The Institute of Company Secretaries of India herein after referred as “INSTITUTE” is a statutory body constituted under an Act of Parliament i.e. the Company Secretaries Act, 1980. It is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India having its Headquarters at “ICSI House”, 22 Institutional Area Lodi Road New Delhi-110 003.

Sealed tenders are invited by the President, The Institute of Company Secretaries of India (“ICSI”), ICSI HOUSE, 22 Institutional Area, Lodi Road, New Delhi - 110 003 for Procurement of Bulk SMS Solution/Service as per enclosed tender document.

The tender document may be obtained during working hours from March 02, 2016 to March 22, 2016 (till 1:00 PM) on all working days on cash payment of Rs.500/- from the Reception Counter of the INSTITUTE at “ICSI House” 22 Institutional Area, Lodi Road New Delhi-110 003 or by submitting a demand draft of same amount in favour of “The Institute of Company Secretaries of India”, payable at New Delhi. The tender document can also be downloaded from the website of the ICSI (www.icsi.edu) for which parties would be required to enclose a demand draft of Rs.500/-towards the cost of the tender document along with their quotes, failing which the tender shall be rejected out rightly.

Sealed tenders addressed by name to President of ICSI, The Institute of Company Secretaries of India [the Institute] shall be sent at the Institute’s address as mentioned herein below along with Earnest Money, duly mentioning on top left hand corner of the sealed envelope “Tender for Procurement of Bulk SMS Solution/Service” must reach to the office of the President, The ICSI and sent at the Institute’s address given below either by Registered Post/Speed Post or by
dropping in the quotation box placed at 3rd floor not later than **3.00 PM on March 22, 2016.**

Address:
The President
The Institute of Company Secretaries of India
ICSI House, 22, [3rd Floor: Tender Box]
Institutional Area, Lodi Road
New Delhi-110003.

Tenders received after the stipulated date and time shall not be entertained. The INSTITUTE shall not be liable for any postal delays what so ever and tender received after the stipulated date and time shall be rejected summarily without giving any reason.

**THE TERMS AND CONDITIONS**

Sealed quotations are invited for providing and implementing Bulk SMS Solution/Service for the Institute as per the details given in the Part ‘C’ of the Tender Document. The terms and conditions governing the tender are as under:

1. Each tenderer shall submit the tender in two separate sealed envelopes, Part ‘A’ & ‘B’ along with EMD should be put in envelope No. 1 (Please mark the envelope as “No. 1 – Technical Bid”), Envelope No. 2 will contain only Part ‘C’ (Please mark the Envelope as “No.2 – Financial Bid”). Both the sealed envelopes bearing No. 1 and 2 are to be put in main envelop i.e. Envelope No. 3. This envelope should bear the inscription “Tender for Procurement of Bulk SMS Solution/Service” and sent to President, The Institute of Company Secretaries of India, 22, Institutional Area, Lodi Road, New Delhi.

2. The sealed quotations are to be submitted in prescribed format on business letter of the tenderer(s) / bidder(s)’s head duly stamped, signed and dated on each page of Part- ‘A’, ‘B’ and ‘C’ as their unconditional acceptance to the terms prescribed by the Institute. Details/supporting documents, if attached with the quotation should be duly authenticated by the tenderer(s) / bidder(s)’s. No over-writings shall be accepted unless authenticated with full signature of the tenderer(s) / bidder(s)’s.

3. Non acceptance of the terms and conditions as stated in Part A and non-submission of the stipulated Earnest Money Deposit (EMD) shall render the tender invalid. Only tenderers / bidders whose INFRASTRUCTURE particulars as stated in Part A& B are determined to be in consonance with Institute’s requirements shall be considered further in the Tender Evaluation Process.

4. The Institute shall have the right to assess the competencies and capabilities of the Tenderer(s) / Bidder(s) by going through the credentials given in the Technical Bid and on the basis of such credentials, ICSI may reject the candidature of the Tenderer without assigning any reason. In such case(s) the Financial Bid shall not be opened for that particular Tenderer / bidder. The
Financial Bid of only those Tenderer / bidder who qualify in the technical scrutiny shall be opened and time and date for opening the financial bid shall be intimated separately.

5. The Tenderers / Bidders are required to deposit interest free **earnest money of Rs. 96,000/- (Rupees Ninety Six Thousand only)** by way of crossed demand draft in favour of “The Institute of Company Secretaries of India”, payable at New Delhi. The earnest money of unsuccessful bidders will be refunded without interest within 60 days of the opening of the tenders.

6. The tenderer whose tender is accepted by ICSI shall be required to give a security deposit for faithful performance of the Tender. The total amount of security deposit shall be **Rs. 240000/- (Rupees Two Lakh Forty Thousand only)**. No interest will be payable by ICSI on the security deposit, so held. The Security Deposit shall be deposited by the tenderer through an irrecoverable Bank Guarantee from any Nationalized Bank in favour of the Institute of Company Secretaries of India. The Bank Guarantee shall be valid for a period of 3 (Three) years and two months and shall be submitted within 10(ten) days of the award of work.

7. The Technical Bid shall be opened on **March 23, 2016 at 11:00 AM** in the Institute of Company Secretaries of India at ICSI House, 22 Institutional Area, Lodi Road, New Delhi in the presence of those tenderer(s) who wish to be present. No separate communication will be sent in this regard. In the event of due date being a closed holiday or declared Holiday for Government offices, the due date for opening of the bids will be the following working day at the appointed date, time and venue.

8. The tenderer(s) / bidder(s) shall quote rates inclusive of all statutory levies, **taxes, charges, surcharges, VAT, octroi & other taxes etc.** No component of cost / tax shall be paid by the Institute unless the same is included specifically in the quotations.

9. Though Institute prefers to deal with manufacturers/principal manufacturers directly, it may also consider the offers received through its authorized channel partners provided the principal authorizes the said channel partner in this regard.

10. Implementation period should be mentioned clearly in the proposal. Penalty for late implementation would be levied at the rate of half percent per week for the delay period. In case of delay beyond fifteen days from the stipulated period, the Institute may at its discretion cancel the order and arrange to procure the same from the next bidder on the panel/open market at the sole risk, cost & responsibility of the vendor.

11. Institute’s usual payment terms are 45 days from the date of invoice as per the actual consumption of the service in terms of number of SMS sent by the Institute through the implemented system. The payment would be released through banking channels(RTGS/NEFT).

12. The Tenderer / Bidder providing the Bulk SMS Solution/Service shall forward the complete set of manuals in soft copy / hard copy. The vendor shall also provide adequate training to the users in the Institute on the Bulk SMS Solution/Service.
13. The response time for attending to the issues of the users during the agreement period will be two hours for all the locations, after complaint is lodged. The complaint should be resolved within 4 hours of its lodging. In case of default, a penalty of Rs.1500/- per day would be deducted from the invoice. In case standby solution is provided, the original system should be provided back for working within seven days of lodging the complaint. In case of default, a penalty of Rs.1500/- per day would be levied.

14. The Tenderer / Bidder should have its office preferably in NCR region for providing the service.

15. While Part ‘C’ describes specifications/requirements desired by the Institute, Tenderers/ Bidders are also welcome to quote for richer specifications/requirements, which will be considered at the sole discretion of the Institute.

16. The vendor shall maintain the service level for the Bulk SMS solution/service as per the terms and conditions of this tender.

17. The initial contract with the Institute will be for a period of 3 years. The contract may be thereafter renewed annually on mutually agreed terms & conditions.

18. The Tenderer / Bidder shall consider the downward revision in price during the contract period as per the variation of rate in the market. But the Tenderer/ Bidder shall not offer any increase in price during the contract period.

19. The contract can be terminated any time by either party by giving three months’ clear notice in writing and during the period of such notice, the performance of contract by both the parties shall continue. The termination of contract will not affect the work order already undertaken by the bidder.

20. In case of any damage caused to the Institute due to negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the Tenderer / Bidder or its staff, the Tenderer / Bidder shall be responsible to make the loss good. The Institute 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 Institute in this respect shall be final & binding on the Tenderer / Bidder.

21. The Institute without prejudice to any other remedy, reserves the right to terminate the Tender / Contract in whole or in part and also to blacklist a Tenderer / Bidder for a suitable period in case he fails to honour his bid / contract without sufficient grounds or found guilty for breach of condition /s of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by such Tenderer / Bidder or by its staff.

22. Whenever under this tender / contract order any sum of money is recoverable from and payable by the Tenderer / Bidder, the Institute shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the Tenderer / Bidder. In the event of the security being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Tenderer / Bidder or which at any time thereafter may become due to the Tenderer / Bidder under this or any other tender / contract with the Institute. If
this sum is not sufficient to cover the full amount recoverable, the Tenderer / Bidder shall pay the Institute on demand the remaining balance.

23. The tenderer(s) / bidder(s) shall not use or disclose any Confidential Information of the Institute except as specifically contemplated herein. For purposes of this tender / contract "Confidential Information" means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

24. The Tenderers / Bidders are required to submit the information on any litigation in which the tenderer / Bidders was involved during the last five years, including any current litigation.

25. The Tenderers / Bidders are required to submit a copy of their latest balance sheet together with available machinery/infrastructure.

26. The successful Tenderer / Bidder has to sign a Service Level Agreement with the Institute on the lines of the terms and conditions of this tender and other standard terms and conditions usually required in the field.

27. The Institute reserves the right to cancel/modify/amend the terms and conditions for this tender / contract without assigning any reason thereof.

28. The rates quoted should be valid for at least 90 days from the date of opening of tenders.

General:

a. All disputes, differences, claims and demands arising under or pursuant to or touching the tender and contract shall be referred to the Sole Arbitrator to be appointed by the Secretary of the Institute of Company Secretaries of India, New Delhi. The Arbitration proceedings shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force. The award of the sole arbitrator shall be final and binding on both the parties. Place of such arbitration proceedings shall be at Delhi and cost of Arbitration proceedings shall be borne by the parties equally.

b. Authorization for the INSTITUTE to seek detailed references should also be given in the bid / application along with details and designation of person to whom reference can be made by the INSTITUTE.

c. The Institute at its sole discretion, reserves the right to accept or reject any or all quotations in full and/or part including the lowest quotation/bid without assigning any reason and such decision shall be final.

d. For any further details /clarifications, Shri. A K Rath, Director IT (0120-4522008) may be contacted.

Date: March 02, 2016

(Dr. Sanjay Pandey)
Joint Secretary
PART ‘B’ TECHNICAL / INFRASTRUCTURAL BID

1. Name and complete address of the Tendered/Company

2. Tele/Fax/E-mail/Cell No. of the tendered

3. Contact person’s name & residence telephone No.

4. Details of registered office, if any along with contact person’s name and tele. No.

5. Legal status i.e. public / private limited / any other along with documentary evidence

6. Income-tax registration number along with documentary evidence

7. A) Sales tax registration number along with documentary evidence

B) Please also specify, if you are registered with appropriate Authority under TRAI / Works Contract Act, 1999. (Please provide details)

8. List of existing clients to whom the similar Bulk SMS Solution / Service has been provided with details of company, value of business, concerned person name & his telephone no. (Please attach full details)

B) Please indicate the principal/s brands you represent and your level of association

9. Please indicate in full the following details:
   a) Manpower available - Technical & Non-technical
   b) Collaborations

10. Turnover of the company for last 3 financial years (Please attach supporting documents)

11. Escalation matrix for lodging the complaint during the agreement period.

12. Brochure of the service with detailed specifications

Date: ____________________________

Name and Signature of Bidder with Corporate Seal and Mobile No.
## PART – ‘C’ COMMERCIAL BID

**Rates Quoted should be Net Unit Rate (Unit Price + Taxes, if any)**

<table>
<thead>
<tr>
<th>Details of Requirements for bulk SMS</th>
<th>Rate per SMS including taxes in Rupees</th>
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<tbody>
<tr>
<td><strong>Pre-requisites of SMS Push Services/Software</strong></td>
<td></td>
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<tr>
<td>A) The pre-requisite for the full installation of SMS Push Services / Software is as follows:</td>
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<tr>
<td><strong>SMS Push Compatibility:</strong> The Software should facilitate to send Bulk SMS by providing a user-Interface through which the user can provide the message as per global SMS Text standards and provide the interface to upload the list in Excel format (*.XLS / <em>.CSV) or text format (</em>.TXT) for mobile numbers to whom SMS is to be sent.</td>
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<tr>
<td><strong>Other requirements regarding Scope of work</strong></td>
<td></td>
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<tr>
<td>An overview of the work covered by this tender is given below:</td>
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<tr>
<td>□ Provide the web-based SMS/broadcast facility to ICSI</td>
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<tr>
<td>□ Multiple dedicated User ids and user logs in using his/her mobile number and password that is delivered to his/her phone.</td>
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<tr>
<td>□ Group SMS</td>
<td></td>
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<tr>
<td>□ Services: the company will ensure on daily basis that complete SMS system of ICSI is working fine. In case any kind of problem relating to the SMS system is reported by ICSI, the same shall be within 2 hours from the time of lodging complaint.</td>
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<tr>
<td>□ The software is unusable, resulting in total disruption – remedial service shall be provided by the company with 8 hours.</td>
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<tr>
<td>□ Ensure that the mobile numbers as provided by the ICSI is protected and not shared / using with any third party or self.</td>
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<tr>
<td>□ In case vendor are used the data for marketing or product promotions any customer complaints on this, vendor will be liable for any legal or commercial terms and if there are any costs at our end on this these will be transferred 100% to the vendor.</td>
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<tr>
<td>□ All payment to be made on submission of invoice monthly</td>
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</tbody>
</table>
basis will be subject to the deduction of tax at source wherever applicable as per the provisions of the Income Tax Act, 1961.

☐ There should be user reports and simple action that can be taken based on such user reports
☐ No other costs, payments and expenses would be borne by the ICSI
☐ No advance payment will be made.
☐ Test sms option for approval
☐ Preview of SMS before sending
☐ Preview of SMS in various browsers and ISP mailboxes
☐ Scheduling SMS to later date and time
☐ Customized SMS facility
☐ Importing data from CSV and txt format
☐ Automate delete option for duplicate numbers in the list
☐ Online access to all the reports including customized reports as desired by ICSI
☐ Downloading Options for all the Reports
☐ Reports Export In CSV format
☐ The successful bidder shall provide the MIS reports for all the bulk SMS date wise in a prescribed format on a monthly/ between dates basis. Whenever required by ICSI, successful bidder should be able to provide additional reports in a pre-specified format.

☐ **Event Based Triggered SMS**
☐ Automatic sms based on certain trigger using APIs

☐ **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

Date: Name and Signature of Bidder
with Corporate Seal and Mobile No.