



ICSI/RFP/Bulk Mail/2019

15th May, 2019

**Request for Proposal (RFP)
For
Procurement of Bulk MAIL Solution/Service**

Important Date & Information		
1	RFP Publish Date	15 th May, 2019
2	Cost of RFP	Rs.590/- (Rs.500 + 18% GST) (Rupees Five Hundred and Ninety Only)
3	Earnest Money Deposit	Rs. 98,000/- (Rupees Ninety Eight Thousand only)
4	Last date and time for Sending Pre-Bid Queries in writing	All queries has to be send at rfpbulkemail@icsi.edu by 2:00 PM on 23 rd May, 2019.
5	Pre-Bid Meeting date, time & venue	24 th May, 2019 at 11:00 AM Venue : ICSI House, C – 36, (4 th Floor) Sector 62, Noida – 201309
6	Bid Validity	180 days from the date of opening of bids
7	Last Date of Submission of Bids	4 th June, 2019 at 2:00 PM
8	Address for submission of Bids	The Institute of Company Secretaries of India, ICSI House, C – 36, (Ground Floor: Tender Box), Sector – 62, Noida – 201309
9	Date, time & Venue of opening of Technical Bids.	4 th June, 2019 at 3:00 PM The Institute of Company Secretaries of India, ICSI House, C – 36, (5 th Floor) Sector – 62, Noida – 201309
10	Date and time of opening of commercial bids.	Will be intimated in due course to technically short listed bidders only
11	Contact details	Dr. Nikhat Khan, Director (IT), ICSI, Tel. No.:0120-4082019 Email Id: nikhat.khan@icsi.edu. All pre-bid queries has to be send at rfpbulkemail@icsi.edu
12	Institute Website	www.icsi.edu

Statement of Confidentiality

The information contained in this RFP Document or subsequently provided to Bidder(s) whether verbally or in documentary form by or on behalf of Institute of Company Secretaries of India (hereinafter "ICSI" / "Institute") or by any of their employees or advisors, shall be subject to the terms and conditions set out in this RFP Document and all other terms and conditions subject to which such information is provided. The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP Document does not purport to contain all the information each Bidder may require. This RFP 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 RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP 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 RFP document. ICSI may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

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**THE INSTITUTE OF
Company Secretaries of India**
भारतीय कम्पनी सचिव संस्थान
IN PURSUIT OF PROFESSIONAL EXCELLENCE
Statutory body under an Act of Parliament

Request for Proposal (RFP)
For
Procurement of Bulk MAIL Solution/Service

1. INTRODUCTION:

The Institute of Company Secretaries of India (ICSI / Institute) is a statutory body constituted under an Act of Parliament i.e. the Company Secretaries Act, 1980 for the regulation and development of the profession of Company Secretaries. It is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India, and its Headquarters is located at "ICSI House", 22 Institutional Area, Lodi Road, New Delhi-110 003. Some of the Directorates of the ICSI are functioning from its Noida Office at "ICSI House", C-36, Sector - 62, Noida, Uttar Pradesh-201309

The Institute is governed under (i) Company Secretaries Act, 1980; (ii) Company Secretaries Regulations 1982 as amended from time to time and the Rules framed there under by the Central Government.

The Institute is the only authorized 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 professionals 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 Secretary-ship on All India basis and awards the certificate bestowing the designation of Company Secretary (CS) to a candidate qualifying for its membership.

The major contribution of Company Secretary (CS) is in the corporate sector. Company Secretary (CS) is an important profession aiding for the efficient management of the corporate sector. Company Secretary (CS) has to interact, coordinate, integrate and cooperate with various functional heads in a company.

ICSI uses bulk email through a web-based solution for sending information to its stakeholders across the globe.

ICSI invites Request for Proposal (RFP) from interested bidders' for the Procurement of "**Bulk MAIL Solution/Service**" as per enclosed Tender document. Sealed RFP are invited by the ICSI for "**Procurement of Bulk MAIL Solution/Service**" for its office at "ICSI House", C-36, Sector - 62, Noida, Uttar Pradesh-201309 or any other offices.

DEFINITIONS

- i) The “ICSI” / “Institute” means THE INSTITUTE OF COMPANY SECRETARIES OF INDIA, New Delhi.
- ii) The “Contract” means **Procurement of Bulk MAIL Solution/Service**, which the bidder is required to provide to the ICSI under the Contract through this RFP.
- iii) “Bidder” or “Tenderer” means the agency/firm that is engaged in the business of **Procurement of Bulk MAIL Solution/Service for ICSI** and applies in response to this notice inviting RFP.
- iv) “Vendor” mean the successful bidder who is engaged by ICSI to **Procurement of Bulk MAIL Solution/Service for ICSI** through this RFP process by entering into the contract with the ICSI.
- v) The words “**Bid**”, “**RFP**”, “**Quotation**”, “**Tender**” to be read intra alia and the words have been used inter-changeably. Therefore the words may be understood and interpreted correctly as may be best applicable.
- vi) The words “**Bidder**”, “**Tenderer**” to be read intra alia and the words have been used inter-changeably. Therefore the words may be understood and interpreted correctly as may be best applicable.
- vii) The words “Contract”, “Agreement”, “Order” to be read intra alia and the words have been used inter-changeably. Therefore the words may be understood and interpreted correctly as may be best applicable.
- viii) “Party” means ICSI or Vendor individually and “Parties” shall mean ICSI and Vendor collectively.
- ix) “Letter of Intent” means the communication of the intention of the ICSI to the vendor for the award of work read with tender documents.
- x) “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.

The terms and conditions governing the RFP are as under:

1. The RFP document may be obtained during working hours from **15th May, 2019 to 4th June, 2019 (till 01.00 PM) on all working days of ICSI-HQ on payment of Rs.590 /- (Rs.500 + 18% GST)** from the Reception Counter of the Institute on cash payment or by submitting a demand draft in favor of “**The Institute of Company Secretaries of India**”, payable at New Delhi.
2. The tender document can also be downloaded from the website of the Institute (www.icsi.edu) for which bidder would be required to enclose a demand draft of **Rs.590/- (Rs.500 + 18% GST)** towards the cost of the tender document along with their quotes, failing which the tender shall not be entertained and 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 correct.

3. **Please Note both Technical Bid and Commercial Bid need to be submitted together but in separate envelope. No separate communication in this regard will be entertained.**
4. The **BID** should comprise of two sealed covers. The First sealed cover should contain "**TECHNICAL BID**" **PART A** (i.e. Cost of RFP and EMD, stamped and signed on each page of the RFP Document, technical details as per the requirements in this RFP along with literature, pamphlets, drawing etc. **and soft copy in USB Drive / CD**). The Second sealed cover should contain "**COMMERCIAL BID**" **PART B** with **Soft Copy in excel format as per the Commercial Bid Format in USB Drive / CD**. Both the sealed envelopes bearing No. 1 and 2 are to be put in the **main envelop i.e. Envelop No.3** duly super-scribed "**Bid for Procurement of Bulk MAIL Solution/Service for ICSI**".
5. The sealed RFP are to be submitted in prescribed format on Bidder's business letter head duly stamped, dated and signed on each page of the RFP as unconditional acceptance to the terms prescribed by the ICSI therein. Details/supporting documents wherever applicable, if attached with the bid should be fully authenticated by the Bidder/s.
6. **Earnest Money Deposit (EMD)**
 - i. The Earnest Money Deposit (EMD) of **Rs. 98,000 (Rupees Ninety Eight Thousand only)** in the form of Demand Draft/pay order drawn in favor of "**THE INSTITUTE OF COMPANY SECRETARIES OF INDIA**" payable at New Delhi only is to be submitted along with the bid.
 - ii. RFPs received without the prescribed Earnest Money Deposit (EMD) shall not be entertained and shall be rejected summarily.
 - iii. The EMD of the successful bidder can either be converted as part of the performance security on request of the bidder or will be refunded after receipt of Performance Guarantee/Security. In case the selected bidder opts to convert the EMD to be part of the performance security, balance amount towards the performance security will be submitted by the selected bidder/ vendor with the ICSI in the form of bank guarantee from scheduled bank immediately within 7 days of issue of work order but before execution of the agreement. The EMD of the unsuccessful bidders will be refunded without any interest/Bank commission/collection charges within 30 days after award of the contract / work order to the successful bidder.

(Note: 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).
7. Rates should be quoted both in figures as well as in words in legible manner. In case of any anomaly in arithmetic calculation found in the price Bids, ICSI reserves it right to recalculate the total Bid-price based on correct arithmetic calculation. While re-calculating the Bid-price, ICSI may apply formula which is beneficial to the Institute and the decision on the same shall be binding on the bidders. This re-calculated Bid-price shall be taken into

account for final selection of the successful bidder. If the rates quoted in words & figures are at variance, the lowest of the either will be taken as final.

8. Rate quoted in the bid shall expressly be inclusive of all statutory taxes, fees, cess, duties, levies, charges and any other statutory components (net to ICSI) except GST which shall be shown separately. It should clearly indicate the base price inclusive of all statutory taxes, fees, cess, duties, levies, charges and any other statutory components except GST which should be shown separately.
9. 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.
10. **Technical Bid containing commercial details will lead to rejection of Bid** without any further notice to the bidder. Bidders shall ensure that commercial documents are properly filled up and sealed separately as instructed above. The bidder must ensure that price is not revealed in any form or by any reason in the technical bid, otherwise bid shall be rejected without any further notice to the bidder.
11. The ICSI reserves the right to reject or accept any or all bids without assigning any reasons. If too many bids are received satisfying the Technical Bid criteria, ICSI may apply any criteria for screening the bids to restrict the list of technically qualified bidders to any number deemed suitable by it. ICSI also reserve its right to cancel or withdraw the whole RFP process at any stage without assigning any reason thereof, thus occurring no liability to any of the Bidders.

The sealed Request for Proposal duly superscripted, “**Procurement of Bulk MAIL Solution/Service**”, should be addressed by name to the Officiating Secretary, ICSI and sent at the Institute’s address given below either by registered post/speed post/or by dropping in the tender box placed at Ground floor of ICSI’s Noida Office & should reach on or before the due date.

Address:

The Officiating Secretary
The Institute of Company Secretaries of India,
ICSI House, C-36, (**Ground Floor: Tender Box**)
Sector 62, Noida,
Uttar Pradesh - 201309.

The ICSI will not be responsible for any postal delays. Bid/Application received after the stipulated date and time shall not be entertained. Bid/Application through e-mail is not valid. The ICSI reserves the right to accept or reject any or all the applications without assigning any reasons, whatsoever.

NOTE: Please note that no separate communication will be sent in this regard. In the event of due date being a closed holiday or declared holiday for Central Government Offices, the due date for opening of the bids will be the following working day at the appointed date, time and venue.

Date: 15th May, 2019

(Amit Kumar Ghosal)
DIRECTOR (Purchase & Stores)

2. SCOPE OF SERVICES

Broad scope of the project but not limited to be as follows:

Pre-requisites of Bulk Mail Services/Software

The pre-requisite for the full installation of Bulk Mail Services / Software is as follows:

Bulk Mail Compatibility: The Software should facilitate to send Bulk Mail by providing a user-Interface through which the user can provide the message as per global MAIL Text standards along with images in various position of mail content and attachment and provide the interface to upload the list in Excel format (*.XLS / *.CSV) or text format (*.TXT) for email ids to whom Mail is to be sent.

Other requirements regarding Scope of work

An overview of the work covered by this tender is given below:

1. Provide the web-based Mail facility to ICSI
2. The content editor should have the facility to convert the mail contents to HTML format and vice versa.
3. Multiple dedicated User ids with privileges to access different groups and associated user logs/summary.
4. The system should provide the authentication functionalities (multi-factor authentication, if, necessary) and create, modify and send mails to the group/groups according to the Permission level.
5. Creation of hierarchy of users with one super administrator user for administration of users. After creation of a group, subsequent additions or deletions or modifications to any group should be possible.
6. Group Mail
7. Facility to incorporate the images in various position of mail content and attachment(s) (allow for all formats like .pdf, .doc, .txt, .xls etc.)
8. Facility for email Blacklist to Whitelist at user end.
9. Services: the company will ensure on daily basis that complete Mail system of ICSI is working fine. In case any kind of problem relating to the Mail system is reported by ICSI, the same shall be resolved within 2 hours from the time of lodging complaint.
10. The software is unusable, resulting in total disruption – remedial service shall be provided by the company within 8 hours.
11. Ensure that the mobile numbers as provided by the ICSI is protected and not shared with any third party or self.
12. In case vendors use the data of the Institute for marketing or product promotions and the Institute receives any stakeholder's complaints on this, vendor will be liable under applicable legal or commercial terms and if there is any cost implication at our end on this, these will be transferred 100% to the vendor.
13. All payment to be made on submission of invoice on monthly basis which will be subject to the deduction of tax at source wherever applicable as per the provisions of the Income Tax Act, 1961.

14. There should be user reports and simple action that can be taken based on such user reports.
15. No other costs, payments and expenses would be borne by the ICSI.
16. No advance payment will be made.
17. Provision of Test MAIL option for approval
18. Preview of Mail before sending
19. Preview of Mail in various browsers and ISP mailboxes
20. Scheduling Mail to later date and time
21. Customized Mail facility
22. Importing data from CSV and txt format
23. Automatic delete option for duplicate Email id's in the list
24. Tracking of all emails through individual Email id.
25. Online access to all the reports including customized reports as desired by ICSI.
26. Downloading Options for all the Reports
27. Report Exporting In CSV format
28. The successful bidder shall provide the MIS reports for all the bulk Mail date wise in a prescribed format on a monthly basis and whenever required.
29. Whenever required by ICSI, successful bidder should be able to provide additional reports in a pre-specified format.
30. **Event Based Triggered Mail:** Automatic Mail based on certain trigger using APIs
31. Support Option for 24X7 support (Online/Offline) Regular sessions for discussing the improvement in mailing performance Priority will be given to the software products that support API integration as an enhanced feature of the software.
32. The software that is required to be used for the purposes as envisaged under RFP shall be genuine and registered software and not a pirated version of any nature. Bidder 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 or providing the Services under this RFP.

3. ELIGIBILITY CRITERIA

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

Sl. No	Criteria	Documents / Information to be provided in the submitted proposal
1.	The bidder must be incorporated and registered in India under the Indian Companies Act 1956 or 2013 and should have been operating in India	Certificate of Incorporation / Copy of Registration Certificate (s)
2.	Copy of Articles of Association and Memorandum of Association.	Documentary proof to be submitted
3.	The bidder must be a profit making company since the last three financial years: (2017 – 2018, 2016 – 2017, 2015 – 2016)	Audited P&L statement and Balance sheet of all the three years i.e. 2017 – 2018, 2016 – 2017, 2015 – 2016.
4.	Average Turnover of three Financial Years (i.e. 2017 – 2018, 2016 – 2017, 2015 – 2016) collectively should not be less than INR 5 Crores.	Audited P&L statement and Balance sheet of all the three years i.e. 2017 – 2018, 2016 – 2017, 2015 – 2016.
5.	Power of Attorney / Board Resolution for signing the bid, letters etc. on behalf of the Bidder.	Power of Attorney in favor of the Authorized Signatory by the Competent Authority of the Bidder.
6.	The bidder should have on its pay roll minimum 50 relevant technical manpower for the proper execution of the contract.	Declaration from Authorized Signatory on the Bidder's Business Letter Head.
7.	The Bidder must have not been blacklisted by Central/ State Government Ministry/ Department/ PSU/Government Company. The Bidder must not be under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice with any Indian Central/ State Government Ministry/Department/ PSU/ Government Company in last 5 years.	Declaration from Authorized Signatory on the Bidder's Business Letter Head.
8.	The Bidder/Applicant 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 in any country.	Declaration from Authorized Signatory on the Bidder's Business Letter Head.

9.	Bidders should have support office operational in the Delhi-NCR	Relevant address proof (Electricity Bill, Rent Agreement) for the same to be provided. The same may be verified by ICSI at any time.
10	The Bidder must have at least 5 years experience of sending web-based Bulk Mail sending facility to Customer in India and abroad.	1. 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.
11.	Bidder must be in possession of valid PAN, ISO Certificate, GST Certificate, at the time of bidding.	Self-attested photocopy of the documentary proof to be submitted

4. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY:

The following 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 summarily rejection or cancellation of its RFP.

1. A copy of Certificate of Incorporation from Registrar of Companies or constitution document from competent authority in case of foreign companies signed by the Company Secretary / authorized signatory of the Bidder Company.
2. Copy of Articles of Association and Memorandum of Association.
3. Audited Annual Financial Statements of the Company for last three financial years, i.e. Year 2017-18, 2016-17 and 2015 – 2016.
4. Details of Authorized Signatory including attestation of the signatures of the Authorized Signatory by the company's bankers or from the competent authority.
5. Certificate regarding Bidder not being declared bankrupt / insolvent from Chartered Accountant / Company Secretary of the bidder.
6. Composition of Board of Directors.

5. Evaluation of Technical Proposals

- a. Proposals which are not supported by adequate proof / Supplementary documents will not be evaluated.
- b. The Evaluation Committee shall evaluate the Technical Proposals only for those bidders who satisfy the eligibility criteria. The Technical proposals which are unsigned and incomplete shall not be evaluated. The technical proposals will be evaluated on the basis of their responses. Evaluations will be based on documentary evidence submitted by the bidder with respect to selection criteria. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP.
- c. During the process of evaluation of the technical proposal, the bidder might be required to make presentation on its Proposal covering Experience/Technical Proposal including Understanding about the project, Implementation Methodology, Team Composition. In case presentation is required, the date and time of the presentation / interactions will be intimated individually.

6. GENERAL TERMS & CONDITIONS

1. Bidders must ensure that all the pages in the bid document should have page no. and authenticated by authorized Person.

2. Hard copy and **soft copy (in USB/Pen Drive/CD)** of RFP must be submitted in a sealed cover.
3. The Bidders are advised to study the requirements of the Institute in details before submitting their bid and the presentation.
4. The Bidder shall be invited for a presentation of their solution subsequently.
5. Based on the technical presentation, the proposed solutions would be evaluated by a committee of ICSI constituted for the purpose. The committee will finalized some of the proposed solutions as feasible/suitable and meeting ICSI requirements.
6. Bidder shall not use or disclose any Confidential Information of the ICSI except as specifically contemplated herein. For purposes of this RFP "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.
7. **Bids submitted by the bidders in response to this RFP shall have to remain valid for 180 days from the date of opening of bids.** If required, ICSI may ask extension of bid validity as suitable from the bidders and in that case the bidder either may opt out of the bid or may extend the bid as required.

7. Bid Preparation

a. Format and Signing of Bids

- The bidder shall prepare required number of copies (original plus one copy) of the bid and shall clearly mark each “**Original Bid**” or “**Copy of Bid**” as appropriate. In the event of any discrepancy between them, the original shall govern.
- The original and the copy of the bid shall be typed or written in indelible ink and shall be signed and sealed by the bidder or a person duly authorized to bind the bidder to the bid. The person(s) signing the bid shall initial all pages of the bid with company seal, except for un-amended printed literature.
- **The page numbers should be marked on each page of the Bid** with flag for each document which are mandatory to fulfill the eligibility criteria along with supplied documents.
- The Bids without the seal and signatures of the bidder’s authorized signatory in all pages of all documents are to be disqualified.
- The complete bid shall be without alteration or erasures, except those accorded with instructions issued by ICSI or as necessary to correct errors made by the Bidder, in which case such corrections shall be authenticated by the person or persons authorized to sign the bid.

b. Format for Queries: For any query related to bids, clarification from ICSI can be sought in the following format:

Name of the Project:

Name of the Bidder:

S.NO	Page No	Queries

Signature:

Name of the authorised Signatory:

Company seal:

Note: All the queries should be sent in this format in MS-word only to: rfpbulkemail@icsi.edu.

No other format is acceptable apart from this format.

In order to simplify the review process and to obtain the maximum degree of comparability, the proposal shall include the following items and be organized in the manner specified on the following pages.

c. Letter of Transmittal: A letter of transmittal briefly outlining the bidder's understanding of the work shall be submitted. The transmittal letter should also include general information regarding the firm and individuals involved.

- d. Profile of the Bidder:** Bidders are required to furnish the details of the bidder in the format prescribed as under:

S No	Particular	Response
1	Company Name	
	Legal Name (if different)	
	Full Mailing Address	
	Telephone Number	
	FAX Number	
	Web site	
	Years in Business	
	Year of establishment	
2	Details of Indian Establishment	
	Registered Office address	
	Year of establishment	
3	Head of the Indian establishment	
	SPOC (Single point of Contact)	
	Mobile	
4	E-mail	
	Whether registered with Registrar of Companies. If so, please furnish details thereof (Attach certificate of incorporation)	
5	Registration with Tax authorities (PAN)	
	GSTIN	
6	Audited Turnover in last three years (2017 – 2018, 2016 – 2017, 2015 – 2016).	
	7	Number of clients
8	Number of technical/support personnel	

- e. Details of the projects executed:** Please include details of three similar nature projects executed in last five years ended as on 31st March, 2019.

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	Duratio n	Status (on going / Completed)

- f. Details of Key personnel of Bidding firm:**

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

g. 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:

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

h. Acquaintance with Existing process

- Each BIDDER is expected to get fully acquainted with the existing process / applications and related factors, which would have any effect on the performance of the contract and /or the cost.
- The BIDDER is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of Letter of Intent/Award as described in the bidding documents.

i. Parts of the Technical Bids

- **PART-I: Cost of RFP and EMD** to be placed inside an Envelope to be super scribed as Cost of RFP and EMD.
- **PART-II: Technical Bid Documents - [Part 'A' Technical Bids](#)** along with literature, pamphlets, drawing etc., duly signed and stamped on each page of this RFP Document with all corrigendum (if any). **Original plus one copy (total two hard copies) and one soft copy in usb/cd of TECHNICAL BID** complete with all technical details with all supporting documents to be placed inside an envelope needs to be super scribed as **“Technical Bid”- Do not open before date and time given in important date section.**
- The envelopes containing Part-I and Part-II of Technical Bid shall be enclosed in a larger envelope duly sealed and marked as Response

to Request for Proposal (RFP) with title and reference number, and a statement "To be opened by addressee only" and the name, address, Telephone Number, Email ID of the Bidder. The Outer envelope sealed and should be addressed to

To,
The Officiating Secretary,
The Institute of Company Secretaries of India,
ICSI HOUSE, C-36 (Ground Floor),
Sector-62, Noida, Uttar Pradesh – 201309

- This RFP Document duly signed on all pages as acceptance of terms and conditions by the bidder.
- Proposal covering letter must be signed in the Bidder's name by a representative of the Bidder authorized to commit the bidder to contractual obligations. All obligations committed by such signatories must be fulfilled.
- Please note that ICSI will not be responsible for in case there is a discrepancy between the hard copy and the soft version of the bid submitted by the bidders. In such case, hard copy of the bid will be taken into consideration and shall be treated as authentic.
- The outer and inner envelopes shall indicate the name, address, email and phone number of the bidder to enable the bid to be returned unopened in the case it is declared "late" pursuant, and for similar purposes.
- If the outer envelope is not sealed and not marked as above, ICSI will bear no responsibility for the misplacement or premature opening of the Bid.
- Only detailed complete bids in the form indicated above received prior to the closing time and date of the submission of bids shall be taken as valid.
- Bids sent through Telex/Telegrams/Fax/e-mail will not be acceptable.
- Bidders submitting any bids in person will also be accepted, however, those bids must be dropped in the Tender Box kept at **Ground Floor at C-36, ICSI House, Sector 62, Noida, Uttar Pradesh - 201309.**
- Bids should reach ICSI on or before the last date mentioned in the important dates section by registered post or speed post or courier or submit in person. ICSI will not be responsible for any postal delays and bids received after stipulated date and time, shall not considered.
- Bids are liable for rejection if they don't comply with the above mentioned norms regarding sealing, signing, proper packing & submission without any further reference to the bidder.

- The technical proposal should address the following at the minimum:
 - Takeover plan and methodology
 - Operations plan and methodology
 - Quality parameters of the deliverables
 - Daily, weekly and monthly MIS
 - Value additions to the existing solution implemented at ICSI
 - Escalation matrix up to CEO level along with name, designation, mobile no, email id, landline numbers.

8. Opening of Bids

ICSI will open bids at time mentioned at important Information sheet. BIDDER's representative (only one) with proper authorization must attend the opening at ICSI. Technical Bid will be considered for those BIDDERS whose bids shall meet all the eligibility criteria mentioned in the Technical Bid documents.

9. Bid Evaluation Criteria

a. The following are the conditions, which are to be necessarily fulfilled, to be eligible for technical evaluation of the proposed solution:

- **Part I (Bid Security)**

Bid without valid Cost of RFP and EMD shall not be entertained.

- **Part II (Technical Bid)**

The Evaluation Committee would evaluate the Technical Bid. Bidders should be ready to give any clarification asked by the evaluation committee. One Representative with proper Authorization from the Bidder must be present during the opening and Evaluation of the Technical Bid Documents. If there is no representative of the Bidder available during the opening and Evaluation of Technical Bid Documents, ICSI will not entertain any complaint/grievance afterwards. Authorized representatives of the Bidder should also carry Business Letter Head and Rubber Stamp with them.

b. Opening and Evaluation of Technical Bids:

- The Evaluation Committee would evaluate the technical bids. BIDDER's should be ready to give the presentation on their proposed solution and the queries raised by the evaluation committee in front of the Evaluation Committee at a date, time and location determined by ICSI. They are expected to reply to all the queries from the Evaluation Committee during the presentation. The presentation would be part of technical evaluation process.
- ICSI may also undertake oral clarifications with the Bidder. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents.
- One Representative with proper Authorization from the bidding firm must be present during the opening of the Technical Proposal. If there is no representative of the bidding firm during the opening of Technical bids, the ICSI will not entertain any complaint/grievance afterwards.
- 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 (Click Here)** (enclosed in this RFP). 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.
- Scores of technically qualified Bidders will be weighed prorata on a scale of 50 and shall be carried forward for evaluation together with the scores of Financial evaluation; which will get 50% weightage.

c. Technical Bids Evaluation criteria (kindly refer **Part 'A' TECHNICAL BID** of the document).

1. **The evaluation of Technical Bids is based on the proposed solution.** Bidder is required to submit a Detailed Project Report with the proposed solution (may be in a CD/Pen drive) indicating the following:
 - Complete coverage as covered in the scope
 - Dynamic Report Generation
 - Possible benefits
 - Pain points (if any)
 - Handling change
 - User Training
 - Implementation Timelines
 - Project Execution methodology.
2. The ICSI will then establish shortlisted bidders and invite interested bidders figuring on this list to participate in further discussion about the project in due course.

10. Award of Contract

- a) ICSI will award the contract to successful BIDDER whose bid is to be found to be responsive and declared to be Highest Scoring bid.
- b) ICSI will reject a proposal for award if it determines that the BIDDER recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, the project.

Whereas "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of the project and includes collusive practice among BIDDERS (prior to or after submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the ICSI of the benefits of free and open competition.

Whereas "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of the Official of the ICSI in the process of project execution

- c) The price quoted by the Bidder shall be as per format mentioned in [Commercial Bid](#).

11. AMENDMENT OF RFP DOCUMENTS

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. Incomplete bids shall be rejected out rightly. No alterations, amendments or modifications shall be made by the Bidder in the RFP documents and if any such alterations are made or any special condition is attached, the bid is liable to be rejected at the discretion of the ICSI without reference to the bidder. Please note that all the

information as desired needs to be provided. Incomplete information may lead to rejection of Bid.

12. Important Information and conditions

a. Forfeiture of BID Security/EMD

The Bid security may be forfeited either in full or in part, at the discretion of ICSI on account of one or more of the following reasons:

- The BIDDER fails to co-operate in the Bid evaluation process
- If the bid or its submission is not in conformity with the instruction mentioned herein
- If the BIDDER violates any of the provisions of the terms and conditions of the RFP documents.
- In the case of a successful BIDDER fails to
 - Accept award of work
 - Sign the Contract Agreement with ICSI after acceptance of communication on placement of award
 - Furnish performance security
 - Sign the Contract Agreement in time
 - or the BIDDER violates any of such important conditions of this RFP document or indulges in any such activities as would jeopardize the interest of ICSI in timely finalization of this RFP.
- The Bidder found guilty of negligence, carelessness, inefficiency, fraud, mischief, misappropriation or any other type of misconduct by such bidder or by its employees, staff, agents, representatives etc. or by any other person directly or indirectly employed by him.

b. Conditional bids will be rejected.

c. All the pages should have page no. and authenticated by authorized Person.

d. This RFP does not commit the ICSI to award a contract. Further, no reimbursable cost may be incurred in anticipation of award of Work. The bidder shall bear all costs associated with the preparation and submission of its bid, and the ICSI will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the bidding process.

e. The last date for receipt of sealed RFP in the ICSI is **4th June, 2019 by **02:00 PM** and the date and time for opening of technical bids is **4th June, 2019** at **03:00 PM**. No separate communication will be issued in this regard. Bids will be opened in the presence of the intending bidders or their authorized representatives, who wish to be present. In the event of due date being a closed holiday or declared Holiday for Central Government offices, the due date for opening of the RFP will be the following working day at the appointed date, time & venue.**

f. Site for delivery of services are as under or any location as may be decided by ICSI:

- g.** 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 on the basis of such credentials, the ICSI may reject the candidature of the bidder without assigning any reason and decision of the ICSI shall be final.
- h.** Submission of Proposal/Bid by way of e-mail is not acceptable.
- i.** 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.
- j.** The acceptance of RFP shall rest with the ICSI. ICSI does not bind itself to accept the lowest bidder and reserves to itself the right to reject any or all the bids received without assigning any reason(s) whatsoever and any notice to Bidder. Non acceptance of any bid shall not make the ICSI liable for compensation or damages of any kind. ICSI further reserves the right to accept a bid other than the lowest or to annul the entire bidding process with or without notice or reasons. Such decisions by ICSI shall be final and bear no liability whatsoever consequent upon such decisions.
- k. Time is the essence of the contract:** The time allowed for completing the work under RFP / SLA and handing over the same shall be of the essence of the Contract and shall be strictly observed by the Bidder. The Work shall proceed with due diligence until Final Completion. ICSI would extend all required support and inputs to help the Bidder to meet the project timelines. For delays which are directly attributable to the sole actions and / or scope of work of the Bidder, the Bidder shall be liable to pay penalty and/or liquidated damages as per the provisions of this Agreement.
- l. Liquidated Damages:**

 - (i) ½ per cent of total value of contract, for each day of delay, in case of goods/services/Migration are delivered within 7 days after the due date;
 - (ii) 1 per cent of total value of contract, for each day of delay, in case of goods/services/Migration are delivered beyond 7 days but upto 14 days after the due date;
 - (iii) 2 per cent of total value of contract, for each week of delay, in case of goods / services/Migration are delivered beyond 14 days subject to a maximum of 10% of total contract price;

m. Contract period:

- (i) The Contract would be initially for a duration of 3 years only. This however may be extended maximum for three more years which could be renewed on yearly basis from the date of expiry of contract period, at the sole discretion of ICSI on the mutually agreed terms and conditions.
- (ii) Rates can be revised on mutual consent of both the parties.

n. Performance Security: The successful Bidder shall be required to give a security deposit for faithful performance of the RFP / contract.

The successful bidder has to submit the security deposit /performance guarantee from scheduled bank of equivalent amount of 10% of the contract value on awarding the contract within 15 days of issue of order but before execution of the agreement, to cover any loss or damage caused to or suffered by the Institute due to acts of commission and omission by the successful bidder or any failure on the part of the successful bidder in fulfillment of terms and conditions of the contract and conditions contained in the 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. In case the selected bidder opts to convert the EMD to be part of the performance security, balance amount towards the performance security will be submitted by the selected bidder/ vendor with the ICSI in the form of bank guarantee from scheduled bank immediately within 7 days of issue of work order but before execution of the agreement.

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.

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 the Vendor contravene or breach any of the terms and conditions of the Agreement or if the Vendor withdraws or amends, impairs or derogates from Agreement or fails to execute the work as per the Agreement or fails to deliver the satisfactory performance during the period of Agreement.

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 Vendor or its staff / employee / agent / representative.

o. PRICING AND PAYMENT

- i) ICSI shall pay to Service Provider for items / services as mentioned in the Commercial Bid Format. The price chargeable therein shall be inclusive of all taxes.
- ii) Service Provider shall raise ICSI a invoice on monthly basis. ICSI's usual payment terms are 45 days from the date of invoice.
- iii) All Payment to be made in terms of this agreement will be subject to the deduction of tax at source, wherever applicable, as per the provisions of the Income Tax Act, 1961 or any other Tax (All Inclusive).
- iv) No other costs, payments and expenses would be borne by the ICSI unless specifically mentioned in this agreement or mutually agreed in writing in advance.

Payment of Taxes

The Service Provider shall be responsible for and shall pay all taxes, duties, assessments or other charges of any kind or nature whatsoever levied by any government or governmental body on or in connection with the Services including without limitation all statutory levies, taxes, fee, duties, rate, charges, surcharges etc. and any other tax ("taxes") levied on service provided by the Service Provider. ICSI may withhold from payments due to the Service Provider any amounts required with respect to the aforementioned taxes and to remit the same with the relevant authorities, in case of failure on the part of the Service Provider.

- p. Whenever under this RFP / Work Order / Service Level Agreement (SLA), any sum of money is recoverable from and payable by the Service Provider, the ICSI 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 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 Vendor or which at any time thereafter may become due to the Vendor under this or any other RFP / 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.
- q. The personnel(s) employed / hired / engaged (permanent / regular / casual / contractual / temporarily / daily wager or whatever be the status / name) by the Vendor for the execution of work as provided under this RFP, shall not be employee / officer of the ICSI for any purpose. None of such person of the Vendor shall have any right to claim anything against the ICSI.
- r. The successful bidder will sign a Service Level Agreement (SLA) on the basis of the terms of RFP and work order. Standard terms and conditions of Service Level Agreement are at Annexure I.

13. Right to Black List:

The ICSI without prejudice to any other remedy and rights, reserves the right to blacklist the bidder or Vendor for a suitable period in case he fails to honour his bid / Work Order / Service Level Agreement (SLA) or found guilty for breach / violation / contravention of terms(s) and condition(s) of the RFP / Work Order / Service Level Agreement (SLA) or negligence, carelessness, inefficiency, fraud, mischief, misappropriation or any other type of misconduct by bidder / Vendor or by its staff, agent, employee or officer etc. or by any other person directly or indirectly employed by him.

ICSI reserves the right to blacklist a bidder for a suitable period under the following circumstances also:

- Giving false, misleading or fake information / document in the bid;
- Withdrawing the bid after opening of the Commercial Bids;
- Refusal to accept Work Order at the quoted prices;
- Failure to supply goods/services of the ordered quantity / quality / specifications at the agreed rates within the time schedule;
- Adoption of any unethical or illegal practices; any indiscipline behaviour or hooliganism by the bidder or any of its employee(s)
- Any other justified reason.

Where any bidder has been black-listed, his EMD / Performance Security shall be forfeited by the ICSI after giving him an opportunity of being heard. The decision of the ICSI shall be the final and binding.

14. Statutory Compliance: The vendor will be required to comply with all statutory obligations from time to time applicable to this contract.

15. FORCEMAJEURE

Notwithstanding anything else contained in this RFP, neither party shall be liable for any delay in performing its obligations hereunder if such delay is caused by circumstances beyond its reasonable control (including without limitation any delay caused by the acts of governments, acts of God, natural or social calamities, strikes, riots in any region, network failure, terrorist attack, war declared and undeclared) provided however that any delay by the supplier of the Party so delaying shall not relieve that Party from liability for delay except where such delay is beyond the reasonable control of the supplier concerned.

Subject to the party so delaying promptly notifying the other party in writing of the reasons for the delay (and the likely duration of the delay), the performance of such party's obligations shall be suspended during the period that the online circumstances persist and such party shall be granted an extension of time for performance equal to the period of the delay. Save where such delay is caused by the act or omission of the other party (in which event the rights, remedies and liabilities of the parties shall be those conferred and imposed by the other terms of this Agreement and by law).

16. Indemnity Clause:

The bidder / Vendor will indemnify ICSI against all statutory liabilities present and future arising out of his bid / work order / contract. In the event of violation of any contractual or statutory obligations, the successful bidder will be fully and solely responsible for the same. Further, in the event of any action, claim, damages, suit initiated against ICSI by any individual, law enforcement agency or government authority due to acts and omissions of the bidder / Vendor, the bidder / Vendor will be liable to make good/compensate such claims or damages to the ICSI. As a result of the bidder / Vendor action, inaction or any omissions, if ICSI is required to pay any damages to any individual, law enforcement agency or government authority, the bidder would be required to reimburse to ICSI such amount along with other expenses incurred by ICSI or ICSI reserves the right to recover but not limited to such amount from the payment(s) due to the bidder / Vendor while settling its bills or from the amount of security deposit lying with ICSI. However, ICSI reserves its right to take legal recourse as permitted under law of the land. In case of any damage caused to the ICSI due to negligence, carelessness or inefficiency of staff of the bidder / Vendor, the bidder shall be responsible to make good the loss. The ICSI shall have right to adjust the damage / loss suffered by it from the security deposit or / and to charge penalty as decided by the Institute. Decision of the ICSI in this respect shall be final & binding on the bidder.

17. Termination of the Contract and Cancellation of Award / Work Order:

Either party may terminate the contract by giving a three (3) months' notice in writing to the other party for termination of the contract. The ICSI without prejudice to any other remedy, reserves the right to cancel the Award / Work Order in whole or in part by giving one (1) months' notice in writing in case the Bidder / Vendor fails to discharge its obligation under this RFP / Work Order without sufficient ground or found guilty for breach of condition(s) of this RFP / Work Order, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or due to any other type of misconduct by the successful bidder / Vendor or by its staff or agent.

Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall be continued by the Bidder / Vendor during the period of the termination notice and the same must be satisfied / completed before the Work Order is cancelled. 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 Bidder / Vendor.

The Vendor 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 Agreement in full, but which he did not derive in consequences of the full performance of the 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 Vendor.

18. CONFIDENTIALITY

Bidder shall not use or disclose any Confidential Information of the ICSI except as specifically contemplated herein. For purposes of this RFP "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.

19. ARBITRATION

In case of any dispute, difference, claim and demands arising under or pursuant to or touching or in relation to this RFP, the authorized official of the ICSI and the Bidder / Vendor shall address the same for mutual resolution, failing which the matter shall be referred for the arbitration to the sole Arbitrator to be appointed by the ICSI. 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 cost of the Arbitration proceedings shall be shared equally by both the parties. The award of the sole arbitrator shall be final and binding on both the parties. The venue of such arbitration proceedings shall be at Delhi. All disputes arising out of this RFP are subject to the jurisdiction of Courts in New Delhi.

20. Jurisdiction:

All disputes arising out of or relating to the bidding shall be deemed to have arisen in Delhi and only courts having jurisdiction over Delhi shall determine the same.

For any details / clarifications, Dr.Nikhath Khan, Director (IT), ICSI (0120-4522019) E-mail Id: nikhath.khan@icsi.edu and Mr. Amit Kumar Ghosal, Director (Purchase), ICSI (0120-4522008) E-mail id: amit.ghosal@icsi.edu may be contacted.

Date: 15th May, 2019

Amit Kumar Ghosal
DIRECTOR (Purchase & Stores)

**Request for Proposal (RFP)
For
Procurement of Bulk MAIL Solution/Service**

Part 'A' TECHNICAL BID

1. Details of the Bidder

S. No.	Particulars.	Response
1.	Name and complete address of the Company	
2.	Tele/Fax/E-mail/Cell No. of the Company	
3.	Detail of Contact Persons authorized by the bidder to execute documents on its behalf, with ICSI (Designation, Tel, E-Mail)	
4.	Details of registered office, if any along with contact person's name and Contact detail (Tel / Mobile & E-Mail)	
5.	Income-tax PAN along with documentary evidence	
6.	GST Number	
7.	List of clients to whom services in last 2 year provided with details of company, value of business, concerned person name & his telephone no. (Please attach full details)	
8.	Current similar assignments on hand, if any	
9.	Turnover in last three financial years, i.e. Year 2017-18, 2016-17 and 2015-16.	
10.	Paid up capital of the Company.	

Place:

SIGNATURE OF THE BIDDER

Date:

NAME & DESIGNATION SEAL OF ORGANISATION

2. Technical Bid Response Sheet

Sl. No.	Eligibility Criteria	Documents / Information to be provided in the submitted proposal	Response	Documents submitted with reference page no.
1.	The bidder must be incorporated and registered in India under the Indian Companies Act 1956 or 2013 and should have been operating in India	Certificate of Incorporation / Copy of Registration Certificate (s)		
2.	Copy of Articles of Association and Memorandum of Association.	Documentary proof to be submitted		
3.	The bidder must be a profit making company since the last three financial years: (2017 – 2018, 2016 – 2017, 2015 – 2016)	Audited P&L statement and Balance sheet of all the three years i.e. 2017 – 2018, 2016 – 2017, 2015 – 2016.		
4.	Average Turnover of three Financial Year (i.e. 2017 – 2018, 2016 – 2017, 2015 – 2016) collectively should not be less than INR 5 Crores.	Audited P&L statement and Balance sheet of all the three years i.e. 2017 – 2018, 2016 – 2017, 2015 – 2016.		
5.	Power of Attorney / Board Resolution for signing the bid, letters etc. on behalf of the Bidder.	Power of Attorney in favor of the Authorized Signatory by the Competent Authority of the Bidder.		
6.	The bidder should have on his pay roll minimum 20 relevant technical manpower (System Analyst/Software developers) in addition to other manpower for the proper execution of the contract.	Declaration from Authorized Signatory on the Bidder's Business Letter Head.		
7.	The Bidder must have not been blacklisted by Central/ State Government Ministry/ Department/ PSU/Government	Declaration from Authorized Signatory on the Bidder's Business Letter Head.		

	<p>Company. The Bidder must not be under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice with any Indian Central/ State Government Ministry/Department/ PSU/ Government Company in last 5 years.</p>			
8.	<p>The Bidder/Applicant 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 in any country.</p>	<p>Declaration from Authorized Signatory on the Bidder's Business Letter Head.</p>		
9.	<p>The Bidder must have at least 5 years' experience in Sending Bulk Mail facility to Customer in India and abroad.</p>	<p>1. 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.</p>		
10.	<p>Bidder must be in possession of valid PAN, ISO Certificate, GST Certificate, at the time of bidding.</p>	<p>Self-attested photocopy of the documentary proof to be submitted</p>		

Place:

SIGNATURE OF THE BIDDER

Date:

NAME & DESIGNATION SEAL OF ORGANISATION

3. Technical Evaluation Matrix

Sno	Criteria	Level	Score	Bidder's self-marking except 5 & 6	Max Score
1	No. of years the bidder is in operation	>=5 years < 8 years	5	-	10
		>=8 years	10		
2	Annual Turnover of three Financial Years (i.e. for 2017 – 2018, 2016 – 2017, 2015 – 2016) collectively.	>=INR 5 Cr and < INR 10 Cr.	5	-	10
		>=INR 10 Cr	10		
3	Number of similar projects executed in last three years	= 3 Projects	5	-	10
		> 3 projects	10		
4	No. of competent employees (Functional / Technical) on the Bidder's payroll	>=50 < 100	5	-	10
		> 100	10		
5	<p>Presentation before the Evaluation Committee <i>(Bidders are required to prepare a short PPT covering only the relevant details as asked for. Besides they are also require to demonstrate a real case of some of their client or dummy scenarios covering the stated requirements)</i></p> <ol style="list-style-type: none"> 1. Understanding of ICSI requirements 2. Adequacy of Proposed Support: <i>(Show case one case)</i> 3. User Interface 4. Admin Interface 5. Security measures 6. Methodology 7. Resource Deployment Plan (if required) 8. Reports 9. It is desirable to have an app system in place which could be used for sending notifications to users. 		50	-	50
6	Premise Visit/Client references		10	-	10
	Total Marks				100

Minimum Qualifying Score: 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.

Place:

SIGNATURE OF THE BIDDER

Date:

NAME & DESIGNATION SEAL OF ORGANISATION

**Request for Proposal (RFP)
For
Procurement of Bulk MAIL Solution/Service**

Part 'B' COMMERCIAL BID DETAILS

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.

- i) Bidder is required to use the format in the following table to submit their Commercial Proposals.
- ii) Rates Quoted should be Net Unit Rate in the INR.
- iii) Kindly provide soft copy of the commercial bid in the **required format (excel)** in CD/USB drive along with hard copy sealed within an envelope super scribed as **"Commercial Bid"**.

Sr. No.	Rate for Bulk Mailing service	Basic Price (Inclusive of all except GST in INR)	GST Rate (In INR)	Total Price (Inclusive of all taxes including GST in INR)
1	Cost of successfully delivered email (per e-mail)			

The breakup of price as above is only to ensure that during the currency of the contract the services of the firm may be taken for the respective head at a predefined price at the discretion of the ICSI.

Opening and Evaluation of Commercial Bids

- After evaluating the Technical Bids, ICSI shall be opening the Commercial Bids of the Bidders who are Technically Qualified (Commercial Bid submitted by Bidders at the time of Bid Submission in the prescribed format).
- The date, time and location of opening Commercial Bids are mentioned in **Important Date & Information**. BIDDER's representative (one only) may attend the Commercial Bid opening at ICSI.

Evaluation of Commercial Bids:

- Scores of the Financial evaluation would be weighed pro-rata on a scale of 100 with the BIDDER with the lowest financial quote getting 100 (as per

below mentioned formula). These Financial scores would then be added up with the score of the technical evaluation as per below mentioned formula and the Bidder getting the maximum total score out of 100 would be considered as the successful BIDDER and called for discussion, if required.

Formula for Final Bid Evaluation is

$$\mathbf{Bm} = .5 (\mathbf{TM}) + .5 (\mathbf{Fn})$$

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

Where

Bm is total marks of the BIDDER in consideration

TM is Technical Marks of the BIDDER in consideration

Fn is Normalized financial score of the BIDDER in consideration

Fb is Evaluated Price of BIDDER under consideration

Fmin is Minimum evaluated price of any BIDDER

The ICSI reserves its right to discuss with the BIDDER whose proposal has been ranked first on the basis of best score.

Note: Conditional bids will be rejected.

Declaration

- i. We have read and understood the terms and conditions given in the RFP Document;
- ii. We are eligible for award of the contract as per the Technical Bid criteria mentioned in the RFP Document;
- iii. We accept and agree to all the terms and conditions of the RFP;
- iv. We shall comply with all the terms and conditions of the RFP;
- v. The undersigned certifies he/she is authorized to obligate the represented firm and further agrees with all terms, conditions, and requirements of the ICSI's RFP- for Providing Compliance Checklists of Laws applicable to Different Industry Sectors.
- vi. We have no objection if enquiries are made about the work listed by us in the accompanying sheets / annexure.
- vii. We agree that the decision of the ICSI in selection process will be final and binding on us.
- viii. We confirm that we have not been barred / blacklisted / disqualified by any Regulators / Statutory Body in India and we understand that if any false information is detected at a later date, the assignment shall be cancelled at the discretion of the ICSI.
- ix. All the information / documents provided in this bid/quotation 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 / Work Order shall be cancelled at our cost and risk and we shall indemnify the Institute (ICSI) for the loss caused due to the cancellation and we shall be liable for penal / legal action including black listing by ICSI.

- x. We understand that ICSI reserves the right to cancel the quotation / RFP at any stage or cancel / reject any one or more bid without incurring any liability.
- xi. The duly signed copies of all the RFP pages are attached herewith

Place:

SIGNATURE OF THE BIDDER

Date:

NAME & DESIGNATION SEAL OF ORGANISATION

Proposed Service Level Agreement for Procurement of Bulk MAIL Solution/Service for ICSI

This Agreement dated ----- is made by and between a company incorporated under the Companies Act 1956, with its registered office located at and with its corporate office located at represented by authorized vide 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, C - 36, Sector - 62, Noida, Uttar Pradesh - 201309 represented by (Hereinafter referred to as "**ICSI**") which term shall include in its successors and permitted assigns of the **OTHER PART**

WHEREAS:

Service Provider is willing to provide **ICSI** with the Services for web-based Mass Mail solution Broadcast facility to stakeholders in India and abroad.

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. SERVICES TO BE PROVIDED

Bidder shall ensure that the Services are rendered in an effective manner and in the manner set out in the Proposal submitted to the Customer.

Ensure that the software and hardware relevant for the services is properly maintained and operated, including but not limited to identification and rectification of software and hardware problems.

Ensure that the email ids as provided by the Customer of the client is protected and not shared with any third party whosoever.

2. The whole work included in the RFP shall be executed by the Bidder and the Bidder shall not directly or indirectly transfer assign or sublet the contract / work or any part thereof or interest therein without the written consent of ICSI.
3. In case any work for which there is no specification in the RFP, such work shall be carried out in accordance with the directions of the ICSI without any extra cost to the Institute.

4. SECURITY DEPOSIT / PERFORMANCE GUARANTEE

The successful Bidder shall be required to give a security deposit for faithful performance of the RFP.

The Service Provider has to submit the security deposit /performance guarantee from scheduled bank of equivalent amount of 10% of the contract value on awarding the contract within 15 days of issue of work order but before execution of the agreement, to cover any loss or damage caused to or suffered by the Institute due to acts of commission and omission by the Service Provider or any failure on the part of the successful bidder in fulfillment 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.

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 the Service Provider contravene or breach any of the terms and conditions of the Agreement or if the Service Provider withdraws or amends, impairs or derogates from Agreement or fails to execute the work as per the Agreement or fails to deliver the satisfactory performance during the period of Agreement.

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 Agreement 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 ICSI on demand the remaining amount.

5. TIME - ESSENCE OF CONTRACT

The time allowed for completing the work under RFP / Work Order / SLA and handing over the same shall be of the essence of the Contract and shall be strictly observed by the Service Provider. The Work shall proceed with due diligence until Final Completion. ICSI would extend all required support and

inputs to help the Service Provider to meet the project timelines. For delays which are directly attributable to the sole actions and / or scope of work of the Service Provider, the Service Provider shall be liable to pay penalty and/or liquidated damages as per the provisions of this Agreement.

6. TERMINATION

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

The ICSI without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving thirty (30) days' 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.

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.

7. Whenever under this RFP / Work Order / Service Level Agreement (SLA), any sum of money is recoverable from and payable by the **Service Provider**, the ICSI 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 **Service Provider**. 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 **Service Provider** or which at any time thereafter may become due to the **Service Provider** under this or any other RFP / contract with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the **Service Provider** shall pay the ICSI on demand the remaining balance.
8. The personnel(s) employed / hired / engaged (permanent / regular / casual / contractual / temporarily / daily wager or whatever be the status / name) by the **Service Provider** for the execution of work as provided under the RFP /

Work Order / SLA, shall not be employee / officer of the ICSI for any purpose. None of such person of the **Service Provider** shall have any right to claim anything against the ICSI.

9. PRICING AND PAYMENT

- (1) ICSI shall pay to Service Provider for items / services as mentioned in the Commercial Bid Format. The price chargeable therein shall be inclusive of all taxes.
- (2) Service Provider shall raise ICSI a invoice on monthly basis. ICSI's usual payment terms are 45 days from the date of invoice.
- (3) All Payment to be made in terms of this agreement will be subject to the deduction of tax at source, wherever applicable, as per the provisions of the Income Tax Act, 1961 or any other Tax (All Inclusive).
- (4) No other costs, payments and expenses would be borne by the ICSI unless specifically mentioned in this agreement or mutually agreed in writing in advance.

Payment of Taxes

The Service Provider shall be responsible for and shall pay all taxes, duties, assessments or other charges of any kind or nature whatsoever levied by any government or governmental body on or in connection with the Services including without limitation all statutory levies, taxes, fee, duties, rate, charges, surcharges etc. and any other tax ("taxes") levied on service provided by the Service Provider. ICSI may withhold from payments due to the Service Provider any amounts required with respect to the aforementioned taxes and to remit the same with the relevant authorities, in case of failure on the part of the Service Provider.

10. ICSI RESPONSIBILITIES

- 10.1 ICSI shall in its usage of the bulk mailing Services comply with all applicable laws, ordinances, rules, regulations, notices, instructions or directives of the relevant authorities or with any notices, instructions or directives given by the Government. Such applicable laws or regulations shall include but not be limited to those relating to subversive, defamatory, obscene or pornographic materials or other content standards or breach of copyright, patent or other proprietary rights or in a manner which in the reasonable opinion may adversely affect the use of its services.
- 10.2 Send e-Mail messages only to relevant and authenticated e-Mail ids of their legal/-registered members only, which do not amount to spamming.

11. SERVICE PROVIDER RESPONSIBILITIES

- 11.1 **Service Provider** shall provide the complete set of technical and operational manuals for the implementation of the service under

reference to the satisfaction of the ICSI. **Service Provider** shall also provide adequate training to the users of the ICSI on the Bulk Mail Solution/Service.

- 11.2 **Service Provider** shall provide Complete API Integration with various Software's of ICSI or Third Party Applications and respective technical and operational manuals for the implementation of the service under reference to the satisfaction of the ICSI.

12. FORCE MAJEURE

The Parties shall not be liable for any failure to perform, any of its obligations under the Agreement 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, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

13. CONFIDENTIALITY

- a. During the term of the Agreement and thereafter, any disclosing party's Confidential Information received by the receiving party, under and by virtue of the Agreement, shall be maintained in the strictest confidence and trust and shall not be disclosed to a third party without the prior written consent of the disclosing party, unless such information is required to be disclosed in pursuance of the order of a competent court, tribunal or other regulatory authority exercising valid jurisdiction, in which case the party required to make the disclosure shall promptly notify the other Party in writing of such disclosure. For purposes of this agreement "Confidential Information" means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and / or (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.
- b. Any software / hardware material, product specifications, financial information, documents covered under Agreement 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.
- c. Provided that upon the expiration, cancellation, or termination of Agreement, each party shall, upon the written request of the other party, return or destroy, to the satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.

Blacklisting

The ICSI may by notice in writing and after giving an opportunity of being heard, blacklist the Service Provider for suitable period in case Service Provider fails to discharge its obligation under 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 the Service Provider or by its staff or agent.

Governing Law

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

14. INDEMNITY

- a. 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 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 Agreement whether under common law, under statute or otherwise. The Service Provider further covenants and agrees to indemnify and keep at all times indemnified the ICSI against any loss or damage that the ICSI may sustain directly or indirectly as a result of the failure or negligence of the Service Provider or its employees to faithfully carry out its obligations under Agreement and further to pay for all losses, damages, costs, charges and expenses which the ICSI may reasonably incur or suffer and to indemnify and keep indemnified the ICSI in all respects.
- b. The indemnifying party shall be granted immediate and complete control of any claim of indemnity and the indemnified party shall not prejudice the indemnifying party's defense of the claim.

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

15. INDEPENDENT CONTRACTOR OR SUBCONTRACTOR

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

16. ADDITIONAL CONDITIONS

16.1 Complete Agreement:

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

16.2 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.

16.3 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.

16.4 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.

16.5 Assignment & Sub-Letting:

Neither party shall assign or sub-let any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other. However, nothing in the foregoing shall be affected in the event of there being a merger, amalgamation or takeover of the business/ management of a party. In such an eventuality all the rights and obligations shall automatically be vested with the entity with which such party has been merged or is taken over.

16.6 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.

16.7 Non Waiver:

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

16.8 Notices & Notifications:

All notifications or notices related to this Agreement 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.

16.9 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.

16.10 Precedence:

In the event of any ambiguity or doubt or dispute on the terms and conditions applicable the order of precedence for the purposes of resolving such ambiguity, doubt or dispute shall be:

- (1) This Agreement
- (2) The Attachments (if any)
- (3) The Work Order (if any)
- (4) The RFP

17. PENALTIES

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.

18. Documentation

The **Service Provider** shall provide the following documentations in digitally signed soft copies (in USB / CD):

1. Document containing Interface Specifications, application security requirements wherever applicable.
2. Training Manuals
3. Systems Administration Manuals wherever applicable.
4. User manuals
5. Installation / Deployment Manuals wherever applicable.
6. Operational / Functional Manuals

19. Security

It is the responsibility of the selected bidder to ensure the security of the ICSI data.

20. Inspection and Testing

The inspection of installation of services shall be carried out to check whether the services are in conformity with the functionalities 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.

21. Intellectual Property Rights

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. The 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 his obligation under the Agreement.

22. Genuine Software

The Service Provider shall ensure that the software that is required to be used for the purposes as envisaged under Agreement shall be genuine and registered software and not a pirated version of any nature. Service Provider undertakes that the software developed/ to be developed by it for the work shall be its own and that there shall no infringement of copy right/intellectual right of any other person. Service Provider further undertakes that it shall indemnify, and keep the ICSI at all time indemnified against any such infringement.

23. Compliances of Law

The Service Provider shall provide 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 the Service Provider, ICSI or any other concerned party.

24. The Service Provider shall indemnify and hold ICSI harmless at all times from and against any liability, penalty, cost or expense suffered or incurred as a result of the Service Provider failing to comply with any law, or regulation, or such permit or license relating to any part of the Services.

Training

The successful bidder shall provide the following training:

1. Overview of the System to IT Team.
2. A detailed technical demonstration to the IT team

25. LIQUIDATED DAMAGES

- (i) $\frac{1}{2}$ per cent of total value of contract, for each day of delay, in case of goods/services/Migration are delivered within 7 days after the due date;
- (ii) 1 per cent of total value of contract, for each day of delay, in case of goods/services/Migration are delivered beyond 7 days but upto 14 days after the due date;
- (iii) 2 per cent of total value of contract, for each week of delay, in case of goods / services/Migration are delivered beyond 14 days subject to a maximum of 10% of total contract price;

26. Dispute Resolution

Any dispute, difference, controversy or claim (“Dispute”) arising between the Parties out of or in relation to or in connection with this 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 same shall be referred to the sole Arbitrator to be appointed by the Institute of Company Secretaries of India. 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.

27. Independent Contract & Relationship between the Parties

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

28. Jurisdiction

All disputes arising out of at any time, in connection with construction, meaning operation, effect, interpretation or out of this agreement or breach thereof are subject to the jurisdiction of Courts in Delhi.

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 M/s

AUTHORISED SIGNATORY

NAME:

DESIGNATION:

DATE:

In presence of

1.

FOR ICSI

AUTHORISED SIGNATORY

NAME:

DESIGNATION:

DATE:

2.