



भारतीय कम्पनी सचिव संस्थान
THE INSTITUTE OF
Company Secretaries of India

IN PURSUIT OF PROFESSIONAL EXCELLENCE

Statutory body under an Act of Parliament

(Under the jurisdiction of Ministry of Corporate Affairs)

ICSI HQ: ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD, NEW DELHI-110003

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

Tender No: ICSI/Purchase/IT/AWS/2026-27/137

August 21, 2026

Sub: Request for Proposal (RFP) for Management, Maintenance, and Support of the Existing AWS Cloud Hosting Infrastructure for the STIMULATE Portal and its Associated Applications.

Important Date & Information		
1	RFP Publish Date	August 21, 2026
2	Cost of RFP	Rs. 1180/- (Rs.1000/- + Rs.180/-for 18% GST) (Rupees One thousand One hundred eighty Only)
3	Estimated Contract Value	Rs. 1,30,00,000/- (One Crore and Thirty Lakhs Only)
4	Earnest Money Deposit	Rs 1,80,000/- (One Lakhs and Eighty Thousand Only)
5	Last date and time for Sending Pre-Bid Queries though email	All queries must be sent at email ID, sudhakar.venkata@icsi.edu by 2:00 PM till August 27, 2026 .
6	Replies of Pre-Bid queries	If any, will be uploaded on the following website/portal by September 02, 2026 by 5:00 PM on website of the Institute (www.icsi.edu)
7	Last Date and Time for Submission of Bids	September 11, 2026 by 03:00 PM
6	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: praveen.ojha@icsi.edu. The financial bid (soft copy) is not to be submitted by email till further notification.
7	Bid Validity	270 days from the date of submission of bids
10	Date, time & venue of opening of Technical Bids.	September 11, 2026 , at 03:30 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.
11	Date and time of opening of commercial bids.	To be intimated at a later stage, only to technically qualified bidders.
12	Contact details	Shri S K Nagar, Joint Secretary, Directorate of Information Technology, ICSI. Tel. No.: 0120-4522005 Email Id: sanjay.nagar@icsi.edu
13	Institute Website	www.icsi.edu

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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.



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Sub: Request for Proposal (RFP) for Management, Maintenance, and Support of the Existing AWS Cloud Hosting Infrastructure for the STIMULATE Portal and its Associated Applications.

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, Four (4) Centre for Corporate Governance Research & Training (CCGRT) at Mumbai, Hyderabad and Kolkata and Manesar. The Institute has currently Seventy-two (72) Chapter offices (COs), spread across India.

The Institute of Company Secretaries of India (ICSI) is a premier professional body established under an Act of Parliament. With over 80,000 members and approximately 2.0 lakh active students, the Institute continues to uphold its mission of promoting good corporate governance and providing high-quality education and professional standards.

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 Request for Proposal (RFP) for Management, Maintenance, and Support of the Existing AWS Cloud Hosting Infrastructure for the STIMULATE Portal and its Associated Applications 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:*

Request for Proposal (RFP) for Management, Maintenance, and Support of the Existing AWS Cloud Hosting Infrastructure for the STIMULATE Portal and its Associated Applications.



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DEFINITIONS

- i) The “ICSI” means THE INSTITUTE OF COMPANY SECRETARIES OF INDIA, New Delhi.
- ii) “Bidder” or “Tenderer” means the agency/firm that is engaged in the business of **Management, Maintenance, and Support of the Existing AWS Cloud Hosting Infrastructure for the STIMULATE Portal and its Associated Applications** and applies in response to this notice inviting tender.
- iii) “Vendor” or “Service Provider” means the successful bidder who is engaged by ICSI for **Management, Maintenance, and Support of the Existing AWS Cloud Hosting Infrastructure for the STIMULATE Portal and its Associated Applications** through this tender process by entering into the contract with the ICSI.
- iv) 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.
- v) The words “**Bidder**”, “**Tenderer**” 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) “Party” means ICSI or Vendor individually and “Parties” shall mean ICSI and Vendor collectively.
- vii) “Letter of Intent” means the communication of the intention of the ICSI to the vendor for the award of work read with tender documents.
- viii) “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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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 **August 21, 2026 to September 11, 2026** (till 03:00 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. **Earnest Money Deposit (EMD)**

Every bidder has to make a deposit of Earnest Money (EMD) of **Rs 1,80,000/- (One Lakhs and Eighty Thousand Only)** in the form of Demand Draft from any of the nationalised bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi. The bidder can also make online payment of the EMD using following online link: "https://apps.icsi.edu/TenderApp/" and enclose the receipt of online payment generated by the system with the bid.

Tenders received without the prescribed Earnest Money Deposit (EMD) shall not be entertained and shall be rejected summarily.

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 nationalised bank immediately within seven (07) days of issue of work order but before execution of the agreement. The balance of the performance security amount can also be submitted through demand draft issued from any of the nationalised bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi. 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. Neither any bidder can claim any interest on the EMD amount nor ICSI will be under any obligation to pay any interest even if claimed by the bidders under any circumstances, even if the delay occurs due to non-awarding of contract.

(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).



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4. **Forfeiture of EMD:**

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

- the bidder withdraws its bid;
- the selected bidder does not accept the Purchase / Work Order;
- the selected bidder fails to supply goods / services as per the terms of the Tender and Purchase / Work Order.
- 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,

- EMD & Tender Fee is to be put in Envelope No. 1 (please mark the envelope as "No.1 – EMD & Tender Fee"),*
- Part 'A' & 'B' including Form I (Annexure A), Form II (Annexure B), Form III (Annexure C), Annexure D, and Annexure F along with all requisite documents are to be put in Envelope No. 2 (please mark the envelope as "No. 2 – Technical Bid",*
- Part 'C' (Annexure E) 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 the 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 Cloud Hosting Solution/Service**" due on **September 11, 2026**" 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 **03:00 PM on September 11, 2026**.

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)



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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 September 11, 2026, at 03:30 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.

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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. Nonacceptance 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. Nonacceptance 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.



Eligibility Criteria for bidding: To be eligible for technical evaluation of the proposed solution, the conditions which are to be necessarily fulfilled by the bidder are mentioned in **Part 'B'- Annexure B: Form II: Eligibility Criteria Details**.

All documents mentioned in **Annexure B: Form II: Eligibility Criteria Details** 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.

25. **Bid Evaluation Criteria:** For evaluation of bids, ICSI will resort to the Quality cum Cost Based System (QCBS) method of evaluation as detailed below:

Technical Bid:

- a. Proposals, which are not supported by adequate proof / Supplementary documents will not be evaluated. In order to facilitate the Technical Bid evaluation, the technical criteria laid down along with the assigned weights have been presented in the **Technical Evaluation Matrix (enclosed as Annexure D)**. The marking scheme presented is an indication of the relative importance of the evaluation criteria. Bids which don't secure the minimum specified technical score will be considered technically disqualified and will not be considered for financial evaluation and rejected without further intimation.
- b. *A presentation is to be given by the eligible bidders before the technical evaluation committee formed for the purpose. The presentation will comprise of the following topics 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.*
- c. *Evaluation of bidder's infrastructure, manpower, financial strength, technical expertise and experience in the relevant fields will be done through the information / documents provided as a part of the technical bids.*
 - d. *Evaluation of work experience in the relevant fields will be done through the information / documentary proofs such as client's certificate provided by the bidder as a part of the technical bids.*
- i. **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

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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.

26. 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.
27. 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.
28. The Bidder will be responsible for the trouble-free integrated working of the hardware, software (system and application both) and networking.
29. Escalation matrix up to the level of CEO must be provided with phone number and email address of all personnel in the matrix.
30. ICSI 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.
31. 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.
32. 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.



33. 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.
34. 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.
35. 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.
36. The Institute reserves the right to accept or reject any or all the tenders/bids without assigning any reason.
37. **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.

II: Scope of Work:

The Institute of Company Secretaries of India (ICSI) currently hosts the Stimulate Portal and its associated applications on the AWS Cloud. ICSI intends to engage a competent cloud service provider for the end-to-end management, monitoring, optimization, security, scalability, maintenance, and technical support of the existing cloud infrastructure supporting the Stimulate Portal and its associated applications.

The current technology stack comprises Windows Server, Internet Information Services (IIS), .NET Framework, Microsoft SQL Server (MSSQL), and Linux-based servers deployed in a decoupled architecture. The infrastructure is designed with dedicated servers for the web application, API services, file storage, and database to ensure high availability, scalability, and performance. During peak periods, the application is expected to support approximately 50,000 concurrent users.

ICSI seeks to appoint a cloud hosting service provider to manage, maintain, and support the existing AWS cloud infrastructure for the Stimulate Portal and its associated applications for a period of up to three (3) years, subject to satisfactory performance. The detailed scope of work is provided below for reference.



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Brief Description of Scope of Work: The selected bidder shall provide comprehensive cloud hosting, managed services, and infrastructure support for the STIMULATE Portal and its associated applications hosted on the AWS Cloud. The scope of work shall include, but not be limited to, the following:

☐ **Cloud Hosting, Managed Services & License Management**

- Manage, monitor, maintain, and provide end-to-end hosting support for the existing AWS cloud infrastructure hosting the STIMULATE Portal and its associated applications.
- Renew and manage all applicable cloud platform licenses and subscriptions required for uninterrupted operations.
- Ensure high availability, performance, security, and smooth functioning of the applications for all stakeholders.

☐ **Web Application Firewall (WAF)**

- Implement, configure, monitor, and maintain a Web Application Firewall (WAF) to protect the STIMULATE Portal and its associated applications from web-based security threats and vulnerabilities.

☐ **Auto Scaling**

- Configure and maintain AWS Auto Scaling to dynamically provision and de-provision resources based on application workload and traffic patterns.
- Any additional AWS infrastructure cost arising due to Auto Scaling shall be borne by ICSI based on actual AWS consumption, supported by AWS system-generated billing reports.

☐ **Coordination with Application Support Team**

- Work in close coordination with the Application Support & Maintenance Team to ensure seamless application availability, deployment support, issue resolution, and infrastructure optimization.

☐ **Migration Support**

- In the event ICSI decides to migrate the applications to an on-premises data centre or any other cloud platform during or upon completion of the contract, the bidder shall provide complete migration assistance, including knowledge transfer and infrastructure transition support, without any additional professional service charges.

☐ **Secure Connectivity**

- Configure, maintain, and manage secure connectivity between the AWS Cloud environment and ICSI's on-premises infrastructure to ensure secure, reliable, and uninterrupted communication, synchronization, and data exchange.

☐ **Cloud Infrastructure Optimization**

- Upgrade, downgrade, resize, and optimize the AWS cloud infrastructure as required by ICSI to achieve optimum performance, security, scalability, reliability, and cost efficiency while ensuring compatibility with the existing applications.
- All infrastructure modifications shall be carried out only after mutual discussions with ICSI and the Application Support Team and upon written approval from ICSI.
- No additional professional, implementation, migration, or configuration charges shall be payable for such activities.
- The bidder shall quote only its managed service charges in Indian Rupees (INR).
- The actual AWS infrastructure and cloud service charges shall be borne directly by ICSI and paid separately in Indian Rupees (INR) based on invoice -generated by the successful bidder invoices.

☐ **AWS Account Management**

- Configure and manage all services using ICSI's existing AWS Account (12-digit AWS Account ID), without requiring migration to a new AWS account.

☐ **Administrative Access**

- Provide ICSI with administrative access to the AWS Management Console, including appropriate user credentials and permissions to access cloud resource utilization, monitoring dashboards, billing reports, audit logs and helpdesk system

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☐ **Database Administration**

- Periodically deploy a qualified Database Administrator (DBA) to review, optimize, restructure, and fine-tune database configurations and long-running SQL queries to improve application performance.

☐ **Backup Management**

- Perform daily backups of Application Servers, API Servers, File Servers, and Database Servers.
- A copy of the backup shall be securely shared with the ICSI IT Team for archival on ICSI's on-premises backup infrastructure.

☐ **Disaster Recovery & Restoration**

- Implement and maintain a backup policy with incremental backups (e.g., Amazon S3 backups every 30 minutes or as mutually agreed).
- In the event of any infrastructure or server failure, restore the production environment using the latest available backup within the agreed Recovery Time Objective (RTO) and Recovery Point Objective (RPO), and provide the restored data to ICSI.

☐ **Review Meetings & Performance Optimization**

- Conduct at least one (1) joint review meeting every fortnight involving the bidder's technical team, the Application Support & Maintenance Team, and the ICSI IT Team.

The meetings shall focus on infrastructure health, security, application performance, capacity planning, incident analysis, optimization opportunities, and recommendations for reducing AWS hosting costs while improving overall system performance.

Existing cloud infrastructure configuration of the App server, API server, Database server, and File server, along with actual usage statistics, is presented below for reference.

SI No.	Server Instance Name	Qty	Windows Server	vCPUs	RAM (GB)	SSD (GB)	Actual Usage as on Date
1	ICSI-Prod-VPN-1b	1	Amazon Linux 2023	2	8	20	Only 7.7GB used of total of 20GB
2	ICSI-Prod-DB-Server-1b	1	Windows Server with SQL Server Standard	8	64	600	In C drive out of 100GB only 53.8 GB used In D drive out of 500GB only 352 GB used
3	ICSI-Prod-File-Server-1b	1	Linux	2	4	1460	In ROOT drive out of 30GB only 5.2GB used In Data drive out of 1430GB only 925GB used
4	ICSI-Prod-API-Server-ASG-Static	1	Windows Server	2	8	200	In C drive out of 100GB only 95.68GB used In D drive out of 100GB only 0.8GB used
5	ICSI-Prod-APP-Server-Static-ASG	3 (on ALB)	Windows Server	2	8	200	In C drive out of 100GB only 60.1 GB used In F drive out of 100GB only 44.5 GB used



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Name	Qty	OS	vCPUs	Memory (GB)	SSD (GB)	AWS Infra
SSL VPN Server	1	Amazon Linux 2	2	1	20	t3a.micro
Application Server	1	Windows Server 2016 Std	16	128	600	r5.4xlarge
Database Server	1	Windows Server 2012 Std	16	128	400	r5.4xlarge

Additional Services	
NAT Gateway	1 Unit
Application Load Balancer	1 Unit
EBS snapshots	10% of weekly storage
CloudWatch Alarms	18
S3 for Backup	100 GB
Data Transfer Out	100 GB

III. Terms and Conditions of the contract

- 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.
- 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 subject to proper knowledge transfer. 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.



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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 honour 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 for Deficiency of Service or Misconduct or Breach of Condition of Contract:** The competent authority of the ICSI may impose penalty as it finds appropriate on case-to-case basis, for the instances where the Service Provider / 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 incurred to ICSI, apart from the right to terminate the contract, blacklisting, and forfeiture of security deposit / EMD and claim damages.

Issues / Request / Tickets Handling / Penalty:

All reported problems will have a priority assignment as follows				
Table - Priority definition for issues reported				
Priority	Definition	Mean Time to Respond	Mean Time to Resolve	Penalty
C1-Critical	More than 70% of the users are unable to use the system or any of the critical user (President/Secretary/CE/Council Member/ System Administrator/ Developers / Application Team)	10 minutes	Within 2 (Two) hour day	Rs. 1000/- penalty will be imposed per hour delay
C2-Urgent	More than 10% of users are unable to use the system or any of the critical users are unable to use the system	30 minutes	Within the working days	Rs. 1000/- penalty will be imposed per day delay
C3-Normal	All other problems or any localized problem	8 Hours	Within 5 (Five) working days	Rs. 1000/- penalty will be imposed per day delay

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• **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 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. 2,500 /- 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



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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 institute will make pro-rata payment of Annual maintenance charges on a quarterly basis at the end of each quarter for the preceding quarter and the rates quoted shall remain valid for a period of Three (03) Years. All payments will be made after the deduction of applicable TDS.
 - c) 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.
 - d) ICSI generally makes payments within 30 days after verifying the bill/invoice submitted by the vendor.
 - e) 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



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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.
- 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.



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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;



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- 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) **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.
- (k) **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 defence 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.
- (l) **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



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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.

- (m) **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.
- (n) **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.
- (o) **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.
- (p) **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.
- (q) **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.
- (r) **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.
- (s) **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.
- (t) **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.
- (u) **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:
- This Contract
 - The Attachments (if any)
 - 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 S K Nagar, Joint Secretary, Directorate of Information Technology, ICSI. Tel. No.:0120-4522005 Email Id: sanjay.nagar@icsi.edu may be contacted.

Date: August 21, 2026


(Ashvini Kumar Srivastava)
Joint Secretary (Purchase)

The Institute of Company Secretaries of India

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THE INSTITUTE OF
Company Secretaries of India

IN PURSUIT OF PROFESSIONAL EXCELLENCE
Statutory body under an Act of Parliament
(Under the jurisdiction of Ministry of Corporate Affairs)

Annexure- A

Tender No.: ICSI/Purchase/IT/AWS/2026-27/137

August 21, 2026

Sub: Request for Proposal (RFP) for Management, Maintenance, and Support of the Existing AWS Cloud Hosting Infrastructure for the STIMULATE Portal and its Associated Applications.

PART 'B' (TECHNICAL BID)

Form I: PARTICULARS OF BIDDER
(ALL COLUMNS ARE TO BE FILLED IN BLOCK LETTERS)

S No	Particular	Response
1	Company Name	
2	Address of the company (Pl. Enclose Proof)	
3	Contact details (Telephone/email/Fax)	
4	Web site	
5	Date of incorporation/registration (Pl. Enclose Proof)	
6	Date of commencement of business (Pl. Enclose Proof)	
7	Years in Business	
8	Net worth of the company/firm (Pl. Enclose Proof)	
9	Name(s) of the directors/Partners	
10	Names of the major customers	
11	Details of similar projects handled in the past five years (Pl. Enclose Proof)	
12	Current similar assignments on hand (Pl. Enclose Proof)	
13	Details of turnover in last three financial years (2022-2023, 2023-2024, 2024-2025). (Pl. Enclose Proof) ** Attach copies of audited annual accounts for the past 3 years	
14	Paid up capital of the Company	
15	Tender Fees	
16	EMD	
17	NSIC Regn. No. (if applicable) & its valid period	
18	Name of the Banker, Branch Name, A/c No. and IFS Code (for e-payment purpose)	
19	PAN Number (Pl. Enclose Proof)	
20	GST Number (Pl. Enclose Proof)	
21	Number of employees	
22	Number of such Projects Work Has Been Conducted	
23	Persons authorized by the company to execute documents on its behalf, with ICSI (Pl. Enclose Proof)	
24	SPOC (Single point of Contact) Name	
25	SPOC contact detail (Mobile, E-mail)	



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- o **Details of the projects executed:** Please include details of three similar nature projects executed in last three years ended as on 31st March, 2026:

(Please provide soft copy in Excel format apart from the signed hard copy)

Sl. No.	Project	Project executed for (Name of the organization with address, phone numbers etc.)	Nature of work in brief	Location of the work	Actual value of the Project	Duration	Status (on going / Completed)

- o **Details of Key personnel of Bidding firm:**

(Please provide soft copy in Excel format apart from the signed hard copy)

Sl. No.	Name	Qualifications	Experience	Particulars of Project done	Employed in your vendor since	Any other details

- o **Client Reference:** To be a qualified proposer, the bidder must include three (3) references in its proposal response. References will be contacted - please verify information before submitting. Information to be included in the reference is:

(Please provide soft copy in Excel format apart from the signed hard copy)

Particular	Response
Organization Name	
Address	
Type of Business	
Contact Person	
Telephone and Fax #s	
Dates of Installation	
Description of system	

I/We hereby declare and affirm that I/we have read and understood the terms and conditions of this tender/quotation/NIT as stipulated in the tender notice No. _____.

Accordingly, I/ we accept the terms and conditions and hereby offer the rates for "_____ (name of the work or supply)" as per Financial Bid (Part 'C').

Signature _____

(Authorized signatory of the bidder)

Name of the bidder _____

Official seal of bidder _____

Date _____

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

Request for Proposal (RFP) for Management, Maintenance, and Support of the Existing AWS Cloud Hosting Infrastructure for the STIMULATE Portal and its Associated Applications.



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(Annexure B)

Tender No.: ICSI/Purchase/IT/AWS/2026-27/137

August 21, 2026

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Form II: Eligibility Criteria Details.

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 favor of the Authorized Signatory of the bid on behalf of the Bidder or Authorization of signatory for the purpose of this bid	Please attach Original Power of Attorney / certified copy of the board Resolution / Letter of Authorization
3.	The bidder must have a minimum of 3 years of experience in Cloud hosting services and must have provided similar services to Central Government Ministries/ Departments, Public Sector Undertakings/ Universities/ Autonomous Institutions, Statutory Bodies/ / Public Sector Banks (PSBs)/ / Multinational Companies.	Please provide copy of engagement letter/work order/completion certificate highlighting the scope of work.
4.	The bidder must have a minimum Average of Annual Turnover of not less than Rs. 10 Cr. during the previous three financial years in technical services. (2022-2023, 2023-2024, 2024-2025).	Please Attach Copies of duly audited balance sheets and profit and loss Account duly certified by CA for FY (2022-2023, 2023-2024, 2024-2025).
5.	The bidder should have on its pay roll minimum 50 technical employees within India.	Please attach the declaration on letter head.
6.	Submission of Tender Fee	Please attach receipt / DD of the tender fee or valid NSIC certificate/document.
7.	Submission of EMD or valid NSIC certificate/document.	Please attach copy of EMD receipt/DD or valid NSIC certificate/document.
8.	PAN (Please attach self-attested photocopy of the documentary proof to be submitted)	Please attach self-attested photocopy of PAN
9.	GSTIN Code (Please attach self-attested photocopy)	Please attach self-attested photocopy of GSTIN Certificate
10.	Bidders should have support office operational in the Delhi-NCR.	Please attach copy of rent agreement/telephone bill /electricity bill or similar document.



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11.	The bidder should have been Amazon Web Services Partner (Advanced, Premier, or higher partner status, if applicable); The bidder should have a valid certificate.	Please attach valid self-attested photocopy of Certificate
12.	The bidder should have the following valid certifications: • ISO/IEC 27001:2022 certification for Information Security Management. • ISO/IEC 20000-1:2018 certification for IT Service Management. • ISO 9001:2015 certification for Quality Management. • ISO/IEC 27701 certification. (Data Privacy) • ISO 22301 certification. (Business Continuity)	Please attach valid self-attested photocopy of Certificates
13.	The Bidder must have successfully completed/executed at least Three (3) similar services in India (preferably in Delhi /NCR) in last five years for Government / PSU /Statuary / Institutions of Higher Education / Universities / Large Corporates of value more than Rs. 50 Lakhs each.	1. Engagement letter (EL)/Work order with order value detailing the scope. OR 2. Agreement copy defining the scope & value. OR 3. Proof Certificate - Completion certificate (Implementation / GO-Live / Support Completion) with date.
14.	OEMs for the proposed solution whose products have been offered in the bid shall have local Technical Assistance Centre (TAC) based in India for offering post sale & implementation support. Proposed Solution OEMs should have their own/local office in India manned with their own product support professionals. Documentary proof for the same should be provided by the proposed Solution OEMs and submitted by the bidder. ICSI may decide to visit the TAC support centres during the evaluation of the bids.	The proposed Solution OEM should submit documentary evidence through self-attested certificate covering Address and contact details of TAC Centres along with number of professionals shall be submitted along with the bid. Link of online support portal of OEM should also be mentioned.
15.	Proposed Solution OEM should not have been Debarred and / or blacklisted by any organizations of Govt. of India / State Govt. / PSUs at time of submission of bid.	Self-Declaration/Certification by the authorized signatory of the bidder
16.	The proposed solution OEM product must ensure support availability in India for a minimum of 5 years , commencing from the last date of bid submission.	Self-certified documented roadmap of solution OEM product
17.	Bidder should be either OEM of proposed Solution Or its Authorized Service Provider (ASP) with the experience required in this RFP. The bidder should have a valid Authorization letter Certificate (MAF) issued by OEM of proposed solution to Authorized Partners for participating in this tender.	Attach authorization letter [Manufacturer's Authorization Form (MAF)] from OEM for the products & services provided from the principal manufacturer to the bidder for this RFP The certificate should be valid as on the date of award of contract.
18.	Proposed solution OEM should have at least 5 authorized implementation and support partners in India.	Supporting documents with period of validity

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19.	Proposed Solution OEM should certify that they comply with the scope mentioned in this Tender document.	Self-declaration approved by proposed Solution OEM
20.	The Cloud Service Provider (CSP) should be a registered firm or a company in India and the CSP should be MEITY (Ministry of Electronics and Information Technology (MeitY), Govt. Of India) empanelled and offer all services from India only as per guidelines of MEITY. OR The cloud-based solution should be hosted in India and align with ISO 27001, ISO 27017, ISO 27018 and SOC2 certifications and comply with data residency regulations within the boundaries of India.	Certificate of registration and Certificate of Incorporation to be enclosed. And Copy of valid STQC/MEITY empanelment certificate and undertaking for jurisdiction by CSP And copy of Work Order issued / MOU / Contract signed with cloud Service Provider / cloud Data centre.
21.	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.	Please attach declaration from Authorized Signatory on the Bidder's Business Letter Head.
22.	The Bidder, who has refused to continue or sign the agreement in past for any contract awarded by ICSI, will not be eligible to participate in this tender. 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. The bidder who was awarded any contract related to the students or members domain and failed to meet the prescribed delivery timelines, will not be eligible to participate in this tender.	Please attach declaration from Authorized Signatory on the Bidder's Business Letter Head.

All the required 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.

Signature _____
(Authorized signatory of the bidder)

Name of the bidder _____

Official seal of bidder _____

Date _____



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

(Annexure C)

Form-III

Tender No.: ICSI/Purchase/IT/AWS/2026-27/137

August 21, 2026

Sub: Request for Proposal (RFP) for Management, Maintenance, and Support of the Existing AWS Cloud Hosting Infrastructure for the STIMULATE Portal and its Associated Applications.

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

Sub: Request for Proposal (RFP) for Management, Maintenance, and Support of the Existing AWS Cloud Hosting Infrastructure for the STIMULATE Portal and its Associated Applications.

Sir,

This is with reference to the **Tender No.: ICSI/Purchase/IT/AWS/2026-27/137 Request for Proposal (RFP) for Management, Maintenance, and Support of the Existing AWS Cloud Hosting Infrastructure for the STIMULATE Portal and its Associated Applications** for due on **September 11, 2026**. We are interested to participate in the **Request for Proposal (RFP) for Providing & Implementing Cloud Hosting 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 blacklisting 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

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PART 'C' FINANCIAL BID

The bidder has to quote rate inclusive of all i.e., cost of manpower, 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.

The BOQ (Bill of Quantities) Activities shall be as per below format: The Bidder shall submit financial bid for any one platform.

(Figure in Rs.)

S. No.	Activity	BASIC PRICE (in Rs.)	GST (in Rs.)	Total Amount (in Rs.)
1.	One-Time charges for Cloud Infrastructure Setup and Implementation, Transition, onboarding, assessment, and takeover of the existing AWS Cloud infrastructure.			
2	Charges for Cloud Infrastructure Management, Monitoring, Administration, and Managed Services per annum.			
3	Any other charges			

Note: The Institute may issue Work Order for all the above-mentioned components in the table OR part of it as per its requirements at no additional cost. In such scenario, the payment for the part(s) for which Work Order is issued will be paid to the vendor.

- The breakup of costing as above is only to ensure that during the currency of the contract the services of the vendor may be taken for the respective head at a predefined costing at the discretion of the ICSI.
- The tentative quantities are provided exclusively for commercial bid evaluation. The final work order shall be issued on a per-unit basis, reflecting the actual cost, which may vary from the estimated values.
- The Bidder is advised to understand the scope of work in detail from the ICSI IT team before committing the timeline and submission of the bid.
- Any deviation, conditional pricing, or incomplete BOQ submission may lead to disqualification.
- ICSI may, from time to time, require Auto Scaling and/or upgradation of the cloud infrastructure based on its evolving business and operational requirements. Any additional cloud infrastructure resources provisioned pursuant to such requirements shall be charged on an actual usage basis, and payment shall be made by ICSI as per the applicable cloud service provider's billing for the resources utilized.
- ICSI retains the right to reject any or all bids without assigning reasons.

Date:

Name and Signature of Bidder with Corporate Seal



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Technical Evaluation Matrix (Valid supporting documents must be submitted)

(Annexure D)

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 (2022-23, 2023-24 & 2024-25)	>INR 10 Cr and < INR 15 Cr.	3	-	10
		>INR 15 Cr and < INR 20 Cr.	5		
		>=INR 20 Cr	10		
3	Number of similar projects executed in last three years (including at least 1 in educational sector)	>=3 and < 5	2	-	10
		>=5 and <10	5		
		>10 projects	10		
4	No. of competent employees (Functional / Technical) on the Bidder's payroll	>=50 and < 75	1	-	10
		>75 and <=100	3		
		>100 and <=150	5		
		>150	10		
5	Presentation before the Evaluation Committee - Organization Profile & Cloud Business Strength - Experience in Similar Cloud Projects - Understanding of Tender Requirements - Proposed Cloud Architecture & Solution Design - Security, Compliance & Data Protection - Technical Team Strength & Certifications - Project Implementation & Migration Strategy - Service Management & SLA Framework - Innovation & Value Added Features - Presentation Quality, Demo & Q&A		60	-	60
	Total Marks				100

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(Annexure F)

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 **Management, Maintenance, and Support of the Existing AWS Cloud Hosting Infrastructure for the STIMULATE Portal and its Associated Applications** 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 the scope mentioned in RFP**
- 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 subject to proper knowledge transfer.

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

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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 instalments 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.



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- (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,



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



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(a) Issues / Request / Tickets Handling / Penalty:

All reported problems will have a priority assignment as follows				
Table - Priority definition for issues reported				
Priority	Definition	Mean Time to Respond	Mean Time to Resolve	Penalty
C1- Critical	More than 70% of the users are unable to use the system or any of the critical user (President/Secretary/CE/Council Member/ System Administrator/ Developers / Application Team)	10 minutes	Within 2 (Two) hour day	Rs. 100/- penalty will be imposed per hour delay
C2- Urgent	More than 10% of users are unable to use the system or any of the critical users are unable to use the system	30 minutes	Within the working days	Rs. 1000/- penalty will be imposed per day delay
C3- Normal	All other problems or any localized problem	8 Hours	Within 5 (Five) working days	Rs. 1000/- penalty will be imposed per day delay

- **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.

- (b) **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



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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.

- (c) **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.
- (d) **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.
- (e) **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.
- (f) **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.
- (g) **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.
- (h) **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.
- (i) **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.
- (j) **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.
- (k) **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.



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- (l) **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

- (m) 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.

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.

Request for Proposal (RFP) for Management, Maintenance, and Support of the Existing AWS Cloud Hosting Infrastructure for the STIMULATE Portal and its Associated Applications.



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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.
