Bank Guarantee has to be of equivalent amount of 5% of the annual contract price. The Bank Guarantee has to be submitted within 10 days of issue of order but before execution of the contract. The Bank Guarantee shall have to remain valid for the entire duration of the Contract plus three months beyond the completion of contract period. The successful bidder shall not be entitled to any claim or receive any interest on the amount of performance guarantee. The EMD of the successful bidder will be refunded after submission of the performance Guarantee/Security Deposit.
- b. The successful bidder having valid registration with NSIC/MSME on the date of submission of tender, are also required to submit requisite security deposit / performance guarantee.
36. In case of contravention of the any of the terms and conditions as stated in the tender documents / Service Level Agreement (SLA) or if the Bidder withdraws or amends, impairs or derogates from the tender / Service Level Agreement (SLA) in any respect within the period of validity of the tender / Service Level Agreement (SLA) or bidder fails to execute the work as per the Tender/Work Order or fails to deliver the satisfactory performance during the period of contract, or fails to execute agreed Service Level Agreement (SLA), ICSI shall have the right to invoke the said Bank Guarantee and to forfeit the security deposit / earnest money deposit and such decision of the ICSI shall be final.
37. **Payment Terms:**
FMS charges will be paid on quarterly basis at the end of each quarter for the preceding quarter against the bill only and the rates quoted shall remain valid till three years from the start date of contract.
Payments shall be subject to deductions of any amount for which the Bidder is liable under the agreement against this contract. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the prevailing income- Tax Act and any other taxes as on the date of invoice submission and/or payment date.
38. **Payment of Taxes**
The vendor shall be responsible for and shall pay all taxes, duties, assessments or other charges of any kind or nature whatsoever levied by any government or governmental body on or in connection with the Services including without limitation all statutory levies, taxes, fee, duties, rate, charges, surcharges etc. and any other tax ("taxes") levied on service provided by the Service Provider. ICSI may withhold payments due to the Service Provider any amounts required with respect to the taxes and to remit the same with the relevant authorities, in case of failure on the part of the Service Provider.

39. **Penalty Terms:**

- a) Rs. 5,000 /- (Rs. Five Thousand only) per day OR part thereof for SLA violation
- b) Non availability of Manpower would attract a penalty of Rs. 2000/- (Rs. Two Thousand only) per day manpower absence, if no alternate appropriate resource provided. The resources deputed at our location should sign and put time IN and OUT in the Attendance Register.
- c) Non-Submission of MIS as per SLA, penalty imposed Rs. 500 /- (Rs. Five Hundred only) per day or part of the day.
- d) In case there are more than 3 penalties on Service Provider in any month, the ICSI shall have right to terminate the contract by giving one month's notice and such decision of the ICSI shall be final.

40. **Liquidated Damages (LD)**

- a) ½ per cent of total value of contract, for each day of delay, in case of services are delivered either in full or partly within 7 days after the due date;
- b) 1 per cent of total value of contract subject to maximum 10%, for each day of delay, in case of services are delivered either in full or partly beyond 7 days but up to 14 days after the due date;
- c) Even after two (02) weeks of delay, if you fail to deliver the goods and services, ICSI may reject or accept the goods and services at its sole discretion after imposing applicable penalty and decide accordingly on approval of the competent authority.

41. The hardware, software and networking components to be managed as a part of the FMS activity indicated is tentative and may be increased / decreased / upgraded at any point of time and the Bidder shall have no right to claim any kind of extra amount in any form. The Bidder is expected to maintain the service levels as is defined in the Service Level Agreement for all such increase/decrease/upgradation in infrastructure/platforms.

42. The FMS agency has to provide all software for the effective services as per the SLA. **The bidder has to compulsorily implement the software in totality monitoring and Emails Notifications alert of Health Monitoring and problems of all Data Center Equipment's and Applications also other available services for the Institute.** Tools (Manage Engine OP Manager) available with the Institute may be evaluated for the above purposes. In case existing tools do not fulfil the purpose then new tools will have to be provided by the bidder. All the software/tool so supplied will be in the name of 'The Institute of Company Secretaries of India'. The software that will be utilized for the services should be legal and in the name of the Institute.

43. **Duration of Contract**

Duration of Contract shall be for a period of five (5) years subject to evaluation of the performance on yearly basis. In case of an annual review, it is perceived by the Institute that the service provider's previous year's performance was not satisfactory, it may terminate the contract with one (1) month notice on the completion of the year of service. Decision of the ICSI in regard shall be final. The Institute has to issue the termination notice within one (1) month of the completion of the yearly maintenance otherwise the contract will be valid. However, the notice period may be extended by mutual agreement till alternate arrangements are made.

44. **Extension of Contract**

On expiry of Five (5) years, the ICSI reserves the right to extend the contract for further maximum period of three (3) Years subject to evaluation of the performance on yearly basis on the same terms & conditions in writing if the service of the Service Provider is found satisfactory. Service Provider shall have no right or claim for the extension of the contract in any circumstances and decision of the ICSI shall be final and absolute.

45. **Infrastructure**

Sitting arrangements with network connectivity at office will be provided by the Institute and all other things including (desktop/laptop) will be managed by bidder to work at Office and remote locations.

46. The Institute reserves the right to accept or reject any or all tenders/bids including the lowest tender(s)/bid without assigning any reason at its sole discretion and such decision of the Institute shall be final and binding on all concerned.

47. The ICSI does not bind itself to accept the lowest or any tender or to assign any reason thereof and ICSI also reserves the right of accepting the tender/bid in whole or in part. The part acceptance of the tender shall not violate the terms and conditions of the contract, and the bidder shall execute the work at the specified rates without any extra charges or compensation within the stipulated period.
48. Incomplete quotations shall be rejected out rightly.
49. In case any work for which there is no specification in the tender, such work shall be carried out in accordance with the directions of the ICSI without any extra cost to the Institute.
50. 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 Document 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 amendments.
51. 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.
52. The tenderer(s) / bidder(s) shall not use or disclose any Confidential Information of the Institute except as specifically contemplated herein. For purposes of this tender / contract "Confidential Information" means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.
53. In case of any damage or loss caused to the Institute due to breach of term or condition of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the Tenderer / Bidder or its staff, the Tenderer / Bidder shall make the loss good. The Institute shall have right to adjust the damage / loss suffered by it from the security deposit / earnest money deposit / bank guarantee and / or to charge penalty as decided by the Institute. Decision of the Institute in this respect shall be final & binding.
54. Whenever under this tender / contract order any sum of money is recoverable from and payable by the Tenderer / Bidder, the Institute shall be entitled to recover such sum by appropriating in part or in whole from the security deposit / bank guarantee / earnest money deposit of the Tenderer / Bidder. In the event of the security deposit / bank guarantee / earnest money deposit being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Tenderer / Bidder or which at any time thereafter may become due to the Tenderer / Bidder under this or any other tender / contract with the Institute. If this sum is not sufficient to cover the full recoverable amount, the Tenderer / Bidder shall pay the Institute on demand the remaining balance.
55. The vendor will provide all safety appliances, *i.e.*, gloves/gears/gadgets, tool kit etc. to the deputed personnel as per their requirement on duty while attending fault rectification or routine maintenance or to take up preventive maintenance as and when required and follow all safety rules regulations and all statutory provisions. The cost for such aforesaid arrangement shall be borne by the vendor. No extra payment will be made for the same. Vendor must ensure that every deputed personnel is covered by adequate insurance coverage to address any contingencies. The contractor shall be liable for accident, injury, losses due to any accident or negligence of their workers and shall also be liable to incur all the expenses in consequence thereof and Institute is in no way responsible for any damage arising out of this tender/work contract.

III. GENERAL:

- (a) **Modification/variation in Terms of Contract:** ICSI reserves the right to modify or may bring some variation in the terms and conditions of the contract on mutually agreed terms, if it is found necessary due to any operational difficulty or any other genuine reasons.
- (b) **Recovery:** Whenever under the contract through this tender, any sum of money is recoverable by ICSI from the party or / and payable by the party to ICSI, the ICSI shall be entitled to recover such sum by appropriating

in part or in whole from the security deposit of the party. In the event of the security being insufficient or if no security has been taken from the party, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the party or which at any time thereafter may become due to the party under this or any other contract with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the party shall pay the ICSI on demand the remaining balance due along with penalty.

- (c) **Dispute Resolution:** Any dispute, difference, controversy or claim (“Dispute”) arising between the successful bidder and ICSI hereinafter jointly to be called “parties” and singularly as “party” out of or in relation to or in connection with the 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.
- (d) **Arbitration:** If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall be referred to the Arbitration process. In the event of any dispute arising between ICSI and the vendor in any matter covered/ touched by this contract or arising directly or indirectly there from or connected or concerned with the said contract, the matter shall be referred to sole arbitrator appointed by mutual consent of the parties. The decision / award of the Arbitrator shall be final and binding on the parties. Cost of Arbitration will be shared equally by the parties.
- i) The place of arbitration shall be at The ICSI, 22, Institutional Area, Lodi Road, New Delhi.
 - ii) The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.
 - iii) The proceedings of arbitration shall be in English language.
 - iv) The parties are not entitled to approach any court of law without resorting to arbitration approach.
 - v) The decision / award of the arbitrator shall be final and binding on parties to the arbitration proceedings.
- (e) **Jurisdiction:** In respect of any dispute arising between ICSI and the vendor in any matter covered / touched this tender / contract or arising directly or indirectly there from or connected or concerned with the said contract, the courts at Delhi shall only have jurisdiction.
- (f) **Right to Blacklist:** ICSI reserves the right to blacklist a party / bidder for a suitable period in case such party / bidder
- fail to honor his bid without sufficient grounds or found guilty for breach of condition /s of the contract or guilty of fraud and mischief and misappropriation or any other type of misconduct on the part of party(s) / bidder(s).
 - Giving false, misleading or fake information/ document in the bid;
 - Withdrawing the bid after opening of the Financial bids;
 - Refusal to accept Purchase/ Work 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.
- (g) **Confidentiality:** The successful bidder 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 successful bidder 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 successful bidder, the ICSI shall be indemnified. The successful bidder agrees to maintain the confidentiality of the ICSI’s information after the termination of the contract also. The successful bidder will treat as confidential all data and information about the 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.

- (h) **Sub-Contracting:** The successful bidder will not assign or transfer and sub-contract its interest / obligations under this contract to any other concern / individual without the prior written consent of the ICSI.
- (i) **Statutory Compliance:** The successful bidder will be required to comply with all statutory obligations from time to time applicable to this contract.
- (j) **TERMINATION**
Either party may terminate this Agreement by giving a three (3) months' notice in writing to the other party for termination of agreement.

The ICSI without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving One (01) months' notice in writing in case Service Provider fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Service Provider or by its staff or agent or in case there are more than 3 penalties on the Service Provider in any month.

Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall continue by the Service Provider during the period of termination notice and the same must be satisfied before this agreement is terminated. The ICSI may also put in place some other agency for carrying out the remaining work and expenditure incurred on same shall be recovered from the Service Provider.

The Service Provider shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have been derived from the performance of this agreement in full, but which he did not derive in consequences of the full performance of this agreement not having been carried out, nor shall he have any claim for compensation / damage for the loss suffered by him by reason of termination of agreement by the ICSI. No claim for interest will be entertained by ICSI with respect to any moneys or balances, which may be in their hands owing to a dispute between itself and the Service Provider.

(k) **Force Majeure**


- i) For the purpose of this Article, Force "Majeure" means any cause, which is beyond the successful bidder control or that of the Institute, as the case may be, which both could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the order, such as:-
- War / hostilities
 - Riot or civil commotion
 - Earthquake, 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 successful bidder control or of the Institute, which prevent or delay the execution of the order either by the successful bidder or by the Institute.
- ii) If a Force Majeure situation arises, the successful 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 successful bidder will continue to perform its obligations under this order as far as is reasonably practical and shall seek all reasonable alternative means for performance of this order.
- (l) **Indemnity Clause:** The vendor will indemnify ICSI against all statutory liabilities present and future arising out of this contract. In the event of violation of any contractual or statutory obligations, the successful bidder will be fully and solely responsible for the same. Further, in the event of any action, claim, damages, suit initiated against ICSI by any individual, law enforcement agency or government authority due to acts and omissions, the successful bidder will be liable to make good/compensate such claims or damages to the ICSI. As a result of the successful bidder action, inaction or any omissions, if ICSI is required to pay any damages to any individual, law enforcement agency or government authority, the successful bidder would be required to reimburse to ICSI such amount along with other expenses incurred by ICSI or ICSI reserves the right to recover but not limited to such amount from the payment(s) due to the successful bidder while settling its bills or from the amount of security deposit lying with ICSI. However, ICSI reserves its right to take legal recourse as permitted under law of the land. In case of any damage caused to the institution due to negligence, carelessness or inefficiency of staff of the vendor, the vendor shall be responsible for making good the loss. The ICSI shall have right to adjust the damage / loss suffered by it

from the security deposit or / and to charge penalty as decided by the Institute. Decision of the ICSI in this respect shall be final & binding on the vendor.

The services indicated in Part "C" (Financial Bid) are tentative and may be increased / decreased at the sole discretion of the Institute and the vendor shall have no right to claim any minimum/definite/guaranteed volume of business.

For any details / clarifications, **Shri Sanjay Kumar Nagar, Joint Secretary (IT); (0120-4522005), Email: sanjay.nagar@icsi.edu** may be contacted.

Date: **June 15, 2026**

Sd/-
(Shri A K Srivastaa)
Joint Secretary (Purchase)

A. K. SRIVASTAVA
Joint Secretary
(Purchase & Store and Printing)
The Institute of Company Secretaries of India
C-36, Sector-62, Noida (U.P.) - 201309



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THE INSTITUTE OF COMPANY SECRETARIES OF INDIA
ICSI NOIDA OFFICE: ICSI HOUSE, C-36, SECTOR-62, NOIDA-201309 (UP)

Tender No. ICSI/ IT/(FMS-NOIDA)/2026/129 (RE)

15th June 2026

Sub: Tender for Facility Management Services (FMS) for ICSI Data Centre Services.

PART 'B' (TECHNICAL BID)
Form I: PARTICULARS OF BIDDER

(ALL COLUMNS ARE TO BE FILLED IN BLOCK LETTERS)

1. Name of the Bidder
 - (a) Trade Name _____
 - (b) Status of the Bidder _____
(Pvt. Ltd./Limited Co.)
(Enclose self-attested copy of document)
 - (c) Name of CEO/Directors _____
2. Postal Address _____

3. Telephone No. / Mobile No. for communication _____
4. (a) E-mail-id (mandatory) _____
(b) Website address (if available) _____
5. Bank Draft No, date, Bank name and amount (if applicable)/MSME or NSIC Regn. No. _____
(a) Tender Fees _____
(b) EMD _____
(c) MSME/NSIC Regn. No. (if applicable) & its valid period
(Enclose self-attested certificate photocopy)
6. Name of the Banker, Branch Name, A/c No. and IFS Code (for e-payment purpose) _____
7. PAN (Enclose self-attested photocopy) _____
8. GSTIN Code (Enclose self-attested photocopy) _____
9. Trade License/Business License/CIN (if applicable) _____
(Enclose self-attested photocopy)
10. Any other relevant information _____

I/We hereby declare and affirm that I/we have read and understood the terms and conditions of this tender/quotation/NIT as stipulated in the tender notice No. _____. Accordingly, I/ we accept the terms and conditions and hereby offer the rates for “_____ (name of the work or supply)” as per Financial Bid (Part ‘C’).

Signature _____
(Authorized signatory of the bidder)
Name of the bidder _____
Official seal of bidder _____

Date _____

- **NOTE: Please submit all supporting documents (self-attested photocopy) wherever applicable in support of the information furnished above with seal and signature of the bidder’s authorized representative.**

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA
ICSI NOIDA OFFICE: ICSI HOUSE, C-36, SECTOR-62, NOIDA-201309 (UP)

Tender No. ICSI/ IT/(FMS-NOIDA)/2026/129 (RE)

15th June 2026

Sub: Tender for Facility Management Services (FMS) for ICSI Data Centre Services.

Form II(a): TECHNICAL DETAILS

S. No.	Description	Compliance (Y/N) (Numbers if applicable)	Supporting Document Reference with Page No
1	You are complying with the terms and conditions of tender [Form No. III (Annexure 'C') of this document on the business letter head of the bidder].		
2	You have confirmed that you have not included any condition/conditional compliance etc. in the bid submission. (Declaration on the business letter head of the bidder.		
3	All the pages of proposal are number sequentially.		
4	You have enclosed the indicative SLA's with Technical proposal.		
5	The bidder is a registered company under Companies Act, 1956 or Companies Act, 2013 of India for at least Five (05) years. Certification of Incorporation should be submitted.		
6	Bidder should have an office establishment or a representative at Delhi (NCR), Mumbai, Kolkata, Chennai (please enclose the supporting document)		
7	Bidder to confirm that the bid is not submitted in Consortium.		
8	The bidder shall have a valid CIN		
9	Onsite Review mechanism (Weekly, Monthly and Quarterly)		
10	Agreed MIS to be provided by the bidder		
11	FMS engineers deputed at the Institute qualifications and certifications (like Bachelor's Degree in computer and Information Technology, MCA or equivalent education qualifications)		
12	FMS engineers deputed at the Institute replacement criteria: In case of replacement of FMS engineer, New FMS Engineers should be deputed at ICSI NOIDA Office to get KT (Knowledge Transfer) for 14 Working Days from existing FMS engineer and all Cost (Including lodging and boarding of the FMS Engineers) will be bear by the bidder. Only one FMS engineer can be replaced in a year.		
13	Backup FMS engineers (along with Regular FMS) at all locations should visit the Institute's offices for Three (3) days in a month during the entire contract to understand the Site System and Day to Day Operations.		

I / We hereby declare and affirm that I/we have read and understood the terms and conditions of this tender / quotation / NIT as stipulated in the tender notice No. _____. Accordingly, I / we accept the terms and conditions and hereby offer the rates for “_____ (name of the work or supply)” as per Financial Bid (Part 'C').

Signature _____
(Authorized signatory of the bidder)

Name of the bidder _____

Official seal of bidder _____

Date _____

NOTE: Please submit all supporting documents (self-attested photocopy) wherever applicable in support of the information furnished above with seal and signature of the bidder's authorized representative.

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA
ICSI NOIDA OFFICE: ICSI HOUSE, C-36, SECTOR-62, NOIDA-201309 (UP)

Tender No. ICSI/ IT/(FMS-NOIDA)/2026/129 (RE)

15th June 2026

Sub: Tender for Facility Management Services (FMS) for ICSI Data Centre Services.

Form II(b): Eligibility Criteria Details

S. No	Particulars	Response Yes/No	Supporting Document Reference with Page No.
1.	The bidder must be incorporated and registered in India under the Indian Companies Act 1956 or 2013 or under any other relevant legal provision in any other Country and should have been operating in India and must have their operating office in India. Please enclose self-attested copy of Certificate of Incorporation, copy of Memorandum of Association (MOA) and Article of Association (AOA) or any other relevant document of incorporation and proof of having office in India.		
2.	Bidder should have an office establishment or a representative at Delhi (NCR), Mumbai, Kolkata, Chennai (please enclose the supporting document)		
3.	Average Annual Turnover immediately preceding three consecutive financial years ended as on 31.03.2025 must not be less than Rs.10 (Ten) crore. (Please attach copy of Audited P&L accounts and balance sheet of three preceding consecutive financial years ending as on 31st March, 2025 of the bidding firm in support of the bidder's submission).		
4.	The bidder should be a profit-making company for the immediately preceding Three (3) financial years and its net worth should be positive during this period.		
5.	Bidder should have at least Four (4) years of experience in similar kind of projects (Facility Management Services for IT). Submit the documents as proof (at least one PO/WO which is within 4 years before bid submission date).		
6.	Submission of Tender Fee.		
7.	Submission of EMD or valid NSIC / MSME certificate/document		
8.	PAN (Please attach self-attested photocopy of the documentary proof to be submitted)		
9.	GSTIN Code (Enclose self-attested photocopy)		
10.	Escalation Matrix up to Three (3) levels should be provided. Please enclose the declaration from Authorized Signatory on the Bidder's Business Letter Head.		
11.	The bidder should have at least Three (3) clients FMS contract, out of which minimum One (1) should be Central Government/State Government/ Public Sector organizations /Autonomous Bodies/ Statutory Bodies, Business house. (Please attach work order/agreement copy).		

12.	Bidder should not have been blacklisted by any Firm/Organization/School/ Board/ University / Institution, or any Government organization and no litigation is pending in the court of law against the bidder. Bidder also should not be under any legal action or not declared ineligible to participate for unsatisfactory past performance by the Government of India for indulging in corrupt, fraudulent, coercive, undesirable, or restrictive practices or any other unlawful or unethical business practices with any Central/ State Government Ministry/Department/ PSU/ Statutory Body / Government Company in last 5 years. The Bidder also must not have been declared bankrupt/insolvent or should not have filed for bankruptcy/insolvency in the past Five (5) years or in the process of being declared bankrupt / insolvent before any designated authority. Please enclose the declaration from Authorized Signatory on the Bidder's Business Letter Head.		
13.	The Bidder who was awarded any contract in the past by the Institute but terminated during the contract period due to unsatisfactory performance will not be eligible /considered to participate in this tender. Also, a bidder who was awarded any contract earlier but refused to continue the contract/refused to sign the agreement as given by the Institute will not be eligible to participate in this tender. Please enclose the declaration from Authorized Signatory on the Bidder's Business Letter Head.		
14.	Bidders should have not been declared ineligible by the Government of India to participate for unsatisfactory past performance, corrupt, fraudulent or any other unlawful or unethical business practices. (Declaration from Authorized Signatory on the Bidder's Business Letter Head).		
15.	The bidder must have adopted ITIL best practices and a valid ISO certification as on the date of submission of the bid ISO 9001:2008 /9001:2015 Equivalent certificate for quality and ISO 27001/ ISO 20005 Equivalent certificate for Data Security and Management. (Please attach supporting document).		

NOTE:

- i. Tender document each and every page has to be signed and stamped by bidder.
- ii. Conditional bids will be summarily rejected.

Date:

Name and Signature of Bidder with Corporate Seal

(Annexure C)

Form III: Tender acceptance letter to be printed on business letterhead of the bidder and to be submitted with the Technical Bid

To

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

Sub: Tender for Facility Management Services (FMS) for ICSI Data Centre Services.

Sir,

This is with reference to the **Tender No. ICSI/ IT/(FMS-NOIDA)/2026/129(RE)** due on _____. We are interested to participate in the **Facility Management Services (FMS) for ICSI Data Centre Services dated _____, 2026**. We declare that:

- i) We have read and understood the terms and conditions given in the tender/ quotation Document;
- ii) We are eligible for award of the contract as per the qualification criteria mentioned in the tender/ quotation Document;
- iii) We accept and agree to all the terms and conditions of the tender/ quotation;
- iv) We shall comply with all the terms and conditions of the tender/ quotation;
- v) All the information / documents provided in this bid are true to the best of our knowledge and belief. If at any stage, the information / documents are found to be false, misleading or incorrect then this Bid / Purchase Order shall be cancelled at our cost and risk and we shall indemnify the Institute (ICSI) for the loss caused due to the cancellation and we shall be liable for penal / legal action including black listing by ICSI.
- vi) We understand that ICSI reserves the right to cancel the tender / quotation at any stage or cancel / reject any one or more bid without incurring any liability.
- vii) The duly signed copies of all the tender pages are attached herewith.

(Signature of the Bidder)

Printed Name

Designation

Official seal/ stamp

Date:

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA
ICSI NOIDA OFFICE: ICSI HOUSE, C-36, SECTOR-62, NOIDA-201309 (UP)

Tender No. ICSI/ IT/(FMS-NOIDA)/2026/129 (RE)

15th June 2026

Sub: Tender for Facility Management Services (FMS) for ICSI Data Centre Services.

PART 'C' (FINANCIAL BID)

(Figure in Rs.)

	Services	Cost per Person/Unit per annum (In Rs.) (A)	No. of Person (B)	Charges per annum (In Rs.) (all-inclusive except of GST) (A*B= C)	GST__% (D = C * GST%)	TOTAL P rice (Including all Taxes) (E= C+D)
1	For 1st Year Cost for Two (2) Chief Facility Management Engineers (Level 3) & related Service at ICSI, C-36, Sector-62, NOIDA Office		2			
2	For 2nd Year		2			
3	For 3rd Year		2			
4	For 4th Year		2			
5	For 5th Year		2			
6	Total Cost for Five Years					
Any other charges for Software Tools which may be used for Health monitoring of DC Services, IT Infra of DC etc. and to configure Email alerts. *						
	Services	No. of Devices & License	Charges per annum (In Rs.) (all-inclusive except of GST) (A)	GST__% (B = A * GST%)	TOTAL Price per annum (Including all Taxes) (C= A+B)	TOTAL P rice for 5 years (Including all Taxes)
7	(i) <u>Renewal & Upgradation of current Tool: OP Manager (Current version 9.5 to Latest Version)</u>	150 Devices + 5 URLs	150 Devices + 5 URLs			
8	Grand Total (S.no. 6 + S.no.7)					

(Figure in Rs.)

	Services	Charges per annum (In Rs.) (all-inclusive except of GST) (a)	GST__% (b =a * GST%)	TOTAL Price (Including all Taxes) (c= a+b)
1	Each additional FMS Engineer (Level 3) cost if required at new sites.			
2	Each additional FMS Engineer (Level 2) cost if required at new sites.			
3	Each additional FMS Engineer (Level 1) cost if required at new sites.			

Delivery: C-36, Sector-62, Noida (U.P.)

Date:

Name and Signature of Bidder with Corporate Seal
Mobile No.

SERVICE LEVEL AGREEMENT

This Agreement dated _____ is made by and between **The Institute of Company Secretaries of India, a Statutory body constituted under the Company Secretaries Act, 1980** having its head office at ICSI House, 22, Institutional Area, New Delhi – 130 003 through _____ (here in after referred to as "**ICSI**") which term shall include in its successors and permitted assigns of the **ONE PART**

AND

_____ The company incorporated under the Companies Act 1956/2013, with its registered office located at _____ and with its corporate office located at _____ through Shri _____, duly authorized by the Board resolution dated _____ (here in after appropriately referred to as "**Service Provider**" which term shall include its successors and permitted assigns), of the **OTHER Part**

And**WHEREAS:**

ICSI desired to have **Facility Management Services (FMS) at its Office/s** and wished to engage an Agency/ Company to **provide Facility Management Services (FMS) (hereinafter referred to as the "Services") for ICSI**. For the purpose, the ICSI floated Tender, on its web site on _____.

Among Several bidders, the Service Provider having expertise in Services/ incidental services and well acquainted with the profile and functioning of the ICSI, represented its adequate experience in providing services through its well skilled, qualified and experienced staff/employees and representatives and expressed its willingness to undertake and provide the said services for the ICSI.

Based on the representations and warranties of the Service Provider as contained in this Agreement, the ICSI agreed to engage the Service Provider for Services on the terms and conditions set forth in this Agreement.

Letter of Intent (LOI) dated _____ issued and the same have been accepted unequivocally by the Service Provider.

NOW THEREFORE, in consideration of the mutual promises set forth below, and terms and conditions mentioned in Tender document along with the Attachments hereto, which form an integral part of this Agreement, the Parties hereby agree to the following:

DEFINITIONS

1. **Network Availability** shall mean the average network time available annually for **ICSI** subject to the provisions of this Agreement.
2. **ICSI Equipment** shall mean any and all hardware, software and networking equipment of **ICSI** owned, leased or rented by it which is not provided by the Service Provider under this Agreement but coexists together with the Equipment with which they operate in tandem or in isolation.
3. **ICSI Premises** shall mean the site or sites designated by the ICSI where the Network equipment is installed including areas to access the **Service Provider** installed Equipment.
4. **Service Activation Date** shall be the date when Service Provider installs and commissions Equipment at **ICSI** site.
5. **SNMP** – Simple Network Management Protocol
6. **NMS** – Network Management Software
7. **EMS** – Enterprise Management System

1. SCOPE OF THE AGREEMENT

Services to Be Provided

Service Provider shall provide service as below and in accordance with the specifications set forth in this agreement hereto at ICSI designated locations:

Provide management, maintenance, coordination and technical support services for the Information Technology Infrastructure (hardware/software system and application software), training/hand holding and data preparation including preventive maintenance benchmarking and generating reports

2. TERM

The term of this Agreement shall be Five (5) years with effective from signing date of SLA i.e., from _____ to _____ subject to evaluation of the performance on yearly basis. In case on annual review, it is perceived by the Institute that the Service Provider's previous year's performance is not satisfactory, it may terminate the contract with one month notice on the completion of the year of service. The Institute has to issue the termination notice within one month of the completion of the yearly maintenance otherwise the contract will be stand valid.

3. Extension of Contract:

On expiry of Five (5) years, the ICSI reserves the right to extend the contract for further maximum period of three (3) Years subject to evaluation of the performance on yearly basis on the same terms & conditions in writing if the service of the Service Provider is found satisfactory. Service Provider shall have no right or claim for the extension of the contract in any circumstances and decision of the ICSI shall be final and absolute

4. TERMINATION

Either party may terminate this Agreement by giving a three (3) months' notice in writing to the other party for termination of agreement.

The ICSI without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving One (01) months' notice in writing in case Service Provider fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Service Provider or by its staff or agent or in case there are more than 3 penalties on the Service Provider in any month.

Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall continue by the Service Provider during the period of termination notice and the same must be satisfied before this agreement is terminated. The ICSI may also put in place any other agency for carrying out the remaining work and expenditure incurred on same shall be recovered from the Service Provider.

The Service Provider shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have been derived from the performance of this agreement in full, but which he did not derive in consequences of the full performance of this agreement not having been carried out, nor shall he have any claim for compensation / damage for the loss suffered by him by reason of termination of agreement by the ICSI. No claim for interest will be entertained by ICSI with respect to any moneys or balances, which may be in its hands owing to a dispute between itself and the Service Provider.

5. CONSIDERATION

In consideration of services being rendered by the Service Provider under this Agreement, ICSI shall pay an amount of Rs. _____ (all taxes, fees etc. inclusive) per year during the term of this Agreement. Payment by ICSI shall be made in equated installments quarterly at the end of each quarter on receiving the bill from Service Provider. After the expiry of the term the service charges shall be revised as per mutual agreement between the parties.

6. Payment of Taxes: -

Service Provider shall be responsible for and shall pay all taxes, duties, excises, assessments or other charges of any kind or nature whatsoever levied by any government or governmental body on or in connection with the Services including without limitation sales taxes, duties, customs, levies, service tax and any other tax ("taxes") levied on the equipment, supplies and any other item/service supplied by Service Provider during the tenure of the

agreement. ICSI may seek proof of payment of such taxes, duties etc. before release of future payments failing which payment would not be released till the compliance thereof.

7 ICSI RESPONSIBILITIES

To facilitate **Service Provider's** provision of Equipment and Services, **ICSI** agrees to perform the following obligations:

- 7.1 Access: **ICSI** shall grant access at all times to Equipment, related sites, office areas and other facilities to Service Provider and its authorized representatives, subject to ICSI's reasonable security restrictions. **ICSI** shall arrange for permission for access to offices of third parties for purposes of carrying out the work to be performed by Service Provider under this Agreement.

ICSI shall give access to **Service Provider** or its authorised representatives to sources of electrical power, and any other necessary utilities and facilities, including telephone access to **Service Provider's** Network Operations Center or to ICSI's offices which may be required in order for **Service Provider** to provide efficient Service.

- 7.2 Installation: **ICSI's** personnel shall co-operate and support Service Provider's representatives, as required, for Equipment installation, problem diagnoses and isolation of faults.

- 7.3 Project Contacts: **ICSI** designates HOD, Information Technology, ICSI as the responsible person representing **ICSI's** management for the Installation and Services Start-up Program. Service Provider shall also nominate its contact person for co-ordination of services provided under this Agreement. These persons shall represent the respective Parties in all aspects of the provision of Equipment and Services.

7.4 Additional ICSI Responsibilities:

- a. Provide space for indoor equipment including networking equipment such as multiplexers, modems, spare and test Equipment;
- b. Provide for all necessary electricity and UPS systems of required rating for each site;
- c. Furnish all facilities from ICSI equipment to be interconnected with the Network;
- d. Provide access to **Service Provider** personnel during working hours and any subsequent assignee to all **ICSI** Premises.

8. SERVICE PROVIDER RESPONSIBILITIES

8.1 Services

The service provider will depute Two (2) Chief FMS Engineers (Level 3) at ICSI, NOIDA Office and they will be responsible of all System Administrator activities at Primary Data Center (Servers, Software's, Network, Hardware, Applications, Databases, AI tools/Apps, IT Policies, Security Policies, System Configuration, DC & DR Monitoring, Antivirus, MS O365 cloud Email, ICSI Applications & Database deployment/Hosting/Configuration on Cloud services (like MS Azure, AWS, etc.), Fire Walls, Websites etc. related issues) and also co-ordination between DR Site and DC Site also take the Backup/Restoration of All Applications and Databases at Data Center. SMS and Email Notifications alert configuration on the all IT Services escalation and follow-up. FMS Engineers must follow the Backup Policy and Data Synchronization as per policy. Passwords of all Data Center equipments (Servers/Routers/Switches/Fire Walls/Data Bases/Applications/UPS/ etc) must be changed as per policy and should be shared in written in 1st week of every month in a sealed envelope duly signed. IT Security Policies must be implemented/Updated in the Data Centre and Organization Level. Data Centre Hardware/Media Management must be ensured that for any hardware/Media existing the Data Center, all Electronic Data is backed up then subsequently removed from disposal media Records of these must be retained for audit purpose.. Data Center Authorized entry must be taken care by FMS Engineers and keep record of each entry, to ensure that ENTRY OF UNAUTHORIZED PERSONS IN DC with the permission of authorized officials of ICSI only.

8.2 Maintenance Service

Service Provider shall keep Network operating for all days in the ICSI. The Service Provider's personnel contacts, telephone numbers, and other procedures of fault reports like call escalation processes, data bases with historical information will be made available by Service Provider to the ICSI within 7 days of the signing of this agreement.

The SNMP components and patch management on computers in the Institute will be done by Service Provider to enable the NMS to identify the computers and related software. Service Provider will do load balancing and fine-tuning of all equipments. All software licenses as implemented in ICSI by Service Provider will be in the name of ICSI.

Service Provider will manage the onsite Helpdesk system as per ICSI working hours and ensure that all calls are assigned to respective heads. It will further ensure that the best service level within the designated time is provided to all users.

The Software(s) including database(s) to be maintained on Co-located servers and all servers installed in the Data Center of the ICSI NOIDA office, 4 RO's, CCGRT and the Chapters under the ROs (including any changes in future) is enclosed in **Annexure – E** to this Service Level Agreement.

8.3 Corrective Maintenance

In accordance with the terms of this Agreement, Service Provider shall perform corrective maintenance on the network for all components provided and implemented by service provider. Service Provider shall maintain equipment using the procedures of corrective maintenance as required:

- 1) The faults if any reported to SERVICE PROVIDER will be checked initially through the NMS.
- 2) Replacement of any faulty unit on site to be undertaken by the Bidder who owns the warranty / AMC of the equipment. Service Provider will determine & designate the calls for the faulty equipment to the respective Bidder.
- 3) Reconfigurations of the system (as and when new updates of software version are released) by the Service Provider.
- 4) Re-configuration of the existing software and hardware systems to meet ICSI requirements whenever required.

Service Provider will log/forward the call to the respective Bidders and record the call number with all details (including Service Provider for the equipments supplied by Service Provider) and follow up for the same as per SLA with the respective Bidder. Service Provider will submit SLA violation report immediately on violation for the individual complaint. Service Provider will also submit a consolidated SLA violation report on every month end for all Bidders to impose penalties as defined in the respective SLA's. However, the final decision to impose penalty remains with ICSI. For the equipment supplied by Service Provider, personnel should cater to the fault within 4 working hours. The fault should be resolved in 4 hours of recording the same. In case the equipment is to be replaced, the total time allowed will be 72 hours. Service Provider will ensure that network is up and running within 4 hours before taking any equipment for replacement.

8.4 Preventive Maintenance

Service Provider shall perform preventive maintenance for the Equipment in the ICSI site on the network and all components provided and implemented by Service Provider. The preventive maintenance includes normal checks on a periodical basis to check the quality of the performance of the equipment. Preventive maintenance means external and internal cleaning of the equipment, benchmarking and generating reports pertaining to satisfactory through put in the network once in two months (within first three working days of the month) during the warranty period. Service Provider will also ensure that the preventive maintenance for all other computer hardware in the Institute not supplied by Service Provider is done by the respective Bidder responsible for warranty/maintenance service as per the related SLA terms and conditions. ICSI will provide all SLAs to Service Provider for this purpose. In case the respective Bidder does not provide preventive maintenance services as per the respective SLA with them, Service Provider will bring this to the notice of the ICSI immediately.

8.5 Service Calls

Service Provider will configure the EMS/NMS such that the fault is communicated immediately to the concerned Bidder responsible for warranty/ maintenance service through SMS or / and E-mail. The software for all such calls will maintain a log. Service Provider will record necessary action taken till the closing of the call. In case of default in any complaint at the end of the concerned Bidder responsible for warranty / maintenance service, Service Provider will provide respective complaint detail along with the follow up detail to ICSI immediately within 24 hours from the default date. Monthly MIS of all such faults to the action taken closing date and time will also be provided by Service Provider on the first working day of the next month. Service Provider will provide ONSITE helpdesk support to ICSI to cater to the requirements as per the scope of this agreement. Service Provider will

depute its staff members (FMS Engineers) on all working days during normal working hours for this purpose at ICSI locations. The minimum skill sets required for these staff members should be qualification in Data Base Administration of SQL Servers, System Administration on Microsoft Technologies and Oracle database administration. In case the DBA & System Administrator is not able to provide the expected support Service Provider will ensure that there are adequate back office supports provided to their employees. Deputed staff of Service Provider in ICSI must be authorized by communicating to ICSI in writing. The replacement / addition / removal of manpower deputed at ICSI will be with the prior approval of ICSI. Confidentiality of the data and information/records of the ICSI will be maintained by the deputed staff of Service Provider and in case of failure of maintaining the same, Service Provider will be fully responsible. Service Provider will be responsible for any act of omission or commission on the part of its employees.

8.6 Bandwidth Management

The ICSI has procured Internet bandwidth from various Agencies. Service Provider shall test the bandwidth on daily/weekly/quarterly basis and provide a report on the exact bandwidth provided by various ISP's. The report must be made available by the 5th of the next month on which it is due.

Service Provider will ensure that proper log is maintained on the services provided by the ISP's to the ICSI. Service Provider will lodge the complaint to the ISP's help desk and inform the ICSI regarding the complaint number. Service Provider will provide all such complaint details along with the follow up details on case to case basis within 24 hours of the default by the concerned Agency as per the terms and conditions of the respective SLA. Further a monthly log of the disruption in services will be provided to the ICSI by the 3rd day of the next month e.g; for April 2026, the disruption log is to be provided by 3rd of May 2026.

8.7 Network Architecture Implementation and Strategic Deliberation

The Service Provider shall be responsible for the end-to-end implementation and maintenance of the Network Architecture as defined and mandated by the ICSI Cyber Security Administrator. This process shall involve detailed technical deliberations and consultative sessions with ICSI officials and the Cyber Security Administrator to ensure the architecture meets the organization's security, scalability, and performance requirements. The Service Provider must ensure that any proposed changes, upgrades, or reconfigurations to the network (including VLAN segmentation, routing protocols, and perimeter defenses) are documented and approved through this deliberative process before execution. The Service Provider's Level is required to translate the strategic security directives provided by the Administrator into actionable technical configurations, ensuring that the physical and logical network design remains resilient against evolving cyber threats and is fully synchronized across the Primary Data Center and Disaster Recovery sites.

8.8 Cyber Attack Prevention and Security Management

The Service Provider shall take all necessary proactive measures to protect ICSI's IT infrastructure from cyber threats, including but not limited to, ransomware, malware, phishing, and unauthorized access. This includes the implementation of a multi-layered security strategy involving regular vulnerability assessments, timely application of security patches, and the continuous monitoring of network traffic for anomalies. The Service Provider is responsible for ensuring that all security appliances (Firewalls, IDS/IPS, Antivirus) are updated with the latest definitions and signatures.

Furthermore, the Service Provider must establish an Incident Response Plan to mitigate the impact of any potential breach and ensure the integrity of the Data Center. In the event of a suspected or actual cyber attack, the FMS Engineers shall provide immediate remedial action, document the root cause, and implement enhanced security controls to prevent recurrence. The Service Provider shall also ensure that all administrative access is strictly governed by the Principle of Least Privilege (PoLP) and that Multi-Factor Authentication (MFA) is enforced across all critical cloud and on-premise platforms.

8.9 FMS Resource Joining/Replacement criteria

The FMS Engineers should be deputed at ICSI NOIDA Office to get KT (Knowledge Transfer) for 15 Working Days and all Cost (Including lodging and boarding of the FMS Engineer) will be bear by the bidder. The above said will be applicable during the FMS Man power replacement, their Resumes should be provided and an interaction should be conduct at ICSI NOIDA Office before replacement. Only one FMS engineer can be replaced in a year.

8.10 Backup Resource criteria at ICSI

Backup FMS engineers for both Primary Engineers at ICSI NOIDA Office should visit the Institute office for **(3) Three Working days** in a month to understand the System.

8.11 Conveyance charges to FMS Engineers :

If the Engineers are advised to stay late till 9:00 P.M OR beyond on weekdays/holidays as per the requirement of the user directorates, the Institute may reimburse conveyance amount by auto in actual from Office to Home and having the claim from the engineers duly verified by the Directorate of IT, ICSI.

If the Engineers are advised to visit outside data centre OR programme site as per the requirement of the directorates, the Institute may reimburse conveyance amount by auto in actual on having the claim from the engineers duly verified by the Directorate of IT.

8.12 Working Schedule:

FMS Engineer (Level 3) 1:

Office Hours: 08.00 A.M to 5.00 P.M

Working days: Monday through Saturday

Data Center/Network monitoring: 24x7 online/offline

FMS Engineer (Level 3) 2:

Office Hours: 01.00 P.M to 10.00 P.M

Working days: Monday through Saturday

Data Center/Network monitoring: 24x7 online/offline

The service provider has to extend their services even after the normal duty hours and on holidays on the basis of the Institute's requirements and exigencies. The duty timing of the engineers may be changed by the Institute as per the requirements time to time with the mutual discussions.

8.13 Upgradation of systems

In case changes in the software version wherein equipment or software is upgraded to a higher version in the same software category and class without any platform changes, service provider is required to upgrade the support team's skill set to ensure efficient service delivery.

However in case of platform changes, ICSI will take the service provider into confidence and ensure that adequate training is arranged for the onsite support team along with ICSI IT team by the system/software supplier to ensure uninterrupted service delivery. ICSI will involve service provider's onsite support team for training, orientation and implementation of all new software applications, management tools and operating systems.

Examples of Platform Change OR Version change (Please note that the examples list is only indicative of the type of changes that will constitute a platform change OR Version Change and is not an exhaustive list): E-Mail/OS (Microsoft, Linux, Ubuntu) / SQL/ Oracle Apps / Oracle DB, Microsoft Cloud like Azure, MS O365 email system etc.

8.14 Onsite Review Mechanisms at ICSI

1. Weekly Review Meeting (WRM) with team lead at Noida Office
2. Monthly Review Meeting (MRM) with the next level to the team lead as per the escalation matrix
3. Steering Committee Meeting (SCM) with competent authority once in two months or as and when required
4. Online access of all issues/tickets as on date status to all concerned officials of the Institute (centralized helpdesk).

8.15 Penalty Terms:

1. Rs. 5,000 /- (Rs. Five Thousand only) per day OR part thereof for SLA violation
2. Non availability of Manpower would attract a penalty of Rs. 2000/- (Rs. Two Thousand only) per day manpower absence, if no alternate appropriate resource provided. The resources deputed at our location should sign and put time IN and OUT in the Attendance Register.
3. Non-Submission of MIS as per SLA, penalty imposed Rs. 500 /- (Rs. Five Hundred only) per day or part of the day.
4. In case there are more than 3 penalties on Service Provider in any month, the ICSI shall have right to terminate the contract by giving one month's notice and such decision of the ICSI shall be final.

8.16 Training to ICSI Officials:

The Firm has to provide Ten (10) man days training per year to ICSI officials on ITIL/ISMS/ Equivalent.

The MIS Reports:

S.No.	Report Name	Frequency/As and when Required
1	Network Bandwidth Management of All ICSI Locations Connected in WAN	Daily
2	Daily MIS Report pertaining to all services like Servers Status/ Patching/ Backup/DR/Server Room/UPS Status/ERP/ Network/ LAN / WAN/ Internet/ MS O365 email on cloud /MS Sharepoint/ Licenses/Synchronization etc)	Daily
3	Daily Time Sheet of FMS	Daily
4	FMS Attendance Report (from Project Manager Office)	Daily
5	Data Centre Health Report (Servers/Routers/Switches/Fire Walls/Databases/Applications/Temperature/UPS etc)	Daily
6	Service Calls Escalation Report with Details (Action taken etc)	Weekly
7	Service Calls Log Report with other Supporting Vendors	Weekly
8	All IT Assets Report of All ICSI Locations Connected in WAN	Weekly
9	Corrective Maintenance SLA Violation/Penalty Report with other Supporting Vendors (like Network, H/w, S/w etc.)	Weekly
10	Preventive Maintenance Report of with SLA Violation/Penalty Report with other Supporting Vendors (like Network, H/w, S/w etc.)	Weekly
13	All Tickets Report. (SLA Violated/Pending/Overdue/Completed etc.)	Monthly
12	PATCH Updation of Software/OS/Servers	Monthly
13	Passwords Changes of Data Centre Equipments (Servers/Routers/Switches/Fire Walls/Databases/Applications/UPS) as per Policy	Monthly
14	IT Security implementation/Updation Report as per policy	Monthly
15	Hardware/Media Management of Data Centre (Electronic Data remove/Data backup/Disposal/Repair/Replacement /Upgradation/etc) Report	Monthly

9. Forfeiture of Security Deposit and Invoking of Bank Guarantee: -

ICSI shall have the right to invoke the Bank Guarantee and to forfeit the security deposit if Service Provider contravene or breach any of the terms and conditions of this Service Level Agreement (SLA) or if the Service Provider withdraws or amends, impairs or derogates from Work Order / Service Level Agreement (SLA) or fails to execute the work as per the Work Order / Service Level Agreement (SLA) or fails to deliver the satisfactory performance during the period of contract.

ICSI shall also have the right to invoke the Bank Guarantee and to forfeit the security deposit and to adjust the damage or loss caused to the ICSI due to negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the Service Provider or its staff / employee / agent / representative. Whenever under Work Order / Service Level Agreement (SLA) order any sum of money is recoverable from and payable by the Service Provider, the ICSI shall have right to recover such sum by appropriating in part or in whole from the security deposit / bank guarantee of the Service Provider. In the event of the security deposit / bank guarantee being insufficient, the balance or the total sum recoverable, as maybe, shall be deducted from any sum due to the Service Provider or which at any time thereafter may become due to the Service Provider under this or any other agreement with the ICSI. If this sum is not sufficient to cover the full recoverable amount, the Service Provider shall pay the Institute on demand the remaining amount.

10. Blacklisting

Notwithstanding any other remedy, the ICSI may by notice in writing blacklist the Service Provider for suitable period in case Service Provider fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Service Provider or by its staff or agent or in case there are more than Three (3) penalties on the Service Provider in any month.

11. Compliances of Law: -

- A. Service Provider shall carry out the Services in strict compliance with all relevant laws and regulations of the State or Territory within India where the Services are being rendered and in accordance with the conditions of any permit, license or concession relating to any part of the Services, whether held by Service Provider, ICSI or any other concerned party.
- B. Service Provider shall indemnify and hold ICSI harmless from and against any liability, penalty, cost or expense suffered or incurred as a result of Service Provider failing to comply with any law, or regulation, or such permit or license relating to any part of the Services.

12. Intellectual Property Rights. -

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

13. Genuine Software

Both parties agree that the software that is required to be used for the purposes as envisaged under this Agreement shall be genuine and registered software and not a pirated version of any nature.

14. FORCE MAJEURE

- i. For the purpose of this Article, Force “Majeure” means any cause, which is beyond the successful bidder control or that of the Institute, as the case may be, which both could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the order, 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 successful bidder control or of the Institute, which prevent or delay the execution of the order either by the successful bidder or by the Institute.
- ii. If a Force Majeure situation arises, the successful bidder are 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 successful bidder will continue to perform its obligations under this order as far as is reasonably practical and shall seek all reasonable alternative means for performances of this order.

15. INDEPENDENT CONTRACTOR OR SUBCONTRACTOR

The relationship of Service Provider to ICSI under this Agreement shall be that of an independent contractor. The acts/performance and actions taken by either party in furtherance of their respective activities of operation shall not bind the other except to the extent provided under this Agreement. The acts performed and action taken by either party that do not fall under the Agreement shall have binding effect on the other to the extent they are reduced to writing and the prior consent of the other party is obtained.

That it is expressly understood & agreed 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, 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 between the ICSI and Service Provider is a non-exclusive agreement. The ICSI shall be free to enter into any such agreement with any other service provider during currency or the extended currency of this Agreement.

17. 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.

18. 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.

19. Alteration and Modification

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

20. ADDITIONAL CONDITIONS

20.1 Governmental Approvals: Service **Provider** will obtain all necessary licenses and approvals, including those of local, state, and central governments for the successful implementation of all equipment.

The Parties shall co-operate to facilitate the obtainment of any necessary governmental licenses and approvals.

20.2 Complete Agreement: This Agreement and all of its Attachments [and Annexures] constitute the complete Agreement between the Parties and replace any written or oral Agreement or understanding with respect to the subject matter. Changes, amendments or interpretations of this Agreement shall be valid only if they are in writing and signed by both parties, except that each Party may make a change of domicile or change of the name of the person to whom notifications shall be sent. This notification shall be made through a written document to the other Party to this Agreement.

20.3 Non-Waiver: Failure to exercise by either party of any right under this Agreement in one or more instances shall not constitute a waiver of those rights in another instance. Such waiver by one Party of any of the rights established herein shall not be considered as a waiver of another right established herein. A provision or right under this agreement shall not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by all the parties.

20.4 Notifications: All notices, notifications, request, consents or other communications required or permitted to be given to either party pursuant to this Agreement shall be in writing and shall be delivered personally or sent by Registered Post with acknowledgement due, Speed post or by courier to the addresses indicated in this Agreement. Any change of Address should be notified to each other.

20.5 Headings: The headings used in this Agreement are for purposes of convenience only and shall not control the language or meaning of the provision following.

20.6 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
- (3) The Work Order
- (4) The Offer
- (5) The RFP/Tender.

21. ARBITRATION

In case of any dispute, difference, claims and demands arising in relation or connection or pursuant or touching to the meaning, operation, effect or interpretation of this agreement the authorised official of the ICSI and the Service

Provider will address the disputes/differences for mutual resolution and failing which the matter shall be referred to the sole arbitrator to be appointed by mutual consent of the parties. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof as in force will be applicable to the arbitration proceedings. The venue of the arbitration shall be at New Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The decision / award of the arbitrator shall be final and binding.

22. CONFIDENTIAL INFORMATION

- a. During the term of this Agreement and thereafter, any disclosing party's Confidential Information received by the receiving party, under and by virtue of this Agreement, shall be maintained in the strictest confidence and trust and shall not be disclosed to a third party without the prior written consent of the disclosing party, unless such information is required to be disclosed in pursuance of the order of a competent court, tribunal or other regulatory authority exercising valid jurisdiction, in which case the party required to make the disclosure shall promptly notify the other Party in writing of such disclosure. For purposes of this agreement "Confidential Information" means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and / or (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.
- b. Provided that upon the expiration, cancellation, or termination of this Agreement, each party shall, upon the written request of the other party, return or destroy, to the satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.
- c. Any software / hardware material, product specifications, financial information, documents covered under this agreement shall be deemed to be in private domain and it shall not be made public or shared with any other party without the prior written consent of the ICSI. All such information/material shall be treated as confidential for a minimum period of two years after this agreement comes to an end or as agreed from time to time. Such confidential information shall be deemed to be in private domain and it shall not be made public or shared with any other party without the prior written consent of the ICSI. A non-disclosure agreement (NDA) must be provided by service provider for Confidentiality of the data and information/records of the ICSI.

23. INDEMNITY:

- a. Service Provider shall be solely liable for and shall indemnify ICSI, its officers, servants, employees and agents against all liabilities, losses, claims and expenses of any nature whatsoever arising from any personal injury or illness (including death) of any nature whatsoever and any penalty, loss, damage or destruction to any property whether real or personal where such liability arises out of or in connection with the conduct of the Services whether under common law, under statute or otherwise. The Service Provider further covenants and agrees to indemnify and keep at all times indemnified the ICSI against any loss or damage that the ICSI may sustain directly or indirectly as a result of the failure or negligence of the Service Provider or its employees to faithfully carry out its obligations under this agreement and further to pay for all losses, damages, costs, charges and expenses which the ICSI may reasonably incur or suffer and to indemnify and keep indemnified the ICSI in all respects.
- b. The indemnifying party shall be granted immediate and complete control of any claim of indemnity and the indemnified party shall not prejudice the indemnifying party's defense of the claim.
- c. The indemnified party shall give the indemnifying party all reasonable assistance at the expense of the indemnifying party on such claim of indemnity.

24. JURISDICTION:

All disputes arising out of at any time relating to this agreement shall be deemed to have arisen in New Delhi and only courts having jurisdiction of Courts in Delhi shall determine the same.

25. SEVERABILITY

If any provision of this agreement is held invalid, void, unenforceable or illegal for any reason, this agreement will remain otherwise in full force apart from that provision which shall be deemed deleted.

26. Governing Law

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

27. Other Terms & References:

- The authority to take final decision on any issue, which is not resolved between the Project Managers, shall be the Steering Committee constituted by the ICSI Management.
- All communications to the employees or third-party agencies would be through designated channels as directed to by the Institute.
- Nonacceptance of the terms & conditions as stated in Part A and non-submission of the stipulated Earnest Money Deposit (EMD) shall render the Tender invalid.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the day and month and year first written above.

FOR SERVICE PROVIDER

FOR ICSI

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

NAME:

NAME:

DESIGNATION:

DESIGNATION:

DATE:

DATE:

In presence of

1.

2.

(Annexure – E of Service Level Agreement)

SYSTEM AND SOFTWARE MAINTENANCE REQUIREMNT UNDER SERVICE LEVEL AGREEMENT

The data center (DC) is available at C-36, Institutional Area, Sector – 62, Noida – 201309. The seats of the Two (2) Chief FMS Engineers will be at C-36, Institutional Area, Sector – 62, Noida – 201309. There are four Regional Offices & CCGRTs and chapter offices 73 locations where support is to be provided by the team of FMS Engineers during critical recovery / crash.

The service provider will be required to provide service on following Systems:

Table 1 –Systems and Software to be maintained and supported by service provider

S. No.	Service Delivery Areas	Scope of Services
1.	<ul style="list-style-type: none"> • Server Operating System • Web Servers • (Internal as well as public servers) • Database Servers like SQL Servers/Oracle Data base etc. • Helpdesk Management System • E-Mail Servers (MS O365 Email on cloud) • SharePoint Servers • Network Management System • Network Equipment (including switches, routers, modems, multiplexers, RF equipment, Firewalls and so on) • Linux based Oracle Apps (ERP) Servers • Local Area Network 	<ul style="list-style-type: none"> Installation Administration Troubleshooting Technical Support End User Support Backup & Restoration Change Management Monitoring and Centralized Management Documentation Bidder Escalation and Follow up Any other upgradation
2.	<ul style="list-style-type: none"> • Uninterrupted Power Supply System • Wide Area Network and voice over IP • Server Room Air conditioning Systems 	<ul style="list-style-type: none"> Monitoring Bidder Escalation and Follow up
3.	<ul style="list-style-type: none"> • Data Backup & Restoration • Disaster Recovery 	<ul style="list-style-type: none"> Implement ICSI Data backup policy Data backup software management (Installation, Administration, Troubleshooting, Change Management) Initiate data backups as per ICSI data backup policy Monitor data backup, restore and media integrity check jobs Media Management (includes labelling, rotation and storage of backup media) Create and update complete system restore procedures for all servers Participate in ICSI Disaster Recovery Drills for recovering IT Systems
4.	<ul style="list-style-type: none"> • System and Network Security 	<ul style="list-style-type: none"> Comply with ICSI security policy Implement ICSI security policies and guidelines Proactive advice to Dte. of IT of ICSI on IT security issues

Tentative activities/expectations from FMS Engineer are mentioned below:

- Should be Capable of analysing the issue severity and browse knowledge available in KMS, Helpdesk before forwarding the issue to IT officials
- Should Lodge all issues in Helpdesk and making the users aware of the same.
- Should proactively monitor the Network at respective ICSI offices. If there is any issue, then immediately log in a call with respective Network Bidder and intimate the same to the IT department.
- Should adhere to office timings and if required provide support to ICSI Officials after officer hours
- Should have excellent knowledge on Servers, routers, switches and Network cabling.
- Should have knowledge of third party tools installation, configuration and troubleshooting.
- Should identify exact problem behind the issues reported to him.

Service Delivery Mechanism

All IT services shall be requested by logging a Troubleshooting / support request or Change Request in the helpdesk system. The service provider and his team shall be responsible for delivering services as per the requests logged in the helpdesk system. All the requests on the helpdesk system shall be responded to and resolved as per priority. The following table enlists the type of request that can be logged on the helpdesk system and criteria for prioritisation along with response and resolution times.

Table 1- IT service Request types along with priority

S. No.	Priority	Type of Request
1	P1 – Critical	Troubleshooting / Technical Support Requests
2	P2 – Urgent	
3	P3 – Normal	
4	P4 – Low	
5	C1 – Critical	Change Requests
6	C2 – Urgent	
7	C3 – Normal	
8	NE – Urgent	New Equipment Requests
9	NE – Normal	
10	SR	Special Requests

Table 2- Trouble shooting / Technical Support Requests

Priority	Definition/Examples	Mean Time to Respond	Mean Time to Resolve
P1- Critical	Problem affecting business critical application, problem is time sensitive has direct and immediate impact to the business operations, client and end-user. No interim workaround solution is available. This type of problem requires that FMS Engineers cease work on other activities and focus on providing a resolution. Examples of Urgent problems are, but not limited to: Production Server problems, network problems impacting entire company or significant number of users	30 minutes	2 Hours*
P2- Urgent	Problem affecting business critical application and production systems, problem is time sensitive and/or reoccurring problem, interim work-around solution is available. The demarcation between “Urgent” and “High” is the availability of a work-around. The examples of High problems parallel the Urgent problems.	1 Hours	4 Hours*

Priority	Definition/Examples	Mean Time to Respond	Mean Time to Resolve
P3-Normal	Problem affecting users ability to perform normal operations, inhibits productivity but there is a work around available, problem is not time sensitive Examples of Medium problems include: response time issues, processes not working in 2-tier but working in 3-tier, user misinterpretation of system functionality, etc.	2 Hours	8 Hours*
P4-Low	Problems affecting documentation, process, procedures, test systems not required to be online immediately	4 Hours	2 Working Days

Table 3- Priority definition for change requests

Priority	Definition	Mean Time to Respond	Mean Time to Resolve
C1-Critical	Changes affecting business critical application, change is time sensitive and is needed to resolve in a production server, critical application or end-user's issue with no work-around available.	30 minutes	Within same working day
C2-Urgent	Changes affecting business critical application, change is time sensitive and is needed to resolve in a production server, critical application or end-user's issue. Workaround to be implemented immediately.	2 Hours	Within 2 working days
C3-Normal	Changes affecting users ability to perform normal operations, inhibits productivity but there is a work around available, problem is not time sensitive and does not affect services to clients	4 Hours	Five working days

Service Delivery Team

Service providers shall depute competent resources capable of handling ICSI IT infrastructure at the mentioned offices. The resources deployed onsite should preferably be MCSE, CCNA. The onsite resource shall be supported by experts from various domains in case the onsite resource is not able to resolve the problem. However, any custom and/or in-house developed applications shall be supported by the ICSI software development team or through software services provider to whom such work may have been outsourced by ICSI. The service provider shall submit details of experts supporting the onsite resource in following format:

S. No.	Service Delivery Areas	Details of Offsite Expert from Service Providers Team for Level 1 and Level 2 Support
		Name Phone No. E-Mail Address Company Name

Note: In case of multiple service providers the names of multiple persons may be included in the table.

Service Definition

- 1) **Installation** – Installation services include installation and configuration of software used by ICSI on an existing system or bare bone hardware system.
- 2) **Administration** – Administration services include all tasks required for the upkeep of the system to ensure SQL Servers, Oracle Data Base, flawless functioning, uninterrupted services to the users and provisioning user access, data backups, restores.

- 3) **Troubleshooting** – Troubleshooting services mean resolving all reported problems using either onsite skills or by taking help from experts nominated by service providers to support onsite team.
- 4) **Technical Support** – Technical support services include technical inputs and assistance to ICSI IT team for help in installing, configuration, re-configuration systems and troubleshooting any reported problems
- 5) **End User Support** – End user technical support services include technical and operational assistance to users to help them carry out their designated activities using computer systems provided by ICSI.
- 6) **Restoration** – Restoration services mean the restoring systems which may have crashed or malfunctioned otherwise to their normal functioning. Restoration services include restoration of data.
- 7) **Change Management** – Change management services mean implementing changes to the existing systems as requested by ICSI. Scope of Change management services for service providers excludes software programming / re-coding / fixing source code errors.
- 8) **Monitoring and Centralized Management** – Monitoring and Centralized Management services means that wherever such facilities are available e.g. for network monitoring, other systems, the onsite team will make use of such facility and will also be involved in management and configuration of centralized management systems such as What's up Gold, Cisco Works and so on.
- 9) **Documentation** – At the minimum, Service provider's onsite team shall prepare and keep following documents updated with respect to IT infrastructure at ICSI :
 - a) Hardware Configuration Documents
 - b) Software Configuration Documents
 - c) System Restore Documents
 - d) System Start up and Shutdown procedure document
 - e) Data backup and restore procedures for respective systems
 - f) Maintaining of IT System Audit suggested Records/Reports/Policies.
- 10) **Bidder Escalation and Follow up** – Bidder Escalation and follow up includes logging a service request/trouble ticket from the Bidder, take a tracking no. from the Bidder for each request, keep a log of all requests with Bidder along with date and time stamp and follow up with Bidder till the closure of service request.

Technical and Infrastructure Evaluation Matrix:

	Proficiency Criteria	Maximum Marks	Marks Distribution Criteria	Bidders' response with details and proof wherever necessary
1	No. of years in existence as on the issue date of the tender	10	<ul style="list-style-type: none"> • 10 or More than 10 years = 10 marks • 7 or More than 7 years = 8 marks • 5 or More than 5 years = 6 marks • 2 or More than 2 years = 4 marks 	
2	Number of ongoing FMS Contracts	10	<ul style="list-style-type: none"> • 9 or More than 9 = 10 marks • 7 or More than 7 = 8 marks • 3 or More than 3 = 7 marks 	
3	Number of FMS Service contracts executed in past 5 years	10	<ul style="list-style-type: none"> • 10 or More than 10 = 10 marks • 7 or More than 7 = 7 marks • 3 or More than 3 = 7 marks 	
4	Number of ITIL/CCNA/CCNP qualified professionals FMS Engineers on payroll of the company.	10	<ul style="list-style-type: none"> • 10 or More than 10 = 10 marks • 8 or More than 8 = 7 marks • 5 or More than 5 = 5 marks • 2 or More than 2 = 3 marks 	
5	Quality of Service (Customer Feedback at least 2 Client of the vendor). Please provide details of relevant customers for the last two years with their contact details and performance certificate issued from the customer if any	10	Will be given by the ICSI Technical Evaluation team.	
6	Turnover of the Company for the immediate previous financial year (Rs)	10	<ul style="list-style-type: none"> • More than 16 crores = 10 marks • More than 14 crores = 8 marks • More than 12 Crores = 6 marks • 10 crores or More than 10 crores = 4 marks 	
7	Paid up Capital of the Company (Rs):	5	<ul style="list-style-type: none"> • More than 2 crores = 5 marks • More than 1 Crore = 4 marks • More than 50 Lacs = 3 marks • More than 25 Lacs = 2 marks • 25 Lacs or less = 1 mark 	
8	Presentation on understanding of scope of work Proactive approach for smooth functioning. Quality assurance of the deliverables	25	Will be given by the ICSI Technical Evaluation team after the Presentation.	
9	Technical Resource FMS Engineers	10	<ul style="list-style-type: none"> • 25 or More than 25 = 10 marks • 15 or More than 15 = 8 marks • 6 or More than 6 = 5 marks • 4 or More than 4 = 3 marks 	

Minimum Qualifying Score: The minimum qualifying score in the technical evaluation is 40 (out of 100). Bidders scoring less than 40 will not be considered for further evaluation.

Date:

Name and Signature of Bidder
with Corporate Seal

**Format- Performance Bank Guarantee from a Nationalized Bank
FOR PERFORMANCE GUARANTEE**

Ref. No. _____ Bank Guarantee No _____
 Dated _____
 To,
 The Secretary
 Institute of Company Secretaries of India
 ICSI House, 22, Institutional Area,
 Lodi Road, New Delhi-110003

1. Against contractvide Advance Acceptance of the Tender/RFP covering “Tender/RFP for” (hereinafter called the said 'contract') entered into between the Institute of Company Secretaries of India, (hereinafter called the Purchaser) and _____ (hereinafter called the Contractor) this is to certify that at the request of the Contractor we _____Bank Ltd., are holding in trust in favour of the Purchaser, the amount of Rs _____/- (Rs.----- only) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Contractor and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We _____Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Contractor i.e. till _____hereinafter called the said date and that if any claim accrues or arises against us _____Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____Bank Ltd, notwithstanding the fact that the same is enforced **within three months after the said date**, provided that notice of any such claim has been given to us _____Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____Bank Ltd, undertake not to revoke this guarantee during its currency without the _____ consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.
5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
6. We _____Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Contractor and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance by the Purchaser to the said Contractor or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

WITNESS NO. 1 & 2

 (Signature)
 Full name and official
 Address (in legible letters)

Authorised Bank Representative

 (Signature)
 Full name, designation and
 address (in legible letters) with Bank stamp
 Attorney as per power of
 Attorney No.....
 Dated.....