



Request for Proposal (RFP)
for
Providing & Implementing of Bulk SMS and WhatsApp Solution/Service

Tender No: ICSI/RFP-SMS&Whatsapp Solution/111

(29th August, 2025 to 19th September, 2025)



**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)



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Important Date & Information		
1	RFP Publish Date	29th August, 2025
2	Cost of RFP	Rs. 1180/- (Rs.1000/- + Rs.180/-for 18% GST) (Rupees One thousand One hundred eighty Only)
3	Earnest Money Deposit	Rs 2,00,000/-
4	Last date and time for Sending Pre-Bid Queries in writing	All queries must be send at email ID, <u>Ravish.Samota@icsi.edu</u> by 2:00 PM till 04th September, 2025
5.	Replies of Pre-Bid queries	If any, will be uploaded on the following website/portal by 09th September, 2025 by 5:00 PM on website of the Institute (www.icsi.edu)
6.	Last Date and Time for Submission of Bids	19th September, 2025 by 2:00 PM
7.	Address for submission of Bids	The Institute of Company Secretaries of India, ICSI House, C – 36, (5 th Floor: Tender Box), Sector – 62, Noida – 201309. Note: The technical bid soft copy (complete in all respect) is also to be submitted by the bidders through downloadable link and such download link is to be shared on the following email id: <u>Praveen.ojha@icsi.edu</u>. The financial bid (soft copy) is not to be submitted by email till further notification.
6	Bid Validity	180 days from the date of submission of bids
7	Date, time & venue of opening of Technical Bids.	19th September, 2025 , at 3:00 PM or any other date and time as notified later on. The Institute of Company Secretaries of India, ICSI House, C – 36, Sector – 62, Noida – 201309 or any other location as notified later on.
10	Date and time of opening of commercial bids.	To be intimated at a later stage, only to technically qualified bidders.
11	Contact details	Shri A K Rath, Joint Secretary, Directorate of Information Technology, ICSI. Tel. No.: 0120-4522018 Email Id: <u>asit.rath@icsi.edu</u> All pre-bid queries have to be sent at <u>Ravish.Samota@icsi.edu</u>
12	Institute Website	<u>www.icsi.edu</u>

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**

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ICSI HOUSE, C-36, SECTOR-62, NOIDA -201309

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29th August, 2025

Sub: Request for Proposal (RFP) for Providing & Implementing of Bulk SMS and WhatsApp Messaging Solution/Service

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, 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 four (4) Regional Offices (ROs) at New Delhi, Kolkata, Mumbai & Chennai, Three (3) Centre for Corporate Governance Research & Training (CCGRT) at Mumbai, Hyderabad and Kolkata. The Institute has currently Seventy-two (72) Chapter offices (COs), spread across India.

The Institute is the only recognized professional body in India to make provision for the regulation and development of the profession of Company Secretaries with the vision to be a global leader in promoting good Corporate Governance and with a mission to develop a high caliber professional facilitating good Corporate Governance. Any person intending to become a "Company Secretary" has to enroll himself for the course offered by the Institute, get the eligibility to appear in the examinations conducted by the Institute, pass the examinations and acquire the prescribed experience and practical training as prescribed by the Institute. The Institute conducts the course of Company Secretaryship on All India basis and awards the certificate bestowing the designation of Company Secretary (CS) to a candidate qualifying for its membership.

*Sealed tenders are invited for **Request for Proposal (RFP) for Providing & Implementing of Bulk SMS and WhatsApp Messaging Solution/Service** 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:*

DEFINITIONS

- i) The "ICSI" means THE INSTITUTE OF COMPANY SECRETARIES OF INDIA, New Delhi.
- ii) The "Contract" means **Providing & Implementing of Bulk SMS and WhatsApp Messaging Solution/Service** which the bidder is required to provide to the ICSI under the Contract through

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this tender.

- iii) "Bidder" or "Tenderer" means the agency/firm that is engaged in the business of providing **Bulk SMS and WhatsApp Messaging Solution/Service** and applies in response to this notice inviting tender.
- iv) "Vendor" means the successful bidder who is engaged by ICSI for **Providing & Implementing of Bulk SMS and WhatsApp Messaging Solution/Service** through this tender process by entering into the contract with the ICSI.
- v) The words "**Bid**", "**RFP**", "**Quotation**", "**Tender**" to be read inter alia and the words have been used inter-changeably. Therefore, the words may be understood and interpreted correctly as may be best applicable.
- vi) The words "**Bidder**", "**Tenderer**" to be read inter alia and the words have been used interchangeably. Therefore, the words may be understood and interpreted correctly as may be best applicable.
- 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.

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29th August, 2025

Sub: Request for Proposal (RFP) for Providing & Implementing of Bulk SMS and WhatsApp Messaging Solution/Service

Tender Document

PART 'A'

I: The terms and conditions governing the tender are as under:

1. 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.
2. The tender document may be downloaded from our website: www.icsi.edu/tender from **29th August, 2025 to 19th September, 2025** (till 02.00 PM). Tender fee of RS 1180/- to be submitted online at <https://apps.icsi.edu/TenderApp> towards the cost of the tender document along with their quotes, failing which the tender shall be out rightly rejected. If any discrepancies found in the downloaded version of the tender, the version of the tender document kept at Purchase cell of the Institute will be treated as authentic and correct.
3. 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/vendor opts to convert the EMD to be part of the performance security, balance amount towards the performance security is to be submitted by the selected bidder / vendor with the ICSI in the form of bank guarantee from nationalized bank immediately within seven (07) 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. The balance of the performance security amount by the successful bidder can also be submitted through demand draft issued from any of the nationalized bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi.

(Note: The bidders having valid registration with NSIC/MSME may avail exemption from submission of EMD but must enclose valid NSIC / MSME certificate/document in envelope No. 1 instead of EMD demand draft).

4. Forfeiture of 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 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.
5. 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 reserves its discretion to decide on authenticity/ validity of the over-writing without prejudice to its any other right. **Every page of the Tender document must be signed, stamped and submitted with the Tender by bidder.**
6. **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) and Annexure E and Annexure F with all requisite documents is to be put in **envelope No. 2** (please mark the envelope as "**No. 2 – Technical Bid**"), (iii) Part 'C' (Annexure D) 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 envelop i.e. Envelope No. 4.
7. 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. 6 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 the prescribed price bid; the bid submitted by such bidder shall be out rightly rejected.
- The sealed tender envelope duly super scribed, "**Request for Proposal (RFP) for Providing & Implementing of Bulk SMS and WhatsApp Messaging Solution/Service**" due on, **19th September, 2025**" should be addressed by name **Secretary**, The ICSI and sent at the Institute's address given below either by registered post/speed post/courier or by dropping in the tender box placed at 5th floor of Institute's Headquarter & should reach on or before **2:00 PM on 19th September, 2025**.

Address:

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 are liable to be rejected summarily without assigning any reason and without any further reference to the bidder.

Note: The technical bid soft copy (complete in all respect) is also to be submitted by the bidders through downloadable link and such download link is to be shared on the following email ids: praveen.ojha@icsi.edu. Financial bid (soft copy) is not to be submitted by email till further notification.

8. The **Technical Bid shall be opened on 19th September, 2025, at 3:00 PM** or any other date and time as notified later on in the Institute of Company Secretaries of India at ICSI House, C-36, Sector-62 Noida 201309 or any other place as notified later on in the presence of those bidder(s), who wish to be present. ICSI may decide to open the bids on electronic mode. Mode, Date & time of opening of bids will be informed through the e-mail id those who requests for the same and also be notified on the on ICSI's website (www.icsi.edu). No separate communication will be sent in this

regard through any other mode of communication. **In the event of due date being a closed holiday or declared Holiday for ICSI-HQ / Central Government offices, the due date and time for opening of the bids can be changed on the sole discretion of ICSI which will be notified only at the ICSI website (tender page).**

9. The technical bids of the Bidders will be evaluated by a committee of officers as nominated by the Competent Authority of the Institute in the line of the Eligibility Criteria and Technical Evaluation Criteria as mentioned in the tender document. Any outside Consultant / Advisor may also be a part of this Committee. Incomplete quotations shall be rejected out rightly.
10. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.
11. 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.
12. 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 who qualify in the technical scrutiny shall be opened and time and date for opening the Financial Bid shall be communicated separately.
13. ICSI may call for any additional documents, from the participating bidders during the technical evaluation process to establish their eligibility. ICSI may also call for further technical clarification on the proposals submitted by the bidders.
14. ICSI reserves the right of accepting 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.
15. Incomplete bids shall be rejected out rightly. No alterations, amendments or modifications shall be made by the Bidder in the Tender documents and if any such alterations are made or any special conditions attached, the bid 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 is liable to be rejected. Decision of ICSI on such corrections, overwriting, authentications shall be final and binding on the concerned bidder. Please note that all the information as desired needs to be provided. Incomplete information may lead to rejection of Bid
16. 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.

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. 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.
19. 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.
20. ICSI reserves the right of accepting the RFP in whole or in part without assigning any reason and such decision shall be final. The part acceptance of the RFP shall not violate the terms and conditions of the RFP / contract and the bidder shall execute the work at the specified rates without any extra charges or compensation within the stipulated period.
21. The acceptance of RFP shall rest with the ICSI. ICSI does not bind itself to accept the lowest bidder and reserves to itself the right to reject any or all the bids received without assigning any reason(s) whatsoever and any notice to Bidder. Non acceptance of any bid shall not make the ICSI liable for compensation or damages of any kind. ICSI further reserves the right to accept a bid other than the lowest or to annul the entire bidding process with or without notice or reasons. Such decisions by ICSI shall be final and bear no liability whatsoever consequent upon such decisions.
22. At any time, prior to the date of submission of bids, ICSI may, for any reason, at its own initiative modify RFP document by amendments. The amendments shall be notified on ICSI's web site, i.e. at <https://www.icsi.edu> and these amendments will be binding on all the Bidders.
23. In order to afford prospective Bidders a reasonable time to take the amendment into account in preparing their bids, ICSI, at its discretion, may extend the deadline for the submission of bids suitably.
24. The ICSI may at any time during the bidding process but before opening the technical bid request, the Bidders to submit revised Technical Bids and/or Supplementary Bids, in case of change in Scope of Work, without thereby incurring any liability to the affected Bidder or Bidders.

25. Eligibility Criteria for bidding:

To be eligible for technical evaluation of the proposed solution, the following are the conditions which are to be necessarily fulfilled by the bidder:

Bid of bidders not fulfilling the Eligibility conditions given below and as in the bid are liable to be summarily rejected.

Sl. No.	Criteria	Documents/Information to be provided in the submitted Bid
1.	The bidder shall be a company having their registered office in India and must be incorporated or registered either under relevant Act or any of the following Acts – the Indian Companies Act, 1956 or The Indian Companies Act, 2013. The bidder has to ensure that the Object Clause of its MOA must have mention of the subject services explicitly.	Attach self-attested copy of valid Certificate of Incorporation and MOA & AOA
2.	Board Resolution certified by the CEO/MD or Company Secretary of the bidder or Power of Attorney issued by the CEO/MD of the bidder in favour of the Authorized Signatory of the bid on behalf of the Bidder.	Attach Original Power of Attorney or certified copy of the board Resolution.
3.	The bidder shall be the single point of contact for ICSI and shall be solely responsible for providing all the mentioned services, support, warranties etc. in this RFP	Attach self-undertaking from Authorized Signatory on the Bidder's Business Letter Head.
4.	The bidder must be in operation in India in similar business for a period of at least 5 years as on last date of bid submission. The bidders who have support office operational in the Delhi-NCR will be preferred.	Attach valid documentary proof against presence of office in Delhi/ NCR: Copy of rent agreement/ telephone bill /electricity bill or similar document.
5.	Average Annual Turnover in immediately preceding three consecutive financial years (i.e. 2021-2022, 2022-2023, 2023-2024) ended as on 31.03.2024 must not be less than Rs. 15 Crores per annum. The turnover refers to the individual Bidder and not the composite turnover of its affiliates, subsidiaries / sister concerns or parent company(ies) etc.	Attach self-attested copy of Audited financial Profit & Loss statements and Balance Sheet.
6.	The bidder must be a profit-making company since the last three financial years (2021-2022, 2022-2023, 2023-24).	Attach self-attested copy of Audited financial Profit & Loss statements and Balance Sheet.
7.	The bidder must have at least Five (5) clients to whom similar service is provided, out of which minimum two (2) should be Central Government/State Government/ Public Sector organizations /Autonomous Bodies/ Statutory Bodies, Business house. Self-attested copy of the contract or work order to be enclosed	Provide copy of Work Order/contract order/job order/ completion certificate along with details (name of contact person, email mobile/telephone of the representative of the client) and Self Certificate which should specify nature of work, contract period, contract value, location where services were provided and current status of the project (i.e. Go-Live or completed).
8.	Escalation matrix up to the level of CEO to be provided. Details on business letter head of the bidder to be enclosed.	Details on business letter head of the bidder to be enclosed.

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9.	The bidder should have on its pay roll minimum 50 relevant technical manpower who have subject expertise for the proper execution of the contract.	Declaration from Authorized Signatory on the Bidder's Business Letter Head along with copy of Biodata of resources to be enclosed.
10.	The bidder must have valid ISO-20000-1:2011 OR equivalent Certificate, for providing Bulk SMS and WhatsApp services for information technology infrastructure.	Self-attested photocopy of the document to be enclosed.
11.	Tender Fee. Online payment receipt or Demand Draft to be enclosed.	
12.	EMD. Online payment receipt or Demand Draft or valid NSIC / MSME certificate/document to be enclosed.	
13.	Copy of PAN. Self-attested photocopy of the PAN to be enclosed.	
14.	Copy of GSTIN Certificate. Self-attested photocopy of the GSTIN certificate to be enclosed.	
15.	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. Declaration from Authorized Signatory on the Bidder's Business Letter Head to be enclosed.	
16.	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 years or in the process of being declared bankrupt / insolvent before any designated authority. Declaration from Authorized Signatory on the Bidder's Business Letter Head to be enclosed.	

All above mentioned documents are required to be submitted along with the RFP. Non-submission of any documents or submission of incomplete, misleading or false information may render the bidder liable for rejection or cancellation of their bid.

Note:

- Bids submitted as consortium / joint venture / partnership / similar arrangement will be disqualified.
- ICSI is looking at single partner arrangement, any arrangement for splitting of work will lead to disqualification / termination as the case may be at any stage.

26. Mandatory Requirements

The following is the list of the mandatory requirements that need to be fulfilled/ provided by the bidder as part of the bid response:

S.NO.	Criteria	Documents to be provided
1.	<p>Solution document: Solution document provided by the bidder as part of response should include the following parameters:</p> <p>a) Design details and parameters based on which bidder proposed services Solution.</p> <p>b) Complete scope of work as per Part A Point II and list of the activities to be executed as part of the project</p> <p>c) Security principles: The procedures, best practices which are followed and adopted.</p>	Solution document as part of technical bid response document.
2.	The bidder shall commit that the key personnel to be employed for the project have been sufficiently involved in similar implementations and that once assigned to the project will not be moved out of it, except for reasons beyond the control of the bidder or with the prior consent of the concerned ICSI official. In such case an equally competent employee shall be provided as a replacement. The resources may work on other assignments but should be available for ICSI requirements as and when required.	<p>CVs of personnel to be assigned.</p> <p>Certificate from the Company Chief Executive or any authorized person by the Chief Executive.</p> <p>Minimum Qualifications:</p> <ol style="list-style-type: none"> 1. At least 8-10 years of experience in Information Technology domain industry on Project implementations / Management / Delivery. 2. B.Tech / M.Tech / MCA 3. Experience on bulk SMS and WhatsApp Messaging solution/services/ Management.
4	The bidder should provide address details of their office and support center for personal / virtual visit by the concerned ICSI officials.	Please attach address details and undertaking to facilitate the virtual tour of the bidder's office and interaction with the technical resources, if required by ICSI.
5	The bidder shall organize the responses in accordance with the format specified	

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	in the tender and under no circumstance shall leave any response item unanswered. If any row or column does not contain the response, the entire response may not be taken up for consideration. Any response not as per the format may not be included for any further consideration.	
6.	The bidder shall furnish relevant documentation supporting the above eligibility / qualification criteria separately and shall be put in the sealed envelopes containing the technical bid. In case of non-submission of any of the document / response mentioned above, the bidder shall be disqualified without any notice and the bids of the bidder may not be processed further.	

27. Bid Evaluation Criteria:

The bidders are required to study the Institute's complete set-up while submitting their bid.

i. Technical and infrastructure bids Evaluation Criteria:

- The Bidder should fulfil the eligibility criteria for bidding as mentioned in this Tender. The Bidder who does not fulfil these criteria may not be evaluated further and rejected without further intimation.
- 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 for the evaluation process:

The presentation may be broadly on the following aspects/lines

- About 30 minutes presentation/interaction regarding their understanding of scope of work
 - Proactive proposals/innovative ideas/solutions for smooth functioning.
 - Quality assurance of the deliverables
- 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 bids.
 - 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 bids.

ii. Financial-Bid Evaluation

The bidders are required to study the complete requirement specified in the Scope of Work mentioned in this RFP while submitting their bid.

The minimum qualifying score in the technical evaluation is 60 (out of 100). Bidders scoring less than 60 will not be considered for further evaluation. ICSI reserves its right to shortlist/restrict number of Bidders for further evaluation based on the score obtained by the bidders as per above technical evaluation matrix.

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 negotiations, if required.

Formula for Final Bid Evaluation is:

$$Bm = .6 (TM) + .4 (Fn) \quad Fn = (Fmin / Fb) * 100$$

Where

Bm is total marks of the VENDOR in consideration

TM is Technical Marks of the VENDOR in consideration

Fn is Normalized financial score of the VENDOR in consideration

Fb is Evaluated Cost of VENDOR under consideration

Fmin is Minimum evaluated cost of any VENDOR

ICSI reserves the right to negotiate with the bidder whose bid has been ranked first on the basis of best score.

Note: Conditional bids will be rejected.

28. The bidders are required to study and understand the Institute's complete set-up including hardware, software, network, applications, website, other infrastructure, configurations etc and the requirements of the Directorate of IT while quoting the charges.
29. The rates to be quoted by the bidder shall expressly be inclusive of all charges including statutory taxes, fees, cesses, duties, levies, charges, surcharges and other components, etc. (net to Institute) except GST. GST component shall have to be mentioned separately as per price bid format. No component of cost / tax shall be paid by the Institute unless the same is included specifically in the quotations.
30. The Bidder will be responsible for the trouble-free integrated working of the hardware, software (system and application both) and networking.
31. Escalation matrix up to the level of CEO must be provided with phone number and email address of all personnel in the matrix.
32. The Institute reserves the right to accept or reject any or all tenders including the lowest tender/s without assigning any reason at its sole discretion and the decision of the Institute will be final and binding on all concerned. ICSI also reserve its right to cancel or withdraw the whole RFP process at any stage without assigning any reason thereof, thus occurring no liability to any of the Bidders.
33. 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.
34. The Tenderer / Bidder hereby covenants and agrees to indemnify and shall at all times keep indemnified the ICSI against any loss or damage that the ICSI may sustain as a result of the failure or neglect of the Bidders to faithfully carry out its obligations under this tender or negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the Tenderer / Bidder or its employees, agents, representatives 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.

35. 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.
36. At any time prior to the last date for receipt of Bids, the ICSI, may, for any reason, whether at its own initiative or in response to a clarification requested by the Bidders, modify the Tender by issuing an addendum/corrigendum. Any such amendment issued along with the original Tender document will constitute Revised Tender. The addendum/corrigendum will be uploaded on the ICSI website. The Bidders are requested to visit the website frequently to check for any amendments.
37. The ICSI may at any time during the Tendering process but before opening the technical bid request the Bidders to submit revised Technical / Financial Bids and/or Supplementary Financial Bids, in case of change in Scope of Work, without thereby incurring any liability to the affected Bidder or Bidders.
38. In case of any dispute, claim or difference or demand arising under or pursuant to or in relation or touching this tender, the authorized official of the Institute and the Bidders shall address the disputes/ differences for mutual resolution, failing which the matter shall be referred to the Sole Arbitrator to be appointed by the mutual consent of the parties. The Arbitration proceedings shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force. The award of the sole arbitrator shall be final and binding on both the parties. 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 on both the parties. All disputes arising out of this tender are subject to the jurisdiction of Courts in New Delhi.
39. The Institute reserves the right to accept or reject any or all the tenders/bids without assigning any reason.
40. **Intellectual Property Rights AND OTHER INCIDENTAL 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.

ICSI has intellectual property rights over its trade names, corporate signs, logos, software, proprietary information and know-how which the Service Provider may come across through this Contract. The Service Provider shall recognize ICSI's intellectual property rights for all purposes. Nothing in this Agreement shall confer on Service Provider any right or title in the intellectual property of ICSI.

For any details / clarifications, Shri A K Rath, Joint Secretary, Directorate of Information Technology, ICSI. Tel. No.: 0120-4522018 Email Id: asit.rath@icsi.edu may be contacted.

II: Scope of Work:

ICSI is looking for SMS and WhatsApp Messaging Service Solution for HQ and its extended arms such as CCGRT, Regional and Chapter Offices (i.e., 80+ locations in India).

Following is the Scope of Work/Features to be provided by Service Provider:

1. ICSI requires a comprehensive SMS and WhatsApp solution capable of sending SMS and WhatsApp Messages. All the services may be scheduled at the marketer's discretion, targeting specific segments or all SMS/WhatsApp on the Data list. SMS/WhatsApp Messages are triggered by customer actions and must be delivered reliably. Please refer:
 - a. **Annexure – I** for accessing complete details of hierarchy of Mass SMS of Campaign Management
 - b. **Annexure – II** for accessing complete details of hierarchy of WhatsApp Campaign Management
2. **Campaign Management Features:** The solution should include features such as campaign creation, campaign viewing, pausing/starting campaigns, campaign scheduling, callback request handling, and notifications.
3. The solution should have the facility to configure corresponding SMS for WhatsApp Messages Templates, such that if any mobile number is not registered at WhatsApp, then corresponding SMS may be sent to that Number.
4. A hierarchy of users should be created, with one (1) Super Administrator User responsible for user administration. After a group is created, it should be possible to add, delete, or modify users within the group."
5. The system should support generating Short URLs and sending short URLs, media files (e.g., images, videos), and documents, and should be capable of receiving and acting upon the responses.
6. **Recipient Selection:** Ability to select recipients/subscribers for SMS / WhatsApp campaigns and provide guidance for campaign creation.
7. **Personalization:** Provide personalized services, including SMS / WhatsApp, birthday greetings, login credentials, etc., using CSV data imports.
8. **Template Library:** Offer sample templates conforming to current market standards for instant campaign creation.
9. **Testing and Previewing:** Allow testing and previewing of campaigns before execution, ensuring content accuracy, scheduling, duplicate removal, and high-volume handling.
10. **Scheduling and Rapid Sending:** Enable scheduling of SMS / WhatsApp, rapid sending, queue management, test before sending, and send reminders.
11. **Dynamic Delivery:** Support dynamic SMS / WhatsApp personalization, addressing recipients by name (e.g., 'Dear Member/CA./Mr./Mrs./Ms. So-and-So').
12. **Broadcasting Options:** Support one-to-many or one-to-one SMS / WhatsApp broadcasting as per requirements.
13. **Supporting Language:** For SMS and WhatsApp, please provide multi-lingual language support.

14. **Subscription Management:** Allow recipients to subscribe/unsubscribe from SMS / WhatsApp, maintaining a suppression list for unsubscribed addresses.
15. **Logging and Distribution:** Maintain detailed logs and distribution records, accessible till the contract lasts.
16. **Administrator Dashboard:** Offer an admin login for ICSI administrators to manage SMS / WhatsApp campaigns securely.
17. **Reporting:** Generate reports on campaign performance, including sent/open rates, bounce rates (hard bounce and soft bounce), opt-in rates, opt-out rates, click-through rates, unsubscribe, spam complaints, etc., with graphical representations. Report/Details should be generated individually campaign wise with free search based on parameters.
 - a. In Particular campaign search particular mobile no. (mobile no. has been sent or delivered if delivered then show open time and how many times mail opens.)
 - b. Show campaign scheduling date and time, creation of template date and time and completion of campaign date and time along with Alert facility.
18. **Database Management:** Manage user databases efficiently, eliminating duplicates and ensuring maximum reach.
19. **Data Import:** Support easy upload of subscriber information from various database formats via CSV, TXT, XLSX, PDF, MP4, JPEG, etc.
20. **Database Validation:** Genuine typo errors (presence of punctuation errors like comma, semi colon, absence of @ symbol, etc.) and duplicates to be detected when a database is uploaded. They should be removed from the database, listed in a separate file and emailed back to the client. This is an automated mechanism.
21. **Database Security:** Encrypt uploaded databases to prevent extraction or unauthorized access. The vendor should adhere to the policy of Data Localization and Data Protection Law as applicable.
22. **Bounce Management:** In SMS and WhatsApp, please provide opt-in, opt-out data and DND, in exportable formats.
23. **Spam Check:** Implement strict anti-spam policies and authentication measures.
24. **Integration with Stakeholder Database:** System must have the capability to integrate ICSI database through API or Sync ICSI databases from the location through bulk upload.
25. **Integration with API:** The Service provider must share the API integration kid to send SMS /WhatsApp through Custom Solutions used in ICSI.
26. **Backup:** Provide a backup system capable of storing data for three years.
27. **Infrastructure Capacity:**
 - a. **Hardware Infrastructure:** Ensure adequate hardware resources to handle ICSI's broadcast volume, with 24/7 availability and non-working hour maintenance.
 - b. **Web Compatibility:** Ensure web-based application compatibility with major browsers like Google Chrome, IE, Mozilla, Safari, any upcoming latest browsers etc.

28. **Support Requirements:**

- a. **Technical Support:** Offer 24X7X365 technical support on email & phone for high-priority tasks during specified hours. The Service Provider needs to facilitate SMS/WhatsApp services without any down time. In case of any failure, same needs to be fixed immediately and alternative service needs to be facilitated.
 - b. Providing complete documentation of all system, features, training material and guidelines for mass SMS/WhatsApp services.
29. The Service provider should provide SMS /WhatsApp Service through secured URL with which is enabled with SSL/TLS.
 30. The service provider must ensure to apply all security patches and updates to the platform of SMS/WhatsApp.
 31. **Document/Image Hosting:** System should offer separate options for hosting documents/images/Videos and integrating them into SMS/WhatsApp content.
 32. System should put in place a mechanism for regular intimation of de-provisioned/erroneous numbers which can then be eliminated from the list of recipients, thereby increasing the percentage of accurate deliveries.
 33. Vendor should have a ticketing mechanism for logging and tracking all the complaints raised by the ICSI.
 34. You should have redundancies in your servers and your gateways and details need to be given with architecture.
 35. The above list is not exhaustive. ICSI can ask to include more facilities other than listed above depending upon user convenience or business needs.
 36. Vendor needs to perform end to end testing before delivering the solution to ICSI for Final approval.
 37. Vendor should provide updates and upgrades as and when required during the contract period and implement the same without any extra cost to ICSI.
 38. There is no commitment from ICSI on minimum amount of Business, payments will be made on actuals.

Details of Hierarchy of Mass SMS of Campaign Management

Sl. No.	Module	Key Features
1	Dashboard	<ul style="list-style-type: none"> • Last Campaign Overview: Date, Time, Size, Execution %, Status • Campaign Status: Daily campaign list with unique IDs • Notification of Next Scheduled Campaign: Date, Time, ID • Quick Campaign: Test SMS with Header ID, Mobile Number, SMS Text
2	Campaign Management	<ul style="list-style-type: none"> • Manage Campaign: Filter by name, department, date range • New Campaign: Type, Termination, Name, Category • Blacklist Numbers, Schedule Date & Time • Add Recipients: Manual, File Upload, Group • Define Sender & Template, Test Message • Buttons: Reset, Save, Execute
3	Group Management	<ul style="list-style-type: none"> • Add Group: Name, File Type, Manual Entry, Upload (xls/txt) • Country Code Selection for International • Manage Group: Create, Edit, Delete
4	Template Management	<ul style="list-style-type: none"> • Add Template: Type, Department, Category, Content Type • Template Name, Sender Name, DLT Template ID • Template Text (160+ characters), Reset/Submit • Manage Template: View/Edit/Delete, Status, Request Date/Time
5	Campaign Report	<ul style="list-style-type: none"> • Filter by Date, Name, Department • Metrics: Name, Success Rate, Date, Size, Requests • DLR Not Received, DND, Invalid, Delivered, Failed • Failure Reasons: Switched Off, Inbox Full, Out of Network, Barred, Others
6	User Management	<ul style="list-style-type: none"> • Add Sub-User: Username, Name, Email, Mobile, Description • Status: Active/Inactive, Access Rights • View Users

Details of Hierarchy of WhatsApp Campaign Management

Scope of Work for (Business Initiated WhatsApp and Configuration via API or New User)

Sl. No.	Component	Description
1	Onboarding & Configuration	Setup on WhatsApp platform including Docker, API integration, template whitelisting, testing, go-live, and number change support.
2	SMS Fallback	Automatically send SMS to users without WhatsApp. Charges apply only for delivered SMS.
3	Opt-In/Opt-Out Management	Block WhatsApp messages to numbers in the opt-out list.
4	Notification Engine	Send rich media notifications (documents, images, videos up to 15MB, location sharing, plain messages).
5	Customized Messaging	Enable personalized messages (e.g., "Dear [Name]") and quick replies (buttons).
6	Contact Management	Manage contacts across dashboards, auto-save WhatsApp users, upload via Excel/CSV, sync with Google Sheets, restrict downloads to Super Admin.
7	Message Broadcast	Bulk WhatsApp messaging with no user limit, media support, audience targeting, and multiple campaigns.
8	Campaign Analytics	Track messages sent, delivered, read, and replied.
9	Non-Deliverable Report	Monthly report of undelivered contact numbers.
10	WhatsApp API Capabilities	Support for profile, contact, message status, rich media, template management, and localization.
11	Third-Party API Integration	Allow external apps to send custom or transactional WhatsApp messages.
12	Reporting & MIS Console	Console for summary and detailed reports. Billing based on delivered messages. Reports customizable as per ICSI's needs.
13	Media Format Support	Support for images, PDFs, videos, GIFs, emojis, stickers within WhatsApp's file size limits.
14	Support Availability	24x7x365 technical support.
15	Official Documentation	Refer to Meta's official WhatsApp documentation: developers.facebook.com/docs/WhatsApp

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III. Terms and Conditions of the contract

1. Duration of Contract

Contract shall be initially for a period of Three (03) years subject to evaluation of the performance on yearly basis. ***The rates quoted shall remain valid till three years from the start date of contract.*** In case on annual review, it is perceived by the Institute that the firm'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 automatically stand valid.

2. Termination of Contract

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 (1) 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.

The Institute without prejudice to any other remedy, also reserves the right to terminate the Agreement / Contract in whole or in part and also to blacklist a Tenderer / Bidder for a suitable period in case he fails to honor his bid / contract without sufficient grounds or found guilty for breach of condition /s of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief, misappropriation or any other type of misconduct by such Tenderer / Bidder or by its staff. In such case of termination, the ICSI will have the right to put in place any other agency for carrying out the remaining work. Any extra expenditure shall be recovered from the bidder.

3. Extension of Contract

The said Agreement may be extended / renewed at the sole discretion of ICSI for a further period of maximum of Two (2) years on yearly basis on mutually agreed terms and conditions between the ICSI and the Service Provider in writing. Service Provider shall not have right to claim renewal.

4. Liquidated Damages / Penalty Terms:

- **Penalty for Deficiency of Service or Misconduct or Breach of Condition of Contract: :**

The competent authority of the ICSI may impose penalty as he finds appropriate on case-to-case basis, for the instances where the Service Provider / Courier Agency or its employees found guilty of fraud, mischief, misappropriation or any other type of misconduct or breach of condition(s) or deficiency of service on the part of Service Provider / Courier Agency or its employees :

- 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;
- 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;
- Even after two (02) weeks of delay, if the Service Provider fails to comply, the 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.
- The Competent Authority of the ICSI may impose for the aforesaid misconduct or breach of condition or deficiency of service, a penalty of up to twice to the maximum damages and loss incurred to ICSI, apart from the right to terminate the contract, blacklisting, and forfeiture of security deposit / EMD and claim damages.

- **During Service Delivery:**

The response time for attending to the issues of the users during the agreement period will be maximum two hours for all the locations, after complaint is lodged. The complaint shall be resolved within 8 hours of its lodging otherwise a penalty of Rs.1500/- per day shall be deducted from the invoice. In case standby solution is provided, the original system shall be provided back for working within seven days of lodging the complaint otherwise a penalty of Rs. 1500/- per day will be levied.

The Service Provider shall bear full responsibility and accountability for delays, which can be directly attributable to the sole actions and scope of work of the Service Provider, in the project timelines.

The timelines as provided by the ICSI is to be strictly followed for each and every activity. In case, the **Service Provider** fails to adhere to the timeline submitted in the technical bid / or as approved by ICSI, a penalty of Rs. 1,500 /- per day will be levied. Total grace allowed in the project is thirty (30) days. In case, it is justified by the firm and approved by the Institute that the delay is on account of any inaction on the part of the Institute and written communication has been provided to the Institute on this account, the penalty will not be enforced.

Total Penalty in any case can't exceed 10% of the Contract Value. In case of delay beyond 365 days in design, development and implementation, the ICSI reserves the right to terminate the agreement and recover the cost paid plus damages (capped at a upper limit of 10% of the Contract Value) from the Bank guarantee / security / EMD / other measures.

5. The whole work included in the Tender shall be executed by the vendor and the vendor 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.
6. Site for services is:

The Institute of Company Secretaries of India
C-36, Sector-62, Noida-201309.

7. Security Deposit/performance guarantee

The successful bidder has to submit the security deposit /performance guarantee from nationalized bank of equivalent amount of **5% of the Total value** on awarding the contract within 10 days of issue of order but before execution of the service level Agreement (SLA) placed as **Annexure-F**, 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 fulfilment of terms and conditions of the contract and conditions contained in the agreement. 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.

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.

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.

8. The vendor will not have any direct interaction on behalf of the Institute with any third-party agency engaged by ICSI.
9. All communications to the employees or third-party agencies engaged by ICSI would be through designated channels as directed by the Institute.
10. The bidder must sign a Service Level Agreement for AMC Services for a period of three years effective from the date of the acceptance of the implementation, Commissioning, testing etc. 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.

11. Payment Terms:

- a) Payments shall be subject to deductions of any amount for which the vendor 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.
- b) The vendor's request for payment shall be made to the ICSI in writing, accompanied by appropriate tax invoices including all supporting documents describing, as appropriate, the goods and related services performed, delivered and accepted by ICSI.
- c) ICSI generally makes payments within 30 days after verifying the bill/invoice submitted by the vendor.
- d) If any excess payment has been made by the ICSI due to difference in contracted price and vendor's invoice, the ICSI may without prejudice to its rights recover such amounts by other means after notifying the bidder or deduct such excess payment from any payment subsequently falling due to the ICSI.

12. Claim For Interest

No claim for interest will be entertained by the ICSI with respect to any moneys or balances which

may be in its hands owing to a dispute between the Service Provider and the ICSI or in respect of any delay on the part of the ICSI in making interim or final payments or otherwise.

13. 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.

14. COMPENSATION:

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 Service Provider or its staff, the bidder(s)/vendor shall be liable to compensate the loss cause to ICSI and to pay damages. 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.

15. 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. The Service Provider shall ensure that it holds all necessary copyrights, license rights and other proprietary rights required in respect of any device or method used by it while providing the Services.

16. INDEPENDENT CONTRACTOR OR SUBCONTRACTOR

The relationship of **Service Provider** to ICSI under this Contract shall be independent and there shall not be any kind of employer – employee relation between the ICSI and Service Provider and its employees. 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 Contract. The acts performed and action taken by either party that do not fall under the Contract shall have binding effect on the other to the extent they are reduced to writing and the prior consent of the other party is obtained.

17. INSPECTION AND TESTING

The inspection of installation of services shall be carried out to check whether the services are in conformity with the mentioned in the RFP. The **Service Provider** will test all operations and accomplish all adjustments (tuning) necessary for successful and continuous operation of the systems to the satisfaction of the ICSI.

_____ To be incorporated as per requirement. The acceptance test will be conducted by ICSI or any other person nominated by ICSI, at its option. There shall not be any additional charges for conducting acceptance tests. All software should be complete. The **Service Provider** shall maintain necessary log in respects of results of the tests to establish to the entire satisfaction of ICSI, the successful completion of the test specified.

18. 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.

19. **Infrastructure:** Sitting arrangements with network connectivity at ICSI office will be provided by the Institute on requirement basis as assessed by ICSI and all other things including (desktop/laptop) will be managed by the vendor at its own cost.
20. In case any work for which there is no specification in the tender but required to be carried out for successful implementation, commissioning and delivery of the contracted work to its entirety, as per scope of work mentioned in the tender/ work order, such work shall be carried out by the vendor in accordance with the directions of the ICSI without any extra cost to the Institute.
21. 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 bidder(s)/ vendor or its staff, the bidder(s)/vendor shall be liable to compensate the loss caused to ICSI and to pay damages. 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.
22. Whenever under this tender / contract /order any sum of money is recoverable from and payable by the bidder(s) / vendor, 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 bidder(s)/ vendor. In the event of the security deposit / bank guarantee / earnest money deposit being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the bidder(s)/ vendor, or which at any time thereafter may become due to the bidder(s)/ vendor, under this or any other tender / contract with the Institute. If this sum is not sufficient to cover the full amount recoverable, the bidder(s)/ vendor, shall pay the Institute on demand the remaining balance.
23. **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 vendor. In the event of the security being insufficient or if no security has been taken from the vendor, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the vendor or which at any time thereafter may become due to the vendor under this or any other contract with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the vendor 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:** Any dispute, difference, controversy or claim ("Dispute") arising between the Parties

out of or in relation to or in connection with Agreement, or the breach, termination, effect, validity, interpretation or application of this Agreement or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorized official of the parties. If, for any reason, such Dispute cannot be resolved amicably by the Parties, the matter shall be referred for the arbitration to the sole Arbitrator to be appointed by the mutual consent of the parties. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force will be applicable to the arbitration proceedings. The venue of the arbitration shall be at New Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The language of the arbitration and the award shall be English. The decision / award of the arbitrator shall be final and binding.

(e) **Jurisdiction:** In respect of any dispute arising between ICSI and the vendor in any matter covered / touched under 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 the jurisdiction.

(f) **Right to Blacklist:** ICSI reserves the right to blacklist a party / bidder for a suitable period in case such party / bidder

- fails to honour its bid without sufficient grounds or found guilty for breach of condition /s of the contract or guilty of fraud, mischief, misappropriation or any other type of misconduct on the part of party / bidder.
- 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:**

During the term of the Contract and thereafter, any disclosing party's Confidential Information received by the receiving party, under and by virtue of the Contract, 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/ ICSI, 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 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 / or (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

Any software / hardware material, product specifications, financial information, documents covered under Contract shall be confidential information and 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.

Provided that upon the expiration, cancellation, or termination of Contract, 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.

(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) **Defect Liability Period:**

The defect liability period is one year from the date of supply of items. During this defect liability period if any defects found /pointed out in material installed /workmanship, the work is to be rectified/the material to be replaced free of cost by the Successful bidder and its Channel Partner. In case of delay in attending the defects pointed out within 7 days from the date of intimation, the work will be carried out by the Institute/ ICSI at the risk and cost of the Contractor and its channel partner. The total financial implication for rectification of the defective work will be recovered from the security deposit.

(k) **Force Majeure**

The Parties shall not be liable for any failure to perform, any of its obligations under the Contract if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

"Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

(l) **Indemnity:**

The 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, legal cost 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 rendering of the Services under the Contract whether under common law, under statute or otherwise. The Service Provider shall 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 Contract 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.

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.

The indemnified party shall give the indemnifying party all reasonable assistance at the expense of the indemnifying party on such claim of indemnity.

(m) **Complete Contract:**

This RFP, and Contract and all of its Attachments [and Annexures] shall be the integral part of this Contract and shall have precedence on other documents between the Parties and replace any written or oral Agreement or understanding repugnant to the subject matter. Changes, amendments or interpretations of this Contract shall be valid only if they are in writing and signed by both parties, except that each Party may make a change of domicile or change of the name of the person to whom notifications shall be sent. This notification shall be made through a written document to the other Party to this Agreement.

(n) Non-Exclusive Agreement:

The Agreement between the ICSI and the 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 Agreement.

(o) 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.

(p) Severability:

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

(q) Assignment & Sub-Letting:

Service Provider shall not assign or sub-let any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the ICSI.

(r) Alteration and Modification:

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

(s) Non-Waiver:

Failure to exercise by either party of any right under this Contract in one or more instances shall not constitute a waiver of those rights in another instance. Such waiver by one Party of any of the rights established herein shall not be considered as a waiver of another right established herein.

(t) Notices & Notifications:

All notifications or notices related to this Contract shall be made in writing and shall be effective when they are delivered personally or sent by registered mail to the addresses indicated in this Agreement. Any change of Address should be notified.

(u) 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.

(v) 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:

- a) This Contract
- b) The Attachments (if any)
- c) The RFP

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 A K Rath, Joint Secretary, Directorate of Information Technology, ICSI.
Tel. No.:0120-4522018 Email Id: asit.rath@icsi.edu may be contacted.

Date: 29th August, 2025

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29/8/25

(Santosh Kumar Sharma)
Director (Purchase & Stores)
Email: S.Sharma@icsi.edu
Phone: 0120-4082109

Tender No.: ICSI/RFP-SMS&Whatsapp Solution/111

29th August, 2025

Sub: Request for Proposal (RFP) for Providing & Implementing of Bulk SMS and WhatsApp Messaging

Solution/Service

PART 'B'

Form I (TECHNICAL BID)

Annexure- A

S.No.	Particulars.	Response	Supporting Document Reference with Page No
1	Name and complete address of the Company submitting the tender (Profile Document to be attached)		
2	Address of offices at Mumbai, Chennai, Delhi/NCR, Kolkata of the Company		
3	Tele/Fax/E-mail/Mobile No. Of the company submitting the tender, website address		
4	Contact person's name CEO/Director's telephone No, official no, mobile no and e-mail.		
5	Status of the Bidder (Limited Co./ Pvt. Ltd.) (Enclose self-attested copy of document)		
6	Details of registered office, along with contact person's name and tele. No.		
7	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)		
8	Name of the Banker, Branch Name, A/c No. and IFS Code (for e-payment purpose)		
9	Lab. License /EPF/ESIC Reg. No. (if applicable) (Enclose self-attested photocopy)		
10	Income-tax registration PAN and GST number along with documentary evidence.		
12	CIN (Enclose self-attested photocopy)		
13	Paid up capital of the firm for 2021-22, 2022-23 & 2023-24 Financial Years. Please attach supporting documents		
14	Turnover of the company as a whole for last 3 Financial Years (2021-22, 2022-23 & 2023-24) from only related business. (Please attach supporting documents)		

Signature _____

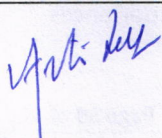
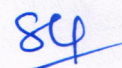
(Authorized signatory of the agency)

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.

Tender No.: ICSI/RFP-SMS&Whatsapp Solution/111

29th August, 2025

Sub: Request for Proposal (RFP) for Providing & Implementing of Bulk SMS and WhatsApp Messaging Solution/Service

Form II(a): TECHNICAL DETAILS

(Annexure B1)

Bidder should submit the following compliance sheet along with methodology of proposed FMS in alliance with the INSTITUTE's infrastructure and applications as part of the technical proposal.

Form II(a): TECHNICAL DETAILS

For SMS:

Sl. No.	Requirement	Remarks
1	Primary Communication Channel: Bidder must provide SMPP and/or HTTPS API (with or without XML support) with multi-account capability.	Mandatory
2	SMSC Integration: Bidder should support integration with the client's SMS Gateway (e.g., ICSI).	Mandatory
3	Solution Documentation: A detailed technical proposal including architecture, security, and scalability.	Mandatory
4	TPS Capacity: Minimum 1000 TPS with scalability options.	Must be dynamically adjustable
5	Sender ID Support: Dynamic sender IDs (numeric and alphanumeric) must be supported.	As per DLT norms
6	Delivery Reports: Real-time DLRs with downloadable formats (CSV, Excel).	Should include status codes
7	DLT Compliance: Bidder must be registered with TRAI-approved DLT platforms and support header/template registration.	Mandatory
8	Message Categorization: Support for header suffixes (e.g., -S for Service, -P for Promotional, -T for Transactional) as per 2025 DLT updates.	Effective from May 2025
9	Opt-Out Mechanism: For promotional messages, opt-out instructions must be included.	TRAI requirement
10	Security & Data Privacy: End-to-end encryption and data handling policies must be outlined.	GDPR/IT Act compliant

For WhatsApp:

Sl. No.	Requirement	Description
1	Platform Access	Vendor must provide access to the WhatsApp Business API (Cloud API or On-Premise API).
2	Message Template Support	Ability to create, register, and manage WhatsApp message templates (Marketing, Utility, Authentication) as per Meta's guidelines (https://developers.facebook.com/docs/whatsapp/)
3	24-Hour Session Handling	Support for session-based messaging and re-engagement using approved templates outside the 24-hour window
4	Interactive Messaging	Support for buttons, quick replies, carousels, and WhatsApp Flows for guided user experiences

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5	Multi-Channel Failover	Optional SMS failover in case WhatsApp delivery fails.
6	Throughput Capacity	Minimum 1000 messages per second (MPS) with scalability options.
7	Real-Time Reporting	Delivery reports (DLRs) must be available in real-time and downloadable in formats like CSV, Excel.
8	User Opt-Out Management	Mechanism to manage user opt-outs and preferences in compliance with data privacy norms.
9	Security & Compliance	End-to-end encryption, GDPR/IT Act compliance, and secure data handling.
10	Integration Capability	API integration with CRMs, ERPs, or custom platforms. Webhooks for real-time updates.
11	Monitoring & Analytics	Dashboard for campaign performance, message status, and user engagement metrics.
12	Support & SLA	24x7 technical support with defined Service Level Agreements (SLAs).

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 agency)

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.

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Tender No.: ICSI/RFP-SMS&Whatsapp Solution/111

29th August, 2025

Sub: Request for Proposal (RFP) for Providing & Implementing of Bulk SMS and WhatsApp Messaging Solution/Service

Form II(b): Eligibility Criteria Details

(Annexure B2)

Sl. No.	Criteria	Documents/Information to be provided in the submitted Bid
1.	The bidder shall be a company having their registered office in India and must be incorporated or registered either under relevant Act or any of the following Acts – the Indian Companies Act, 1956 or The Indian Companies Act, 2013. The bidder has to ensure that the Object Clause of its MOA must have mention of the subject services explicitly.	Attach self-attested copy of valid Certificate of Incorporation and MOA & AOA
2.	Board Resolution certified by the CEO/MD or Company Secretary of the bidder or Power of Attorney issued by the CEO/MD of the bidder in favour of the Authorized Signatory of the bid on behalf of the Bidder.	Attach Original Power of Attorney or certified copy of the board Resolution.
3.	The bidder shall be the single point of contact for ICSI and shall be solely responsible for providing all the mentioned services, support, warranties etc. in this RFP	Attach self-undertaking from Authorized Signatory on the Bidder's Business Letter Head.
4.	The bidder must be in operation in India in similar business for a period of at least 5 years as on last date of bid submission. The bidders who have support office operational in the Delhi-NCR will be preferred.	Attach valid documentary proof against presence of office in Delhi/ NCR: Copy of rent agreement/ telephone bill /electricity bill or similar document.
5.	Average Annual Turnover in immediately preceding three consecutive financial years (i.e. 2021-2022, 2022-2023, 2023-2024) ended as on 31.03.2024 must not be less than Rs. 15 Crores per annum. The turnover refers to the individual Bidder and not the composite turnover of its affiliates, subsidiaries / sister concerns or parent company(ies) etc.	Attach self-attested copy of Audited financial Profit & Loss statements and Balance Sheet.
6.	The bidder must be a profit-making company since the last three financial years (2021-2022, 2022-2023, 2023-24).	Attach self-attested copy of Audited financial Profit & Loss statements and Balance Sheet.
7.	The bidder must have at least Five (5) clients to whom similar service is provided, out of which minimum two (2) should be Central Government/State Government/ Public Sector organizations /Autonomous Bodies/ Statutory Bodies, Business house. Self-attested copy of the contract or work order to be enclosed	Provide copy of Work Order/contract order/job order/ completion certificate along with details (name of contact person, email mobile/telephone of the representative of the client) and Self Certificate which

		should specify nature of work, contract period, contract value, location where services were provided and current status of the project (i.e. Go-Live or completed).
8.	Escalation matrix up to the level of CEO to be provided. Details on business letter head of the bidder to be enclosed.	Details on business letter head of the bidder to be enclosed.
9.	The bidder should have on its pay roll minimum 50 relevant technical manpower who have subject expertise for the proper execution of the contract.	Declaration from Authorized Signatory on the Bidder's Business Letter Head along with copy of Biodata of resources to be enclosed.
10.	The bidder must have valid ISO-20000-1:2011 OR equivalent Certificate, for providing Bulk SMS and WhatsApp services for information technology infrastructure.	Self-attested photocopy of the document to be enclosed.
11.	Tender Fee. Online payment receipt or Demand Draft to be enclosed.	
12.	EMD. Online payment receipt or Demand Draft or valid NSIC / MSME certificate/document to be enclosed.	
13.	Copy of PAN. Self-attested photocopy of the PAN to be enclosed.	
14.	Copy of GSTIN Certificate. Self-attested photocopy of the GSTIN certificate to be enclosed.	
15.	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. Declaration from Authorized Signatory on the Bidder's Business Letter Head to be enclosed.	
16.	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 years or in the	

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Handwritten signature

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process of being declared bankrupt / insolvent before any designated authority. Declaration from Authorized Signatory on the Bidder's Business Letter Head to be enclosed.	
--	--

All above mentioned documents are required to be submitted along with the RFP. Non-submission of any documents or submission of incomplete, misleading or false information may render the bidder liable for rejection or cancellation of their bid.

The bidder must comply the above-mentioned eligibility conditions and if any bidder does not fulfil the same, they will be technically rejected.

Date:

Signature _____

(Authorized signatory of the agency)

Name of the bidder _____

(Declaration from Authorized Signatory on the Bidder's Business Letter Head).

Form III

(Annexure C)

Tender No.: ICSI/RFP-SMS&Whatsapp Solution/111

29th August, 2025

Sub: Request for Proposal (RFP) for Providing & Implementing of Bulk SMS and WhatsApp Messaging Solution/Service

To
The Secretary
Institute of Company Secretaries of India (ICSI)
ICSI House,
C – 36, Sector 62, Noida-201309

Sub: Request for Proposal (RFP) for Providing & Implementing of Bulk SMS and WhatsApp Messaging Solution/Service

Sir,

This is with reference to the **Tender No. ICSI/RFP-SMS&Whatsapp Solution/111 Request for Proposal (RFP) for Providing & Implementing of Bulk SMS and WhatsApp Messaging Solution/Service** for due on **29th August, 2025**. We are interested to participate in the **Request for Proposal (RFP) for Providing & Implementing of Bulk SMS and WhatsApp Messaging Solution/Service**. We declare that:

- i) We have read and understood the terms and conditions given in the quotation / tender Document;
- ii) We are eligible for award of the contract as per the qualification criteria mentioned in the quotation / tender Document;
- iii) We accept and agree to all the terms and conditions of the quotation / tender;
- iv) We shall comply with all the terms and conditions of the quotation / tender;
- 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 quotation / tender 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.

Date:

Signature _____
(Authorized signatory of the agency)
Name of the bidder _____

ICSI HOUSE, C-36, SECTOR-62, NOIDA -201309

Tender No.: ICSI/RFP-SMS&Whatsapp Solution/111

29th August, 2025

Sub: Request for Proposal (RFP) for Providing & Implementing of Bulk SMS and WhatsApp Messaging Solution/Service

PART 'C' FINANCIAL BID

(Annexure D)

The bidder has to quote rate inclusive of all i.e., cost of tools and tackles, consumables, enabling services or any other arrangement required to be available for providing effective service as per terms of the contract, statutory benefits to its manpower and statutory taxes and duties except GST which is to be shown separately as per the financial bid format.

(Figure in Rs.)

Sr. No.	Item (A)	Tentative Quantity (Per year) (B)	Rate Per Delivered Message inclusive all except GST (in INR) (C)	GST % (D)	Rate Per Delivered Message (including GST) (E=C + D)
1	Rate per SMS (Includes text/push/pull/Unicode messages) for Transactional and service (I and E) SMS)	500 lakhs			
2	Rate per SMS (Promotional Messages)	500 lakhs			
3	Category Wise WhatsApp conversations prices in India				
	3.a Utility Category	500 lakhs			
	3.b Marketing Category	500 lakhs			
	3.c Authentication Category	500 lakhs			
	3.d Service Category	500 lakhs			

- **Tentative quantities** are for commercial bids evaluation purpose only and may vary.
- Commercial bids evaluation will be done based on the above-mentioned tentative quantity for the complete contract period.
- Bidders must ensure **DLT compliance**, **TRAI regulations**, and **message delivery SLAs** (e.g., OTP within 15 seconds).
- WhatsApp pricing should reflect **Meta's BSP/TSP guidelines** and include **conversation-based billing**.

Date:

Name and Signature of Bidder with Corporate Seal

(Annexure E)

Technical Bids Evaluation criteria

S. no	Criteria	Level	Score	Bidder's self-marking except 6 & 7	Max Score
1	No. of years the bidder is in operation	>=3 years < 5 years	3	-	10
		>=5 years < 10 years	5		
		>10 years	10		
2	Average Annual Turnover over last 3 Financial Years (2021-22, 2022-23 & 2023-24)	< INR 15 Cr	1	-	10
		>=INR 15 Cr and < INR 30 Cr.	5		
		>=INR 30 Cr	10		
3	Number of similar projects executed in last three years (including at least 1 in educational sector)	<3 Projects	2	-	10
		>=3 and < 5	5		
		>5 projects	10		
4	No. of competent employees (Functional / Technical) on the Bidder's payroll	< 25	1	-	10
		>=25 and <= 30	3		
		>30 and <=100	5		
		>100	10		
5	Presentation before the Evaluation Committee <i>(Bidders are required to prepare a short PPT covering only the relevant details as asked for. Besides they are also required to demonstrate a real case of some of their client or dummy scenarios covering the stated requirements)</i> <ol style="list-style-type: none"> 1. Understanding of ICSI requirements 2. Adequacy of Proposed Solution: (Show case one case) 3. User Interface 4. Admin Interface 5. Security measures 6. Methodology 7. Resource Deployment Plan (if required) 8. Reports 		55	-	55
6	Premise Visit/Client references		5		5
	Total Marks				100

TENTATIVE FORMAT OF SERVICES LEVEL AGREEMENT

(This will be finalized after award of the contract based on the tender terms and conditions and work order)

This Agreement dated ----- is made by and between a company incorporated under the Companies Act 2013, with its registered office located at ----- and with its corporate office located at ----- through Shri -----, duly authorized by the Board resolution dated ----- (Hereinafter appropriately referred to as "**Service Provider**" which term shall include its successors and permitted assigns), of the **One Part**

And

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 – 110 003 through ----- (hereinafter referred to as "**ICSI**" which term shall include in its successors and permitted assigns of the **OTHER PART**

WHEREAS:

Service Provider is willing to provide **ICSI** with the **Bulk SMS and WhatsApp Messaging Solution/Service** in accordance with the terms and conditions of this Agreement;

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

1. SCOPE OF WORK:
As per Annexure G

2. TERM

The term of this Agreement shall be Three (3) years subject to evaluation of the performance on yearly basis. In case on annual review, it is perceived by the Institute that the firm'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 automatically stand valid. This Agreement may be renewed for maximum Two (2) years on yearly basis as per mutual understanding between the Service Provider and ICSI.

3. 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, 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.

4. **CONSIDERATION**

In consideration of services being rendered by the Service Provider under this Agreement, ICSI shall pay an amount of Rs. ----- (inclusive all taxes , GST, fees, cess, charges, surcharges etc.) 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.

5. **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.

6. **FORCE MAJEURE**

The Parties shall not be liable for any failure to perform, any of its obligations under the Contract if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

"Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

7. **INDEPENDENT CONTRACTOR OR SUBCONTRACTOR**

The relationship of **Service Provider** to **ICSI** under this Contract shall be independent and there shall not be any kind of employer – employee relation between the ICSI and Service Provider and its employees 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 Contract. The acts performed and action taken by either party that do not fall under the Contract shall have binding effect on the other to the extent they are reduced to writing and the prior consent of the other party is obtained.

8. **ADDITIONAL CONDITIONS**

- (a) **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.

- (b) **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.
- (c) **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 vendor. In the event of the security being insufficient or if no security has been taken from the vendor, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the vendor or which at any time thereafter may become due to the vendor under this or any other contract with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the vendor shall pay the ICSI on demand the remaining balance due along with penalty.
- (d) **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.
- (e) **Arbitration:** Any dispute, difference, controversy or claim ("Dispute") arising between the Parties out of or in relation to or in connection with Agreement, or the breach, termination, effect, validity, interpretation or application of this Agreement or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorized official of the parties. If, for any reason, such Dispute cannot be resolved amicably by the Parties, the matter shall be referred for the arbitration to the sole Arbitrator to be appointed by the mutual consent of the parties. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force will be applicable to the arbitration proceedings. The venue of the arbitration shall be at New Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The language of the arbitration and the award shall be English. The decision / award of the arbitrator shall be final and binding.
- (f) **Jurisdiction:** In respect of any dispute arising between ICSI and the vendor in any matter covered / touched under 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 the jurisdiction.
- (g) **Right to Blacklist:** ICSI reserves the right to blacklist a party / bidder for a suitable period in case such party / bidder
- fails to honour its bid without sufficient grounds or found guilty for breach of condition /s of the contract or guilty of fraud, mischief, misappropriation or any other type of misconduct on the part of party / bidder.
 - 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.

(h) Confidentiality:

During the term of the Contract and thereafter, any disclosing party's Confidential Information received by the receiving party, under and by virtue of the Contract, 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/ ICSI, 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 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 / or (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

Any software / hardware material, product specifications, financial information, documents covered under Contract shall be confidential information and 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.

Provided that upon the expiration, cancellation, or termination of Contract, 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.

- (i) **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.
- (j) **Statutory Compliance:** The successful bidder will be required to comply with all statutory obligations from time to time applicable to this contract.

(k) Liquidated Damages / Penalty Terms

- **Penalty for Deficiency of Service or Misconduct or Breach of Condition of Contract: :**

The competent authority of the ICSI may impose penalty as he finds appropriate on case-to-case basis, for the instances where the Service Provider / Courier Agency or its employees found guilty of fraud, mischief, misappropriation or any other type of misconduct or breach of condition(s) or deficiency of service on the part of Service Provider / Courier Agency or its employees :

- ½ per cent of total value of monthly invoice, for each instance of violation of compliance delay of up to 7 days after the due date;
- 1 per cent of total value of monthly invoice, for each instance of violation of compliance delay beyond 7 days but up to 14 days after the due date;
- Even after two (02) weeks of delay, if the Service Provider fails to comply, the 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.
- The Competent Authority of the ICSI may impose for the aforesaid misconduct or breach of condition or deficiency of service, a penalty of up to twice to the maximum damages and loss

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incurred to ICSI, apart from the right to terminate the contract, blacklisting, and forfeiture of security deposit / EMD and claim damages.

- **During Service Delivery:**

The response time for attending to the issues of the users during the agreement period will be maximum two hours for all the locations, after complaint is lodged. The complaint shall be resolved within 8 hours of its lodging otherwise a penalty of Rs.1500/- per day shall be deducted from the invoice. In case standby solution is provided, the original system shall be provided back for working within seven days of lodging the complaint otherwise a penalty of Rs. 1500/- per day will be levied.

The Service Provider shall bear full responsibility and accountability for delays, which can be directly attributable to the sole actions and scope of work of the Service Provider, in the project timelines.

The timelines as provided by the ICSI is to be strictly followed for each and every activity. In case, the **Service Provider** fails to adhere to the timeline submitted in the technical bid / or as approved by ICSI, a penalty of Rs. 1,500 /- per day will be levied. Total grace allowed in the project is thirty (30) days. In case, it is justified by the firm and approved by the Institute that the delay is on account of any inaction on the part of the Institute and written communication has been provided to the Institute on this account, the penalty will not be enforced. Total Penalty in any case can't exceed 10% of the Contract Value. In case of delay beyond 365 days in design, development and implementation, the ICSI reserves the right to terminate the agreement and recover the cost paid plus damages (capped at a upper limit of 10% of the Contract Value) from the Bank guarantee / security / EMD / other measures.

(l) Force Majeure

The Parties shall not be liable for any failure to perform, any of its obligations under the Contract if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

"Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

(m) Indemnity:

The 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, legal cost 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 rendering of the Services under the Contract whether under common law, under statute or otherwise. The Service Provider shall 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 Contract 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.

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.

The indemnified party shall give the indemnifying party all reasonable assistance at the expense of the indemnifying party on such claim of indemnity.

(n) Complete Contract:

This RFP, and Contract and all of its Attachments [and Annexures] shall be the integral part of this Contract and shall have precedence on other documents between the Parties and replace any written or oral Agreement or understanding repugnant to the subject matter. Changes, amendments or interpretations of this Contract shall be valid only if they are in writing and signed by both parties, except that each Party may make a change of domicile or change of the name of the person to whom notifications shall be sent. This notification shall be made through a written document to the other Party to this Agreement.

(o) Non-Exclusive Agreement:

The Agreement between the ICSI and the 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 Agreement.

(p) 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.

(q) Severability:

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

(r) Assignment & Sub-Letting:

Service Provider shall not assign or sub-let any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the ICSI.

(s) Alteration and Modification:

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

(t) Non-Waiver:

Failure to exercise by either party of any right under this Contract in one or more instances shall not constitute a waiver of those rights in another instance. Such waiver by one Party of any of the rights established herein shall not be considered as a waiver of another right established herein.

(u) Notices & Notifications:

All notifications or notices related to this Contract shall be made in writing and shall be effective when they are delivered personally or sent by registered mail to the addresses indicated in this Agreement. Any change of Address should be notified.

(v) 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.

(w) 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:

- d) This Contract
- e) The Attachments (if any)
- f) The RFP

(x) All the terms and conditions mentioned in RFP and Work Order will by default form a part of this Service Level Agreement (SLA).

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 the 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 may be, 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 amount recoverable, the Service Provider shall pay the Institute on demand the remaining amount.

10. Defect Liability Period

The defect liability period is one year from the date of supply of items. During this defect liability period if any defects found /pointed out in material installed /workmanship, the work is to be rectified/the material to be replaced free of cost by the Successful bidder and its Channel Partner. In case of delay in attending the defects pointed out within 7 days from the date of intimation, the work will be carried out by the Institute/ ICSI at the risk and cost of the Contractor and its channel partner. The total financial implication for rectification of the defective work will be recovered from the security deposit

11. WAIVER

A provision or right under this agreement may not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by all the parties.

12. Intellectual Property Rights. -

Service Provider shall ensure that it holds all necessary patents, license 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. Governing Law

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

15. Other Terms & References:

- The authority to take final decision on any day-to-day service-related issue, which is not resolved between the Project Managers, shall be the Steering Committee. Steering Committee will comprise of the Head of both the parties.
- All communications to the employees or third-party agencies would be through designated channels as directed to by the Institute.

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

In Presence of

1.

1.

2.

2.

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Signature

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Scope of Work:

ICSI is looking for SMS and WhatsApp Messaging Service Solution for HQ and its extended arms such as CCGRT, Regional and Chapter Offices (i.e., 80+ locations in India).

Following is the Scope of Work/Features to be provided by Service Provider:

1. ICSI requires a comprehensive SMS and WhatsApp solution capable of sending SMS and WhatsApp Messages. All the services may be scheduled at the marketer's discretion, targeting specific segments or all SMS/WhatsApp on the Data list. SMS/WhatsApp Messages are triggered by customer actions and must be delivered reliably. Please refer:
 - a. **Annexure – I** for accessing complete details of hierarchy of Mass SMS of Campaign Management
 - b. **Annexure – II** for accessing complete details of hierarchy of WhatsApp Campaign Management
2. **Campaign Management Features:** The solution should include features such as campaign creation, campaign viewing, pausing/starting campaigns, campaign scheduling, callback request handling, and notifications.
3. The solution should have the facility to configure corresponding SMS for WhatsApp Messages Templates, such that if any mobile number is not registered at WhatsApp, then corresponding SMS may be sent to that Number.
4. A hierarchy of users should be created, with one (1) Super Administrator User responsible for user administration. After a group is created, it should be possible to add, delete, or modify users within the group."
5. The system should support generating Short URLs and sending short URLs, media files (e.g., images, videos), and documents, and should be capable of receiving and acting upon the responses.
6. **Recipient Selection:** Ability to select recipients/subscribers for SMS / WhatsApp campaigns and provide guidance for campaign creation.
7. **Personalization:** Provide personalized services, including SMS / WhatsApp, birthday greetings, login credentials, etc., using CSV data imports.
8. **Template Library:** Offer sample templates conforming to current market standards for instant campaign creation.
9. **Testing and Previewing:** Allow testing and previewing of campaigns before execution, ensuring content accuracy, scheduling, duplicate removal, and high-volume handling.
10. **Scheduling and Rapid Sending:** Enable scheduling of SMS / WhatsApp, rapid sending, queue management, test before sending, and send reminders.
11. **Dynamic Delivery:** Support dynamic SMS / WhatsApp personalization, addressing recipients by name (e.g., 'Dear Member/CA./Mr./Mrs./Ms. So-and-So').
12. **Broadcasting Options:** Support one-to-many or one-to-one SMS / WhatsApp broadcasting as per requirements.
13. **Supporting Language:** For SMS and WhatsApp, please provide multi-lingual language support.

14. **Subscription Management:** Allow recipients to subscribe/unsubscribe from SMS / WhatsApp, maintaining a suppression list for unsubscribed addresses.
15. **Logging and Distribution:** Maintain detailed logs and distribution records, accessible till the contract lasts.
16. **Administrator Dashboard:** Offer an admin login for ICSI administrators to manage SMS / WhatsApp campaigns securely.
17. **Reporting:** Generate reports on campaign performance, including sent/open rates, bounce rates (hard bounce and soft bounce), opt-in rates, opt-out rates, click-through rates, unsubscribe, spam complaints, etc., with graphical representations. Report/Details should be generated individually campaign wise with free search based on parameters.
 - c. In Particular campaign search particular mobile no. (mobile no. has been sent or delivered if delivered then show open time and how many times mail opens.)
 - d. Show campaign scheduling date and time, creation of template date and time and completion of campaign date and time along with Alert facility.
18. **Database Management:** Manage user databases efficiently, eliminating duplicates and ensuring maximum reach.
19. **Data Import:** Support easy upload of subscriber information from various database formats via CSV, TXT, XLSX, PDF, MP4, JPEG, etc.
20. **Database Validation:** Genuine typo errors (presence of punctuation errors like comma, semi colon, absence of @ symbol, etc.) and duplicates to be detected when a database is uploaded. They should be removed from the database, listed in a separate file and emailed back to the client. This is an automated mechanism.
21. **Database Security:** Encrypt uploaded databases to prevent extraction or unauthorized access. The vendor should adhere to the policy of Data Localization and Data Protection Law as applicable.
22. **Bounce Management:** In SMS and WhatsApp, please provide opt-in, opt-out data and DND, in exportable formats.
23. **Spam Check:** Implement strict anti-spam policies and authentication measures.
24. **Integration with Stakeholder Database:** System must have the capability to integrate ICSI database through API or Sync ICSI databases from the location through bulk upload.
25. **Integration with API:** The Service provider must share the API integration kid to send SMS /WhatsApp through Custom Solutions used in ICSI.
26. **Backup:** Provide a backup system capable of storing data for three years.
27. **Infrastructure Capacity:**
 - e. **Hardware Infrastructure:** Ensure adequate hardware resources to handle ICSI's broadcast volume, with 24/7 availability and non-working hour maintenance.
 - f. **Web Compatibility:** Ensure web-based application compatibility with major browsers like Google Chrome, IE, Mozilla, Safari, any upcoming latest browsers etc.
28. **Support Requirements:**

- g. **Technical Support:** Offer 24X7X365 technical support on email & phone for high-priority tasks during specified hours. The Service Provider needs to facilitate SMS/WhatsApp services without any down time. In case of any failure, same needs to be fixed immediately and alternative service needs to be facilitated.
- h. Providing complete documentation of all system, features, training material and guidelines for mass SMS/WhatsApp services.
29. The Service provider should provide SMS /WhatsApp Service through secured URL with which is enabled with SSL/TLS.
30. The service provider must ensure to apply all security patches and updates to the platform of SMS/WhatsApp.
31. **Document/Image Hosting:** System should offer separate options for hosting documents/images/Videos and integrating them into SMS/WhatsApp content.
32. System should put in place a mechanism for regular intimation of de-provisioned/erroneous numbers which can then be eliminated from the list of recipients, thereby increasing the percentage of accurate deliveries.
33. Vendor should have a ticketing mechanism for logging and tracking all the complaints raised by the ICSI.
34. You should have redundancies in your servers and your gateways and details need to be given with architecture.
35. The above list is not exhaustive. ICSI can ask to include more facilities other than listed above depending upon user convenience or business needs.
36. Vendor needs to perform end to end testing before delivering the solution to ICSI for Final approval.
37. Vendor should provide updates and upgrades as and when required during the contract period and implement the same without any extra cost to ICSI.
38. There is no commitment from ICSI on minimum amount of Business, payments will be made on actuals.

Details of Hierarchy of Mass SMS of Campaign Management

Sl. No.	Module	Key Features
1	Dashboard	<ul style="list-style-type: none"> • Last Campaign Overview: Date, Time, Size, Execution %, Status • Campaign Status: Daily campaign list with unique IDs • Notification of Next Scheduled Campaign: Date, Time, ID • Quick Campaign: Test SMS with Header ID, Mobile Number, SMS Text
2	Campaign Management	<ul style="list-style-type: none"> • Manage Campaign: Filter by name, department, date range • New Campaign: Type, Termination, Name, Category • Blacklist Numbers, Schedule Date & Time • Add Recipients: Manual, File Upload, Group • Define Sender & Template, Test Message • Buttons: Reset, Save, Execute
3	Group Management	<ul style="list-style-type: none"> • Add Group: Name, File Type, Manual Entry, Upload (xls/txt) • Country Code Selection for International • Manage Group: Create, Edit, Delete
4	Template Management	<ul style="list-style-type: none"> • Add Template: Type, Department, Category, Content Type • Template Name, Sender Name, DLT Template ID • Template Text (160+ characters), Reset/Submit • Manage Template: View/Edit/Delete, Status, Request Date/Time
5	Campaign Report	<ul style="list-style-type: none"> • Filter by Date, Name, Department • Metrics: Name, Success Rate, Date, Size, Requests • DLR Not Received, DND, Invalid, Delivered, Failed • Failure Reasons: Switched Off, Inbox Full, Out of Network, Barred, Others
6	User Management	<ul style="list-style-type: none"> • Add Sub-User: Username, Name, Email, Mobile, Description • Status: Active/Inactive, Access Rights • View Users

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Annexure – G (II)

Details of Hierarchy of WhatsApp Campaign Management

Scope of Work for (Business Initiated WhatsApp and Configuration via API or New User)

Sl. No.	Component	Description
1	Onboarding & Configuration	Setup on WhatsApp platform including Docker, API integration, template whitelisting, testing, go-live, and number change support.
2	SMS Fallback	Automatically send SMS to users without WhatsApp. Charges apply only for delivered SMS.
3	Opt-In/Opt-Out Management	Block WhatsApp messages to numbers in the opt-out list.
4	Notification Engine	Send rich media notifications (documents, images, videos up to 15MB, location sharing, plain messages).
5	Customized Messaging	Enable personalized messages (e.g., "Dear [Name]") and quick replies (buttons).
6	Contact Management	Manage contacts across dashboards, auto-save WhatsApp users, upload via Excel/CSV, sync with Google Sheets, restrict downloads to Super Admin.
7	Message Broadcast	Bulk WhatsApp messaging with no user limit, media support, audience targeting, and multiple campaigns.
8	Campaign Analytics	Track messages sent, delivered, read, and replied.
9	Non-Deliverable Report	Monthly report of undelivered contact numbers.
10	WhatsApp API Capabilities	Support for profile, contact, message status, rich media, template management, and localization.
11	Third-Party API Integration	Allow external apps to send custom or transactional WhatsApp messages.
12	Reporting & MIS Console	Console for summary and detailed reports. Billing based on delivered messages. Reports customizable as per ICSI's needs.
13	Media Format Support	Support for images, PDFs, videos, GIFs, emojis, stickers within WhatsApp's file size limits.
14	Support Availability	24x7x365 technical support.
15	Official Documentation	Refer to Meta's official WhatsApp documentation: https://developers.facebook.com/docs/whatsapp

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