

Request for Proposal (RFP) for Providing & Implementing of Bulk SMS and WhatsApp Solution/Service vide Tender No: ICSI/RFP-SMS&WhatsApp Solution/111					
Sr.No	Pg. No./Section No.	Component / Sub Component	Reference/ Subject requiring Clarification	Clarification Sought	ICSI Response
1	22/III. Terms and Conditions of the contract/	7. Security Deposit/performance guarantee	<p>7. Security Deposit/performance guarantee</p> <p>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.</p> <p>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.</p> <p>In case of contravention of the any of the terms and conditions as stated in the tender documents /</p>	<p><b>Security Deposit / Performance Guarantee :</b> The tender mentions a 5% Security Deposit of the tender amount. Kindly confirm if this is mandatory to be paid by all bidders, or if there is any exemption/relaxation available under specific categories (e.g., MSME/NSIC registration).</p>	<p>Security Deposit / Performance Guarantee is mandatory to be paid by all bidders.</p>
2	9/I: The terms and conditions governing the tender are as under/	25. Eligibility Criteria for bidding/sl. No. 4 Criteria	<p>4. The bidder must be in operation in India in similar business for a period of at least 5 years as on last date of bid submission. The bidders who have support office operational in the Delhi-NCR will be preferred.</p>	<p><b>Support Office in Delhi-NCR :</b> As per the eligibility requirements, preference is given to bidders with an operational office in Delhi-NCR. Since we currently do not have a physical office in Delhi, please confirm whether this is a mandatory condition for eligibility or if remote support arrangements would suffice.</p>	<p>There is no restriction in participation w.r.t this point.</p>

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3	36	PART 'C' FINANCIAL BID	WhatsApp pricing should reflect Meta's BSP/TSP guidelines and include conversation-based billing.	<b>BSP vs TSP Eligibility</b> : The tender document mentions eligibility for Bulk WhatsApp provider as BSP. As we are a TSP, kindly confirm whether our category is acceptable for participation in this tender.	The point is with respect to WhatsApp Pricing and not related to participation in tender. The Bidder must consider this point while submitted Financial Bid.
4	9/I: The terms and conditions governing the tender are as under	25. Eligibility Criteria for bidding/sl. No. 1 Criteria	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.	Is it required for the Object Clause of the MoA to mention the subject services of this tender in explicit, specific terms, or will broad/objective wording related to the relevant sector suffice? If minor variations in terminology are present in the Object Clause as compared to the tender's subject services, will this be acceptable for compliance purposes? Would a supporting declaration or Board resolution confirming coverage of the subject services under existing MoA objects be considered sufficient, in the absence of an exact match in phrasing?	<i>The bidder has to ensure that the Object Clause of its MOA must have mention of the subject services explicitly with no variations as per the object clause.</i>
5	9/I: The terms and conditions governing the tender are as under	25. Eligibility Criteria for bidding/sl. No. 5 Criteria	Average Annual Turnover in immediately preceding three consecutive financial years (i.e. 2021-2022, 2022-2023, 2023-2024) ended as on 31.03.2024 must not be less than Rs. 15 Crores per annum. The turnover refers to the individual Bidder and not the composite turnover of its affiliates, subsidiaries / sister concerns or parent company(ies) etc.	Kindly clarify that the requirement for Average Annual Turnover of not less than Rs. 15 Crores per annum applies strictly to the individual bidder, and that the turnover of affiliates, subsidiaries, sister concerns, or parent companies shall not be considered. Also, please confirm that the turnover must be calculated based on the immediately preceding three consecutive financial years, specifically FY 2021-22, 2022-23, and 2023-24, ending as on 31.03.2024. This will help ensure alignment with the eligibility criteria at the time of bid evaluation.	The Bidder must ensure that Average Annual Turnover in immediately preceding three consecutive financial years (i.e. 2021-2022, 2022-2023, 2023-2024) ended as on 31.03.2024 must not be less than Rs. 15 Crores per annum. The turnover refers to the individual Bidder and not the composite turnover of its affiliates, subsidiaries / sister concerns or parent company(ies) etc.

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6	10/I: The terms and conditions governing the tender are as under	25. Eligibility Criteria for bidding/sl. No. 9 Criteria	The bidder should have on its pay roll minimum 50 relevant technical manpower who have subject expertise for the proper execution of the contract.	Kindly clarify that the bidder must have a minimum of 50 relevant technical manpower on its payroll with subject expertise relevant to the contract. Please confirm if these personnel must be directly employed by the bidder and whether subcontracted or outsourced manpower is acceptable. Also, specify the documentation required to verify this manpower, such as payroll records or experience certificates, to ensure compliance with the tender eligibility criteria.	Refer the column " <b>Documents / Information to be provided in the submitted Bid</b> " against the point in RFP.
7	10/I: The terms and conditions governing the tender are as under/	25. Eligibility Criteria for bidding/sl. No. 10 Criteria	The bidder must have valid ISO-20000-1:2011 OR equivalent Certificate, for providing Bulk SMS and WhatsApp services for information technology infrastructure.	Please clarify the exact nature of the required certificate 'ISO-20000-1:2011 or equivalent' for providing Bulk SMS and WhatsApp services within the IT infrastructure scope. Is this an ISO certification or another recognized standard? Kindly confirm the acceptable equivalent certificates, validity requirements, and the certifying authorities recognized by the department. Additionally, specify if the certificate is mandatory at the bid submission stage or can be submitted later during contract execution	Certifications applicable for services mentioned in RFP.  Valid Certificates required to be submitted along with Technical Bid.
8	9/I: The terms and conditions governing the tender are as under	25. Eligibility Criteria for bidding/sl. No. 5 Criteria	Average Annual Turnover in immediately preceding three consecutive financial years (i.e. 2021-2022, 2022-2023, 2023-2024) ended as on 31.03.2024 must not be less than Rs. 15 Crores per annum. The turnover refers to the individual Bidder and not the composite turnover of its affiliates, subsidiaries / sister concerns or parent company(ies) etc.	ICSI/ RFP-SMS Whatsapp Solution/111 , we requested to please give relaxation on Annual average turnover	No relaxation in the eligibility criteria
9	10/I: The terms and conditions governing the tender are as under	25. Eligibility Criteria for bidding/sl. No. 9 Criteria	The bidder should have on its pay roll minimum 50 relevant technical manpower who have subject expertise for the proper execution of the contract.	ICSI/ RFP-SMS Whatsapp Solution/111 , we requested to please give relaxation on Minimum 50 technical staff	Refer Sr. No. 4 of Annexure-E " <b>Technical Bids Evaluation Criteria</b> "

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10	15/II: Scope of Work:	2	2. Campaign Management Features: The solution should include features such as campaign creation, campaign viewing, pausing/starting campaigns, campaign scheduling, callback request handling, and notifications.	Kindly clarify whether this refers to delivery status callbacks (DLRs) or to a “call me back” request from the recipient.	It refers to “call me back” request from the recipient.
11	15/II: Scope of Work:	3	3. The solution should have the facility to configure corresponding SMS for WhatsApp Messages Templates, such that if any mobile number is not registered at WhatsApp, then corresponding SMS may be sent to that Number.	Kindly clarify whether this fallback is expected as a native feature in the platform, or if a workflow-based mechanism would be acceptable.	It is a work flow based mechanism in the system. If we want to send fallback sms then we can send it otherwise we can ignore or uncheck the option.
12	15/II: Scope of Work:	6	6. Recipient Selection: Ability to select recipients/subscribers for SMS / WhatsApp campaigns and provide guidance for campaign creation.	Kindly clarify if “guidance” refers to a training/enablement support for ICSI users.	Yes
13	15/II: Scope of Work:	8	8. Template Library: Offer sample templates conforming to current market standards for instant campaign creation.	Kindly clarify if the requirement is to maintain a repository of ICSI’s approved templates (DLT & Meta), or if you expect a pre-built library of ready-to-use templates.	Both
14	16/II: Scope of Work:	17.(a., b.)	17. Reporting: Generate reports on campaign performance, including sent/open rates, bounce rates (hard bounce and soft bounce), opt-in rates, opt-out rates, click-through rates, unsubscribe, spam complaints, etc., with graphical representations. Report/Details should be generated individually campaign wise with free search based on parameters.  a. In Particular campaign search particular mobile no. (mobile no. has been sent or delivered if delivered then show open time and how many times mail opens.) b. Show campaign scheduling date and time, creation of template date and time and completion of campaign date and time along with Alert facility.	Kindly clarify if delivery and read receipts (SMS/WA) will suffice, since multiple open tracking is not natively available.	We need this in Reports as well as in the Dashboard

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15	16/II: Scope of Work:	19	19. Data Import: Support easy upload of subscriber information from various database formats via CSV, TXT, XLSX, PDF, MP4, JPEG, etc.	Kindly clarify whether the requirement is limited to structured formats (CSV/XLSX/TXT) for contact upload, or if the other file types are also mandatory.	We need it for Structured formats (CSV/XLSX/TXT) for contact upload.
16	16/II: Scope of Work:	20	20. Database Validation: Genuine typo errors (presence of punctuation errors like comma, semi colon, absence of @ symbol, etc.) and duplicates to be detected when a database is uploaded. They should be removed from the database, listed in a separate file and emailed back to the client. This is an automated mechanism.	Kindly clarify whether validation should be limited to mobile number checks (length, duplicates, DLT compliance), or if extended syntax checks (e.g., punctuation, @ symbol) are also required.	All validations are required in Mobile number checks.
17	15/II: Scope of Work:/	12	12. Broadcasting Options: Support one-to-many or one-to-one SMS / WhatsApp broadcasting as per requirements.	Kindly clarify if one-to-one messaging is limited to API/campaign pushes, or if an agent-based live chat interface is also expected.	One-to-One messaging is limited to API/campaign pushes
18	16/II: Scope of Work:/	14	14. Subscription Management: Allow recipients to subscribe/unsubscribe from SMS / WhatsApp, maintaining a suppression list for unsubscribed addresses.	Kindly clarify if maintaining suppression lists within the platform will suffice for WhatsApp, or if an automated unsubscribe workflow is expected.	Both
19	17/II: Scope of Work	31	31. Document/Image Hosting: System should offer separate options for hosting documents/images/Videos and integrating them into SMS/WhatsApp content.	Kindly clarify if hosting on the vendor's secured cloud infrastructure is acceptable, or if this must be on ICSI-owned systems.	Hosting on the vendor's secured cloud infrastructure is acceptable as per the NDA signed with successful bidder
20	9/I: The terms and conditions governing the tender are as under:/25. Eligibility Criteria for bidding:	25. Eligibility Criteria for bidding:/	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.	MOA does not mention services, it is created for the Organization as per guidelines, please allow deviation.	No relaxation in the eligibility criteria

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21	10/I: The terms and conditions governing the tender are as under	25. Eligibility Criteria for bidding/sl. No. 9 Criteria	The bidder should have on its pay roll minimum 50 relevant technical manpower who have subject expertise for the proper execution of the contract.	It is not possible to submit bio-data of > 50 or 100 resources due to Data Privacy Act, please allow us to share their names on letterhead.	Candidates Profile is required to be checked as per relevant qualification and exprience. therefore please provide names of the manpower having the subject expertise alongwith their brief profile with Educational Qualification and Work experience duly signed and stamped on the company letterhead
22	10/I: The terms and conditions governing the tender are as under	25. Eligibility Criteria for bidding/sl. No. 10 Criteria	The bidder must have valid ISO-20000-1:2011 OR equivalent Certificate, for providing Bulk SMS and WhatsApp services for information technology infrastructure.	ISO 9001 (Quality Management Systems), ISO 22301 (Business Continuity Management System), ISO 27001 (Information Security Management System) are the applicable certifications for required Messaging solutions, please allow us to share these certificates.	Applicable certificates for services mentioned in RFP may be submiited with the Bidder.

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23	11/I: The terms and conditions governing the tender are as under	26. Mandatory Requirements/ 2	<p>The bidder shall commit that the key personnel to be employed for the project have been sufficiently involved in similar implementations and that once assigned to the project will not be moved out of it, except for reasons beyond the control of the bidder or with the prior consent of the concerned ICSI official. In such case an equally competent employee shall be provided as a replacement. The resources may work on other assignments but should be available for ICSI requirements as and when required.</p> <p><b>CVs of personnel to be assigned.</b>  Certificate from the Company Chief Executive or any authorized person by the Chief Executive.  Minimum Qualifications:  1. At least 8-10 years of experience in Information Technology domain industry on Project implementations / Management / Delivery.  2. B.Tech / M.Tech / MCA  3. Experience on bulk SMS and WhatsApp Messaging solution/services/ Management.</p>	<p>"1. We understand onsite resource is not required. Please confirm on this understanding.  2. Please allow us to share CV certified by Authorised Signatory thru POA."</p>	<p>1. Vendor has to provide the support through out the contract period through any mode.  2. As per RFP.</p>
24	15/II: Scope of Work:	2	2. Campaign Management Features: The solution should include features such as campaign creation, campaign viewing, pausing/starting campaigns, campaign scheduling, callback request handling, and notifications.	Campaign once started cannot be paused, please allow deviation.	We need an option to pause the same.
25	15/II: Scope of Work:	11	11. Dynamic Delivery: Support dynamic SMS / WhatsApp personalization, addressing recipients by name (e.g., 'Dear Member/CA./Mr./Mrs./Ms. So-and-So').	Please note, template needs to be pre-approved as per guidelines for SMS & WhatsApp, only variable part can be dynamic.	Yes

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26	16/II: Scope of Work:	17.(a., b.)	<p>17. Reporting: Generate reports on campaign performance, including sent/open rates, bounce rates (hard bounce and soft bounce), opt-in rates, opt-out rates, click-through rates, unsubscribe, spam complaints, etc., with graphical representations. Report/Details should be generated individually campaign wise with free search based on parameters.</p> <p>a. In Particular campaign search particular mobile no. (mobile no. has been sent or delivered if delivered then show open time and how many times mail opens.)</p> <p>b. Show campaign scheduling date and time, creation of template date and time and completion of campaign date and time along with Alert facility.</p>	Open time and how many times opened is not possible, please allow deviation.	Slight Deviation is: Message Open time and message read or not is required
27	16/II: Scope of Work:	26	26. Backup: Provide a backup system capable of storing data for three years.	We need to purge data after 24 months as per guideline, please reduce the storing period to two years.	Tender Service time is 3 years, till the time service is going on, we need data at any point of time for RTI queries etc
28	16/II: Scope of Work:	27. infrastructure Capacity:	<p>a. Hardware Infrastructure: Ensure adequate hardware resources to handle ICSI's broadcast volume, with 24/7 availability and non-working hour maintenance.</p> <p>b. Web Compatibility: Ensure web-based application compatibility with major browsers like Google Chrome, IE, Mozilla, Safari, any upcoming latest browsers etc.</p>	We understand that no hardware needs to be deployed at ICSI premises, please confirm.	Yes
29	17/II: Scope of Work:	31	31. Document/Image Hosting: System should offer separate options for hosting documents/images/Videos and integrating them into SMS/WhatsApp content.	Please elaborate on this requirement and add field to mention commercials for this hosting in Price Bid format.	For SMS: No content hosting is required, but for whatsapp we have to send large documents by tapping attachment document. There is no separate costing required for the system, as it must be part of the system itself.



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30	20/ III. Terms and Conditions of the contract	1	1.Duration of Contract Contract shall be initially for a period of Three (03) years subject to evaluation of the performance on yearly basis. The rates quoted shall remain valid till three years from the start date of contract. In case on annual review, it is perceived by the Institute that the firm's previous year's performance is not satisfactory, it may terminate the contract with one month notice on the completion of the year of service. The Institute has to issue the termination notice within one month of the completion of the yearly maintenance otherwise the contract will automatically stand valid.	Please allow increase or decrease of rates due to uncontrollable factors which are outside the purview of bidder. Ex. Meta / Regulatory / Govt. etc. We will discuss and arrive at revised rates at such time.	No relaxation in the eligibility criteria

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31	21/III. Terms and Conditions of the contract	4	<p>4. Liquidated Damages / Penalty Terms:</p> <p>• 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 :</p> <p>☐ 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;</p> <p>☐ 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;</p> <p>☐ 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.</p> <p>☐ The Competent Authority of the ICSI may impose</p>	<p>1. Liquidated Damages and Penalty is too high. Kindly reduce it . Kindly exclude the uncontrollable factors.</p> <p>2. Please allow deviation due to uncontrollable factors which are outside the purview of vendor. Ex. Regulatory / Meta / Govt. / Natural Calamity etc.</p>	No relaxation in the eligibility criteria

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32	23/III. Terms and Conditions of the contract	14	14. COMPENSATION: In case of any damage or loss caused to the Institute due to breach of term or condition of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the Service Provider or its staff, the bidder(s)/vendor shall be liable to compensate the loss cause to ICSI and to pay damages. The Institute shall have right to adjust the damage / loss suffered by it from the security deposit / earnest money deposit / bank guarantee and / or to charge penalty as decided by the Institute. Decision of the Institute in this respect shall be final & binding.	Please either remove or modify the clause that the amount due to the ICSI shall be determined by an appropriate court or authority or mutually by Parties and Kindly consider to omit set-off provision considering we should be paid for the services already rendered. Any other pending dues is proposed to be settled separately.	No relaxation in the eligibility criteria
33	24/III. Terms and Conditions of the contract	20	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.	We will quote commercials as per Scope of Work defined in this RFP, for additional requirements, please allow mutual discussion to arrive at cost to be taken from ICSI.	No relaxation in the scope of work
34	24/III. Terms and Conditions of the contract	19	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.	We do not have to assign dedicated onsite resource, hence sitting arrangement is not required from ICSI. Please confirm.	If required (training session or any activities) then we will provide sitting facility for the same.

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35	25/III. Terms and Conditions of the contract	23 : General	<p>(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.</p> <p>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</p>	kindly make this clause mutual as we will be sharing confidential information also regarding our platform	All information is held Confidential at ICSI.

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36	26/III. Terms and Conditions of the contract	23 : General	<p>(j) Defect Liability Period:</p> <p>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.</p>	kindly remove this clause as we not supplying any material or item	No relaxation in the Terms and Conditions of the contract
37	26/III. Terms and Conditions of the contract	23 : General	<p>(k) Force Majeure</p> <p>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.</p> <p>"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.</p>	Kindly consider to include Epidemics under the Force Majeure event. Also the customer shall immediately clear the amount due for the services already rendered till the date of force majeure event	No change in Clauses of Force Majeure

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38	26/III. Terms and Conditions of the contract	23 : General	<p>(1)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 loses, damages, costs, charges and expenses which the ICSI may reasonably incur or suffer and to indemnify and keep indemnified the ICSI in all respects.</p> <p>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.</p> <p>The indemnified party shall give the indemnifying</p>	Indemnity is unilateral/kindly please restrict the indemnity to third party claims only. kindly please consider to include Bidders indemnification in case of content breach by ICSI as the content pushed through our platform cannot be accessed by us.	No relaxation/change/modification in Terms and Conditions of the Tender
39	29/PART B	Annexure- A	Address of offices at Mumbai, Chennai, Delhi/NCR, Kolkata of the Company	We do not have office in Kolkata, this solution doesn't require local office presence, our resource can visit as and when required, please allow deviation to this point.	No Change in Part B
40	37/Technical Bids Evaluation criteria	Annexure-E	<b>Heading :</b> Bidder's self-marking except 6 & 7	Please check there is no 7 in this format.	Please read it as : <b>"Bidder's self-marking except 6."</b>

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41	39	Annexure-F	<p>FORCE MAJEURE</p> <p>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.</p> <p>"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.</p>	Kindly consider to include Epidemics under the Force Majeure event. Also the customer shall immediately clear the amount due for the services already rendered till the date of force majeure event.	No change in Clauses of Force Majeure

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42	41	Annexure-F	<p>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.</p> <p>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</p>	kindly make this clause mutual as we will be sharing confidential information also regarding our platform.	No Change in Confidentiality Clause



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43	41	Annexure-F	<p>(k) Liquidated Damages / Penalty Terms</p> <ul style="list-style-type: none"> <li>Penalty for Deficiency of Service or Misconduct or Breach of Condition of Contract: :</li> </ul> <p>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 :</p> <p>☐ 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;</p> <p>☐ 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;</p> <p>☐ 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.</p> <p>☐ 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,</p>	<p>Liquidated Damages and Penalty is too high. Kindly reduce it . Kindly exclude the uncontrollable factors.</p>	<p>No relaxation/modification in Liquidated Damages / Penalty Terms</p>

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44	42	Annexure-F	<p>(m)Indemnity: The Service Provider shall be solely liable for and shall indemnify ICSI, its officers, servants, employees and agents against all liabilities, losses, claims and expenses of any nature, legal cost whatsoever arising from any personal injury or illness (including death) of any nature whatsoever and any penalty, loss, damage or destruction to any property whether real or personal where such liability arises out of or in connection with the rendering of the Services under the Contract whether under common law, under statute or otherwise. The Service Provider shall indemnify and keep at all times indemnified the ICSI against any loss or damage that the ICSI may sustain directly or indirectly as a result of the failure or negligence of the Service Provider or its employees to faithfully carry out its obligations under Contract and further to pay for all loses, damages, costs, charges and expenses which the ICSI may reasonably incur or suffer and to indemnify and keep indemnified the ICSI in all respects.</p> <p>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.</p> <p>The indemnified party shall give the indemnifying</p>	kindly please consider to include Bidders indemnification in case of content breach by ICSI as the content pushed through our platform cannot be accessed by us.	No Change/Modification in Indemnity clause
45	15/II: Scope of Work:	3	3. The solution should have the facility to configure corresponding SMS for WhatsApp Messages Templates, such that if any mobile number is not registered at WhatsApp, then corresponding SMS may be sent to that Number.	This is available in API, deflector API or they can create journeys.	We need it for API as well as one to one whatsapp message sending by selecting whether we want fall back sms or not.

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46	15/II: Scope of Work:	4	4. A hierarchy of users should be created, with one (1) Super Administrator User responsible for user administration. After a group is created, it should be possible to add, delete, or modify users within the group."	Can we get more details with examples?	<b>Super Administrator</b> - (can access all the information and create/modify/delete users). <b>Administrator</b> - (can access all the users report). <b>Users</b> (can access only his/her reports).
47	15/II: Scope of Work:	8	8. Template Library: Offer sample templates conforming to current market standards for instant campaign creation.	This is not available by default in product, but we can share few samples.	Ok
48	16/II: Scope of Work:/	14	14. Subscription Management: Allow recipients to subscribe/unsubscribe from SMS / WhatsApp, maintaining a suppression list for unsubscribed addresses	Unsubscriptions available for WhatsApp. For SMS unsubscription we have to build in custom.	Yes, it is required as per scope.
49	16/II: Scope of Work:/	15	15. Logging and Distribution: Maintain detailed logs and distribution records, accessible till the contract lasts.	We have standard data retention in product.	Successful bidder has to maintain the records during the entire contract period.
50	16/II: Scope of Work:/	19	19. Data Import: Support easy upload of subscriber information from various database formats via CSV, TXT, XLSX, PDF, MP4, JPEG, etc.	We support CSV format only.	Format is acceptable.
51	16/II: Scope of Work:/	24	24. Integration with Stakeholder Database: System must have the capability to integrate ICSI database through API or Sync ICSI databases from the location through bulk upload.	Please elaborate.	Option in the proposed system for integrate the ICSI databases from the location through bulk upload.
52	17/II: Scope of Work:	32	32. System should put in place a mechanism for regular intimation of de-provisioned/erroneous numbers which can then be eliminated from the list of recipients, thereby increasing the percentage of accurate deliveries.	For SMS we can share the same offline. For WhatsApp the billing is on delivered, still the data is required ?	Yes.
53	17/II: Scope of Work:	35	35. The above list is not exhaustive. ICSI can ask to include more facilities other than listed above depending upon user convenience or business needs.	Any change in scope/requirement needs to be discussed and there could be a commercial aspect of the same.	As per RFP.

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54	49/Annexure - G(1)	G(1)	<p>Details of Hierarchy of Mass SMS of Campaign Management</p> <p>Sl. No. Module Key Features</p> <p>1 Dashboard • Last Campaign Overview: Date, Time, Size, Execution %, Status</p> <ul style="list-style-type: none"> <li>• Campaign Status: Daily campaign list with unique IDs</li> <li>• Notification of Next Scheduled Campaign: Date, Time, ID</li> <li>• Quick Campaign: Test SMS with Header ID, Mobile Number, SMS Text</li> </ul> <p>2 Campaign Management • Manage Campaign: Filter by name, department, date range</p> <ul style="list-style-type: none"> <li>• New Campaign: Type, Termination, Name, Category</li> <li>• Blacklist Numbers, Schedule Date &amp; Time</li> <li>• Add Recipients: Manual, File Upload, Group</li> <li>• Define Sender &amp; Template, Test Message</li> <li>• Buttons: Reset, Save, Execute</li> </ul> <p>3 Group Management • Add Group: Name, File Type, Manual Entry, Upload (xls/txt)</p> <ul style="list-style-type: none"> <li>• Country Code Selection for International</li> <li>• Manage Group: Create, Edit, Delete</li> </ul> <p>4 Template Management • Add Template: Type, Department, Category, Content Type</p> <ul style="list-style-type: none"> <li>• Template Name, Sender Name, DLT Template ID</li> <li>• Template Text (160+ characters), Reset/Submit</li> <li>• Manage Template: View/Edit/Delete, Status,</li> </ul>	<p>1. Department wise bifurcation is not available. Customers can use tag features for flagging departments.</p> <p>2. In SMS reports size does not come.</p> <p>3. For Group Management, they can use our List management feature.</p>	Ok
55	30/Annexure B1	Form II(a): TECHNICAL DETAILS	2 SMSC Integration: Bidder should support integration with the client's SMS Gateway (e.g., ICSI).	Can you please confirm the SMS needs to be processed from Netcore connectivity or different connectivity?	Vendor's Connectivity

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56	15/II: Scope of Work:		<b>II: Scope of Work:</b> 8. Template Library: Offer sample templates conforming to current market standards for instant campaign creation. 17. Reporting: Generate reports on campaign performance, including sent/open rates, bounce rates (hard bounce and soft bounce), opt-in rates, opt-out rates, click-through rates, unsubscribe, spam complaints, etc., with graphical representations. Report/Details should be generated individually campaign wise with free search based on parameters. 19. Data Import: Support easy upload of subscriber information from various database formats via CSV, TXT, XLSX, PDF, MP4, JPEG, etc. 20. Database Validation: Genuine typo errors (presence of punctuation errors like comma, semi colon, absence of @ symbol, etc.) and duplicates to be detected when a database is uploaded. They should be removed from the database, listed in a separate file and emailed back to the client. This is an automated mechanism. 26. Backup: Provide a backup system capable of storing data for three years.	8. There is no template library but can use AI to build one based on a requirement 17. campaign wise data avl through use of tags 19. CSV and xlsx are only allowed for data upload 20. database validation is not there 26. backup is kept for 3 months	8.Ok 17. Ok 19.Ok 20. Ok, but billing is done on sucessfull delievery in sms and whatsapp services 26. Backup is needed till the expiry of the contract.
57	31/Form II(a) : For TECHNTCAL DETATLS	WhatsApp/6	6 Throughput Capacity Minimum 1000 messages per second (MPS) with scalability options.	max throughput capacity 850tps - Kindly consider the same.	ok
58	General		RFP Document	Netcore's total liability shall be limited to 3 months fees or INR 5,00,000, whichever is lesser. However, this limitation will not apply for any claims made by Meta Platforms Ireland Limited on a Party for any breach of condition and obligation prescribed by Meta.	No Change/Modification in RFP Document
59	29/PART B	Annexure- A	2 Address of offices at Mumbai, Chennai, Delhi/NCR, Kolkata of the Company	Jurisdiction is currently Kolkata. Netcore can suggest to keep both Kolkata and Mumbai, as the Parties are in different jurisdictions.	No Change/Modification in Annexure-A of the Tender

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60	33/Form (bl: Eligibility Criteria Details)	10	<p>10. The bidder must have valid ISO-20000-1:2011 OR equivalent Certificate, for providing Bulk SMS and WhatsApp services for information technology infrastructure. ☐</p> <p>Self-attested photocopy of the document to be enclosed.</p>	This certificate is redundant as the solution needs more security, there y we suggest to remove this clause and add ISO 27001 as a requiremnt	Bidder nneds to submit applicable Certifications for services mentioned in RFP.