



**THE INSTITUTE OF
Company Secretaries of India**

भारतीय कम्पनी सचिव संस्थान

IN PURSUIT OF PROFESSIONAL EXCELLENCE

Statutory body under an Act of Parliament

(Under the jurisdiction of Ministry of Corporate Affairs)

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

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

Tender No.: ICSI/WS/2020-21/15

November 24, 2020

Sub: Tender for Procurement of Operating System Window Server 2019 Standard Version Academic License with Software Assurance Support for five years.

Disclaimer: Due to present situation pandemic of Coronavirus (COVID-19) in India, last date for submission of bid and date for opening of bids may be changed. Such changes, if any, shall be notified on ICSI's website (www.icsi.edu) and/or Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/epublish/app>). The notice of such changes will be binding on all the Bidders.

Important Date & Information	
Tender Publish Date	November 24, 2020
Tender Fee	Rs. 236/- (Rs.200/- + Rs.36/- for 18% GST) (Rupees Two hundred thirty six Only)
Earnest Money Deposit (EMD)	Rs.9500/- (Rupees Nine thousand five hundred only)
Last date and time for sending Pre-Bid Queries through email (*)	All queries have to be sent at Email ID: praveen.kumar@icsi.edu by 2:00 PM on December 02, 2020
Replies of Pre-Bid queries	If any, will be uploaded on the following website on or after December 03, 2020 by 1:00 PM website of the Institute (www.icsi.edu)
Last Date and Time for Submission of Bids	on or before December 15, 2020 by 2:00 PM
Address for submission of Bids	The Institute of Company Secretaries of India, ICSI House, C – 36, (Ground Floor Reception: Tender Box of Dte. of Purchase) Sector – 62, Noida – 201309. Note: The technical bid soft copy (complete in all respect) is also to be submitted by the bidders through downloadable link and such download link is to be shared on the following email id: neelam.wadhwa@icsi.edu. Financial bid (soft copy) is not to be submitted by email till further notification.
Bid Validity	180 days from the date of opening of Technical bids.
Date, time & venue of opening of Technical Bids	December 15, 2020 at 3:00 PM The Institute of Company Secretaries of India, ICSI House, C – 36, Sector – 62, Noida – 201309
Date and time of opening of commercial bids	To be intimated at a later stage, only to technically qualified bidders.
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 sent at praveen.kumar@icsi.edu
Institute Website	www.icsi.edu

(*) Due to present situation of pandemic of Coronavirus (COVID-19) in India, no physical meeting will be held. In case, prospective bidders wish to have pre-bid meeting, it can be arranged through electronic mode (if requested by prospective bidders through e-mail). Date, time and mode of Pre Bid meeting (through electronic mode) will be informed through the e-mail ids those who request for the same.

Statement of Confidentiality

The information contained in this Tender Document or subsequently provided to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of Institute of Company Secretaries of India (hereinafter “Institute” / “ICSI”) or by any of its employees or advisors, shall be subject to the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided. The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their proposals. This Tender Document does not purport to contain all the information each bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for the ICSI, its employees or advisors to consider the investment objectives, financial situation and particular needs of each bidder who reads or uses this Tender document. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender document and where necessary obtain independent advice from appropriate sources. ICSI, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Tender document. ICSI may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender document.



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Sub: Tender for Procurement of Operating System Window Server 2019 Standard Version Academic License with Software Assurance Support for five years.

A: About ICSI:

The Institute of Company Secretaries of India (herein after referred as ICSI / Institute) is a statutory body constituted under an Act of Parliament i.e. the Company Secretaries Act, 1980. ICSI is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India and having its head office at 22, Institutional Area, Lodi Road, New Delhi. The Institute has another office at C 36, Sector – 62, Noida. ICSI is the only recognized professional body in India to regulate and develop the profession of Company Secretaries in India.

Sealed tenders/bids are invited for “**Procurement of Operating System Window Server 2019 Standard Version Academic License with Software Assurance Support for five years, ICSI House, Noida**” as per the details given in the Part ‘A’, ‘B’ & ‘C’ of the Tender Document. The terms and conditions governing the instant Tender are as under:

B. DEFINITIONS

- i) The “ICSI” / “Institute” means THE INSTITUTE OF COMPANY SECRETARIES OF INDIA, New Delhi.
- ii) The “Contract” means “**Procurement of Operating System Window Server 2019 Standard Version Academic License with Software Assurance Support for five years**”, which the bidder is required to provide to the ICSI under the Contract through this tender.
- iii) 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.
- iv) 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.
- v) “Bidder” or “Tenderer” means the agency/firm that is engaged in the business of supplying **Software and Assurance Support** and applies in response to this notice inviting tender/bid.
- vi) “Vendor” means the successful bidder who is engaged by ICSI to supply **Operating System Window Server 2019 Standard Version Academic License with Software Assurance Support for five years** through this tender process by entering into the contract with the ICSI.
- vii) “Party” means ICSI or Vendor individually and “Parties” shall mean ICSI and Vendor collectively.
- viii) “Letter of Intent” means the communication of the intention of the ICSI to the vendor for the award of work read with tender documents.
- ix) “Work Order” means the order placed by the ICSI to the vendor signed by the authorized officer of ICSI including all attachments and appendices thereto and all documents incorporated by reference therein. Work Order along with the Letter of Intent if any and tender documents and the agreement constitutes the contract.

PART 'A'

I: Instruction to Bidders

1. The tender document can be downloaded from October 16, 2020 from the website of the Institute (www.icsi.edu) for which Bidder would be required to enclose a demand draft of any nationalized Bank of **Rs.236/- (Rs.200/- + 18% GST)** (non-refundable) from any of the scheduled bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi. The bidder can also make online payment of **Rs.236/- (Rs.200/- + 18% GST)** by using following online link: "<https://apps.icsi.edu/TenderApp/>" and enclose the receipt of online payment generated by the system towards the cost of the tender document along with their bid. The bidders who fail to submit the cost of the tender document along with their bid, the bid shall not be considered for evaluation and no further communication shall be entertained in this regard. If any discrepancies found in the downloaded version of the tender, the latest version of the tender document published by the ICSI through website notification at Institute's website: www.icsi.edu/tender or **Central Public Procurement Portal (CPPP):** <https://eprocure.gov.in/epublish/app> will be treated as authentic correct.

2. Earnest Money Deposit (EMD)

- i. The Earnest Money Deposit (EMD) of **Rs.9500/- (Rupees Nine Thousand Five Hundred only)** in the form of Demand Draft from any of the scheduled bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi. The bidder can also make online payment using following online link: "<https://apps.icsi.edu/TenderApp/>" and enclose the receipt of online payment generated by the system with the bid.
- ii. Tenders 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/vendor opts to convert the EMD to be part of the performance security, balance amount towards the performance security is to be submitted by the selected bidder / vendor with the ICSI in the form of bank guarantee from scheduled bank immediately within seven (07) days of issue of work order but before execution of the agreement. The EMD of the unsuccessful bidders will be refunded without any interest/Bank commission/collection charges within 30 days after award of the contract / work order to the successful bidder.

(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. However, all bidders irrespective of their registration with NSIC/MSME have to submit the requisite fee towards the cost of Tender).

Forfeiture of EMD:

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

- I) the bidder withdraws its bid;
 - II) the selected bidder does not accept the Purchase / Work Order;
 - III) the selected bidder fails to supply goods / services as per the terms of the Tender and Purchase / Work Order;
 - IV) any other justified reasons e.g. misleading or wrong information in the Bid, violation of the terms and conditions of the tender, involvement in forming ring/cartel, submission of multiple bids in different names etc.
3. The sealed tenders are to be submitted in prescribed format on the bidder's business letter head duly stamped, signed and dated on each page of Part 'A' & 'B' and 'C' as a token of the bidder's unconditional acceptance to the terms prescribed by the Institute. Details/supporting documents wherever applicable, if attached with the tender must be duly authenticated by the bidder. No over-writing shall be accepted unless authenticated

with full signature of the bidder. ICSI shall reserve its discretion to decide on authenticity/ validity of the over-writing without prejudice to its any other right. **Each and every page of the Tender document has to be signed, stamped and submitted with the Tender by bidder.**

4. **Bid Submission:** Each bidder shall submit the tender in three separate sealed envelopes, (i) EMD & Tender Fee is to be put in **envelope No. 1** (please mark the envelope as “**No.1 – EMD & Tender Fee**), (ii) Part ‘A’ & ‘B’ including Form I(Annexure A), Form II(a) & II(b) (Annexure B1 & B2), and Form III (Annexure C), along with all requisite documents is to be put in **envelope No. 2** (please mark the envelope as “**No. 2 – Technical Bid**”, (iii) Part ‘C’ only is to be put in **Envelope No. 3** (Please mark the Envelope as “**No.3 – Financial Bid**”). All the sealed envelopes bearing No. 1, 2 and 3 are to be put in main envelop i.e. Envelope No. 4.

(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. However, all bidders irrespective of their registration with NSIC/MSME have to submit the requisite Tender Fee).

5. The sealed tender envelope duly super scribed, “**Tender for Procurement of Operating System Window Server 2019 Standard Version Academic License with Software Assurance Support for five years**” due on December 15, 2020” should be addressed to **The Secretary**, The ICSI and be sent at the Institute’s address given below either by registered post/speed post/courier or by dropping in the tender box placed at Ground floor of Institute’s Noida office address as mentioned below & should reach on or before **2.00 PM on December 15, 2020.**

Address:

The Secretary

The Institute of Company Secretaries of India

ICSI House, C-36, **(Ground Floor: Tender Box of Dte. of Purchase)**

Sector - 62

Noida – 201309 (UP)

The Institute shall not be liable for any transit delays whatsoever and tenders received after the stipulated time/date are liable to be rejected summarily without assigning any reason and without any further reference to the Bidder.

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

6. The **Technical Bid shall be opened on December 15, 2020 at 3:00 PM** in the Institute of Company Secretaries of India at ICSI House, C-36, Sector – 62, Noida 201309 in the presence of those bidder(s), who wish to be present. Due to present situation of pandemic of Coronavirus (COVID-19) in India, ICSI may decide to open the bids on electronic mode. Mode, Date & time of opening of bids will be informed through the e-mail id those who requests for the same and also be notified on the on ICSI’s website (www.icsi.edu). No separate communication will be sent in this regard through any other mode of communication. **In the event of due date being a closed holiday or declared Holiday for ICSI-HQ / Central Government offices, or due to the lockdown condition, the due date and time for opening of the bids can be changed on the sole discretion of ICSI which may be notified only at the ICSI website (tender page).**
7. The GST has rolled out with effect from 01.07.2017. For implementation of GST in ICSI, bidders who have not migrated to or registered with GST regime will not be eligible to participate in any tender of the Institute. Any offer received from the bidder without GST registration details will be summarily rejected.

8. The Bidder must not have been blacklisted by Central/ State Government Ministry/ Department/ PSU/ Statutory Body / Government Company. Bidder also should not be under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice with any Central/ State Government Ministry/Department/ PSU/ Statutory Body / Government Company in last 5 years.
9. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.
10. The bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged between the Bidder and the ICSI shall be in English.
11. 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, ICSI may reject the candidature of the bidder without assigning any reason. In such case(s) the Financial Bid shall not be opened for that particular bidder. The Financial Bid of only those bidders who qualify in the technical scrutiny shall be opened and time and date for opening the Financial Bid shall be communicated separately.
12. ICSI reserves the right of accepting the bid in whole or in part without assigning any reason and such decision shall be final. The part acceptance of the bid shall not violate the terms and conditions of the tender documents and the bidder shall execute the work at the specified rates without any extra charges or compensation within the stipulated period.
13. Incomplete bids shall be rejected outrightly. No alterations, amendments or modifications shall be made by the Bidder in the Tender documents and if any such alterations are made or any special conditions attached, the bid shall be liable to be rejected at the discretion of the ICSI without reference to the bidder. Tempering with any format given may be liable for rejection / disqualification of the bids. Correction and overwriting anywhere in the tender document should be avoided. Every correction and overwriting must be authenticated with full signature of the bidder, otherwise the tender is liable to be rejected. Decision of ICSI on such corrections, overwriting, authentications shall be final and binding on the concerned bidder.
14. Each Bidder acknowledges and accepts that ICSI may in its absolute discretion apply selection criteria specified in the tender document for evaluation of proposals for short listing / selecting the eligible vendor(s). All Bidders on responding to ICSI for this tender will be deemed to have accepted the terms of this tender document. Non acceptance of any of the terms & conditions as stated in Tender document and non-submission of the stipulated Earnest Money Deposit (EMD) shall render the Bid invalid.
15. In the interest of the Institute, ICSI at its discretion may include or exclude any bidder who has served/worked for the ICSI by executing any similar contract through tender/RFP in recent past. Such inclusion or exclusion of bidder shall be decided during technical evaluation of the bids of this tender process.
16. 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.
17. The Institute reserve its right at its sole discretion to cancel the whole tender process at any stage without assigning any reason whatsoever without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the ICSI's action. The decision of the Institute will be final and binding on all concerned.

18. The ICSI reserves the right to call for additional documents at the time of technical evaluation to fulfill and satisfy ICSI requirement as per the RFP terms before opening the financial bids.
19. Those who submitted bid in response to the earlier tender no: .ICSI/WS/2020/14 dated October 16, 2020, if they wish they can submit their bids afresh or else their earlier bids will be considered as it is. If they submit fresh bids in response to this tender, they need not submit the tender fees and EMD once again. The earlier tender fees and EMD, if submitted by them will be considered as valid for this tender also. Those bidders need not require to submit tender fees and EMD again.

20. Eligibility Criteria for bidding:

- i. The bidder shall be a business entity, registered under the appropriate relevant law in India. Please attach relevant appropriate document e.g. Trade License / Registered Partnership Deed / Certificate of Incorporation / Copy of Registration Certificate (s).
- ii. Average of the annual turnover of the bidder for each year of the last 3 years (FY 2018-19, 2017-18, 2016-17) should be above Rs.15 Lakhs Audited financial P&L statements and Balance Sheet to be enclosed.
- iii. Bidder should have at least Three (3) years of experience in similar kind of projects. Submit the documents as proof.
- iv. Bidder should have experience of previous project of similar kind at least 3 Purchase Orders during last three years has to be submitted as documentary proof.
- v. The Principal Manufacturer (OEM) for Software will provide a certificate of warranty for Five (5) years in the name of the Institute. This certificate is to be submitted by the bidder with the technical bid.
- vi. The authorization letter/Certificate from the Principal Manufacturer as an Authorized Dealer/Partner.
- vii. Submission of Tender Fee
- viii. Submission of EMD or valid NSIC / MSME certificate/document (if applicable)
- ix. PAN (Please attach self-attested photocopy of the documentary proof to be submitted)
- x. GSTIN Code (Enclose self-attested photocopy)
- xi. The bidder must have served at least Three (3) clients, out of which minimum One (1) should be from Central Government/ State Government/ Public Sector organizations/ Autonomous Bodies/ Statutory Bodies/ Trusts or Societies/ Business house (Please attach work order/agreement copy). Details along with Type of software being maintained are to be provided against each client. Also name and contact details of the concerned officials of each client has to be provided.
- xii. Bidder must not have been blacklisted by any Firm/Organization/School/Board/University/ Institution or any Government organization and no litigation is pending in the court of law against the bidder. Bidder also should not be under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice with any Central/ State Government

- Ministry/Department/ PSU/ Statutory Body / Government Company in last 5 years (Declaration from Authorized Signatory on the Bidder's Business Letter Head).
- xiii. Bidder must have not been declared ineligible by the Government of India to participate for unsatisfactory past performance, corrupt, fraudulent or any other unlawful or unethical business practices. (Declaration from Authorized Signatory on the Bidder's Business Letter Head).
- xiv. The Bidder 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.
- xv. The bidder must have a valid ISO 9001:2008 / Equivalent certificate for quality and ISO 27001:2005 / Equivalent certificate for Data Security as on the date of submission of the bid (Please attach supporting document).

21. Bid Evaluation:

(i) Technical bids Evaluation Criteria:

- a. The Bidder should fulfill the eligibility criteria for bidding as mentioned in the document. The Bidder who does not qualify these criteria may not be evaluated further and rejected at this point itself.
- b. Evaluation of work experience in the relevant fields will be done through the information / documentary proofs such as client's certificate provided by the bidder as a part of the technical bids.

(ii) Financial -Bid Evaluation

The Financial -Bid evaluation is done only for those bids which are responsive and technically qualified

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

Any bidder who puts any condition in the financial bid will be disqualified from the bidding process without any further reference to the bidder. Financial bid submitted in unsealed cover along with technical bid in violation of bid submission process will also attract disqualification of the bidder from the bidding process. Indication of price anywhere in the technical bid also will disqualify the bidder. In both the cases the EMD amount will be forfeited.

22. All costs and expenses incurred by Bidders in any way associated with the development, preparation, and submission of bid / responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by ICSI to facilitate the evaluation process, and in all such activities related to the bid process, will be borne entirely and exclusively by the bidder.
23. **Bid Validity:** Price quoted must be valid for at least 180 days from the date of opening of bid. Institute may extend the validity of Bid in the concurrence of the Bidder for a further period of 60 days or more as per the requirement.
24. The Institute reserves the right to accept or reject any or all the tenders including the lowest tender(s) without assigning any reason at its sole discretion. The Institute also reserve its right at its sole discretion to cancel the whole tender process at any stage without assigning any reason whatsoever without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the ICSI's action. The decision of the Institute will be final and binding on all concerned.

25. At any time prior to the last date for receipt of bids, the ICSI, may, for any reason, whether at its own initiative or in response to a clarification requested by the bidders, modify the tender documents by issuing an addendum/corrigendum. Any such amendment issued along with the original tender document will constitute Revised Tender Documents. The addendum/corrigendum will be uploaded on the ICSI website and CPPP portal. The bidders are requested to visit the website frequently to check for any of the decision of ICSI on the need for any modification shall be final and binding on all.
26. In order to afford prospective bidders reasonable time to take the Corrigendum into account in preparing their bids, ICSI may, at its discretion, extend the closing date of submission of bids.
27. Any Corrigendum, Clarifications etc. shall be binding on the Bidders and shall be given due consideration by them while they submit their bids.
28. The ICSI may at any time during the bidding process but before opening the technical/commercial bid request the bidders to submit revised Technical / Commercial Bids and/or Supplementary Commercial Bids, in case of change in Scope of Work, without thereby incurring any liability to the affected bidder or bidders.
29. In case of any work for which there is no specification given in the Tender document but the same is essential for the job / work mentioned in Tender document, such work shall be carried out in accordance with the directions of the ICSI without any extra cost to the Institute.
30. This invitation for tender does not commit ICSI to award a contract. Further, no reimbursable cost may be incurred in anticipation of award.
31. No binding legal relationship will exist between any of the Bidders and ICSI until execution of a contractual agreement.
32. Bidder should have all necessary patents, license rights and other proprietary rights required in respect of any device or method used by it for completing the Work Order. Bidder shall indemnify and hold ICSI harmless from and against any liability, penalty, cost or expense suffered or incurred as a result of Bidder failing to comply with this obligation.
33. Considering corona pandemic, the vendor may have to take reasonable steps regarding maintaining social distancing, health and sanitization SOP/guideline issued by MOHFW by the Govt. or ICSI from time to time during execution of the work awarded through this tender

II: Terms and conditions:

1. Delivery Schedule:

Delivery of Software License should be at the earliest within 7 days positively

2. **Payment Terms:** Payment terms will be 30 days from the date of receipt of the bill in the Institute along with the receipt challan in original. The payment would be released through banking channels (RTGS /NEFT).

3. Though Institute prefers to deal with OEM/Manufacturers/Principal Manufacturers directly, it may also consider the offers received through its authorized channel partners, provided the OEM/Manufacturers/Principal Manufacturers authorizes the said channel partner in this regard. **The authorization letter from the Principal Manufacturer is to be submitted with the technical bid.**

4. **Liquidated Damaged (LD):** Delivery and installation period should be completed within 45 days of award of Contract. Penalty for the late delivery and installation would be levied at the rate of:
 - a. ½ per cent of total value of contract, for each day of delay, in case of services are delivered either in full or partly within 7 days after the due date;
 - b. 1 per cent of total value of contract subject to maximum 10%, for each day of delay, in case of services are delivered either in full or partly beyond 7 days but up to 14 days after the due date;
 - c. Even after two (02) weeks of delay, if the vendor fails to deliver the goods and services, ICSI may reject or accept the goods and services at its sole discretion after imposing applicable penalty and decide accordingly on approval of the competent authority.
5. In case of failure to supply the goods / services of the ordered quantity / specifications / quality within the time schedule and at the agreed rates, the Institute shall have right to purchase the same from the market at the prevalent rate and the difference between the agreed price and purchase price would be recovered from the vendor. Further, if the supplied items are not in accordance with the ordered items then the Institute reserves the right to reject the whole lot or accept, whole or part supply, at less than the agreed / market price. Any loss to the Institute on this account shall be recovered from the vendor.
6. The successful bidder has to submit the security deposit /performance guarantee in the form of an Account payee Demand Draft / Banker’s Cheque or Bank Guarantee from nationalized bank of equivalent amount of 5% of the contract value on awarding the contract within 10 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 bid or work order or contract. The Bank Guarantee shall have to remain valid for the entire duration of the Contract plus three months (90 days) beyond the completion of contract period including warranty obligations. The successful bidder shall not be entitled to any claim or receive any interest on the amount of performance guarantee. The EMD of the successful bidder will be refunded after submission of the performance Guarantee/Security Deposit.

The successful bidder having valid registration with NSIC/MSME on the date of submission of tender, are also required to submit requisite security deposit / performance guarantee.

7. The quantities indicated in Part –“C” is tentative and may be increased/decreased at the sole discretion of the Institute. The successful bidder shall have no right to claim any minimum/definite volume of business or enhance per unit rate.
8. The successful bidder/tenderer will sign a Service Level Agreement (SLA) with the ICSI on the comprehensive onsite maintenance of the Software for a period mentioned for each item in the scope of work from the date of the acceptance of the same on the basis of the terms of tender and work order. Standard terms and conditions of Service Level Agreement are at **Annexure D**.

9. Scope of Work:

Service provider (i.e. vendor) is required to do the following:

- i. Bidder has to provide Software License with key with software assurance for five years in the name of the Institute of Company Secretaries of India. The License should be perpetual.
- ii. Bidder has to extend their technical support for any installations and troubleshooting during the software deployment.
- iii. Bidder should have all necessary patents, license rights, authority, agency and other proprietary rights required in respect of any device or method used by it for completing the Purchase Order. Bidder shall indemnify and hold ICSI harmless from and against any liability, penalty, cost or expense suffered or incurred as a result of Bidder failing to comply with this obligation.
- iv. Prices quoted should be for Institute premises and should be inclusive of all charges, levies, octroy, taxes, fees, cess & duties and any other statutory components for One Time cost to the ICSI except GST which is to be shown separately.
- v. The Principal Manufacturer will provide a certificate that the License of Software will be in the name of the Institute. This certificate is to be submitted by the bidder with the technical bid.
- vi. Escalation Matrix up to Three (3) levels should be provided.
- vii. For the item vendor has to provide the Software in CD / DVD / through Online link with user ID and Password compulsorily from where we can download the software. It should be reflected/updated in ICSI account of Microsoft Volume License portal.
- viii. In case within a 6 months if Institute wish to issue a repeat order to said software products bidder has to provide the software products within same cost and Terms and conditions.

10. GENERAL:

- a. **Modification/variation in Terms of Contract:** ICSI reserves the right to modify or may bring some variation in the terms and conditions of the contract on mutually agreed terms, if it is found necessary due to any operational difficulty or any other genuine reasons.
- b. **Recovery:** Whenever under the contract through this tender, any sum of money is recoverable by ICSI from the vendor or / and payable by the vendor to ICSI, the ICSI shall be entitled to recover such sum by appropriating in part or in whole from the security deposit of the vendor. In the event of the security being insufficient or if no security has been taken from the vendor, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the vendor or which at any time thereafter may become due to the vendor under said or any other contract with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the vendor shall pay the ICSI on demand the remaining balance due along with penalty.
- c. **Dispute Resolution:** Any dispute, difference, controversy or claim (“Dispute”) arising between the vendor and ICSI hereinafter jointly to be called “parties” and singularly as “party” out of or in relation to or in connection with the bidding, work order/agreement/contract, or the breach, termination, effect, validity, interpretation or application of this Tender/bid/ work

order/agreement/contract 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 appointed by the Secretary of 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 on parties to the arbitration proceedings.

- d. The parties are not entitled to approach any court of law without resorting to arbitration approach.
- e. **Jurisdiction:** All disputes arising out of or relating to the tendering / bidding shall be deemed to have arisen in Delhi and only courts having jurisdiction over Delhi shall determine the same.
- f. **Right to Black List:** ICSI reserves the right to blacklist a party / bidder for a suitable period under the following circumstances:
 - i. Giving false, misleading or fake information / document in the bid;
 - ii. Withdrawing the bid after opening of the Financial bids;
 - iii. Refusal to accept Purchase / Work Order at the quoted prices;
 - iv. Failure to supply goods of the ordered quantity / quality / specifications at the agreed rates within the time schedule;
 - v. Adoption of any unethical or illegal practices;
 - vi. any indiscipline behavior or hooliganism by the bidder or any of its employee(s) any other justified reason.
 - vii. EMD of black-listed Bidder shall be forfeited after giving him an opportunity of being heard. The decision of the ICSI shall be the final and binding.
- g. **Confidentiality:** The vendor acknowledges that all material and information which has and will come into its possession or knowledge in connection with this bidding process or the performance of the work order thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to ICSI will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The vendor agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to ICSI in divulging the information by the employees of the vendor, the ICSI shall be indemnified. The vendor agrees to maintain the confidentiality of the ICSI's information after the termination of the contract also. The vendor will treat as confidential all data and information about the ICSI /Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.
- h. **Sub-Contracting:** The vendor will not assign or transfer and sub-contract its interest / obligations under the Work Order / contract to any other concern / individual without the prior written consent of the ICSI.
- i. **Statutory Compliance:** The vendor will be required to comply with all statutory obligations from time to time applicable to this contract.
- j. **Force Majeure**
 - i) The vendor and ICSI shall not be liable for any failure to perform, any of its obligations under this to tender and Work / Purchase order 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. For the purpose of this Article, Force "Majeure" means any cause, which is beyond the successful bidder control or that of the Institute, as the case may be,

- ii) which both could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the order, such as:-
- War / hostilities
 - Riot or civil commotion
 - Earth Quake, Flood, Fire, Tempest, Epidemics, Lightning or other natural physical Disaster, Quarantine restricts and Freight embargoes
 - Restrictions imposed by the Government or other statutory bodies, which is beyond the successful bidder control or of the Institute, which prevent or delay the execution of the order either by the successful bidder or by the Institute.
- iii) If a Force Majeure situation arises, the vendor are required to promptly notify ICSI in writing of such condition and the cause thereof within a period of three (3) days from the date of happening of such an event requiring invocation of this force majeure article. Unless otherwise directed by the ICSI in writing, the vendor will continue to perform its obligations under this order as far as is reasonably practical and shall seek all reasonable alternative means for performances of this order.
- k. **Indemnity Clause:** The 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, the vendor will be liable to make good/compensate such claims or damages to the ICSI. As a result of the vendor action, inaction or any omissions, if ICSI is required to pay any damages to any individual, law enforcement agency or government authority, the vendor 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 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 institute due to negligence, carelessness or inefficiency of staff of the vendor, the vendor 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 vendor.
- l. **Cancellation of Award / Work Order:** 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 Vendor fails to discharge its obligation under this tender / Work Order without sufficient ground or found guilty for breach of condition(s) of this tender / Work Order, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or due to any other type of misconduct by the successful bidder or by its staff or agent.
- m. **Termination:** The ICSI without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving **One (1)** months' notice in writing in case Service Provider fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Service Provider or by its staff or agent or in case there are more than **Three (3)** penalties on the Service Provider in any month.

Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall continue by the Service Provider during the period of termination notice and the same must be satisfied before this agreement is terminated. The ICSI may also put in place any other agency for carrying out the remaining work and expenditure incurred on same shall be recovered from the Service Provider.

The Service Provider shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have been derived from the performance of this agreement in full, but which he did not derive in consequences of the full performance of this agreement not having been carried out, nor shall he have any claim for compensation / damage for the loss suffered by him by reason of termination of agreement by the ICSI. No claim for interest will be entertained by ICSI with respect to any moneys or balances, which may be in its hands owing to a dispute between itself and the Service Provider.

The quantities indicated in Part –“C” is tentative and may be increased/decreased at the sole discretion of the Institute. The successful bidder shall have no right to claim any minimum/definite volume of business or enhance per unit rate.

For any details / clarifications, bidders may contact Dr. Nikhat Khan, Director, IT (Tel. No.: 0120-4082019 Email id:nikhat.khan@icsi.edu) at ICSI.

Date: **November 24, 2020**

(A K Ghosal)
Director (Purchase & Stores)

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA
ICSI HOUSE, C-36, SECTOR-62, NOIDA -201309

Tender No.: ICSI/WS/2020/15

November 24, 2020

Sub: Tender for Procurement of Operating System Window Server 2019 Standard Version Academic License with Software Assurance Support.

PART 'B' (TECHNICAL BID)
Form I: PARTICULARS OF BIDDER

(ALL COLUMNS ARE TO BE FILLED IN BLOCK LETTERS)

1. Name of the bidder
 - (a) Trade Name _____
 - (b) Status of the Bidder _____
(Pvt. Ltd./Limited Co./Partnership/Proprietorship)
(Enclose self attested copy of document)
 - (c) Name of CEO/Directors _____
2. Postal Address _____
3. Telephone No. / Mobile No. for communication _____
4. (a) E-mail-id (mandatory) _____
(b) / Website address (if available) _____
5. Bank Draft No, date, Bank name and amount (if applicable)/MSME or NSIC Regn. No.
 - (a) Tender Fees _____
 - (b) EMD _____
 - (c) MSME/NSIC Regn. No. (if applicable) & its valid period _____
(Enclose self-attested certificate photocopy)
6. Name of the Banker, Branch Name, A/c No. and IFS Code
(for e-payment purpose) _____
7. PAN (Enclose self-attested photocopy) _____
8. GSTIN Code (Enclose self-attested photocopy) _____
9. Trade License/Business License/CIN (if applicable) _____
(Enclose self-attested photocopy)
10. Lab. Licence/EPF/ESIC Reg. No. (if applicable) _____
(Enclose self-attested photocopy)
11. Any other relevant information _____
(e.g. Number of Years of Experience in similar line of business / Turnover for last Financial year)

I/We hereby declare and affirm that I/we have read and understood the terms and conditions of this tender/quotation/NIT as stipulated in the tender notice No._____. Accordingly, I/ we accept the terms and conditions and hereby offer the rates for “_____ (name of the work or supply)” as per Financial Bid (Part 'C').

Signature _____
(Authorized signatory of the bidder)
Name of the bidder _____
Official seal of bidder _____

Date _____

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

**THE INSTITUTE OF COMPANY SECRETARIES OF INDIA
ICSI HOUSE, C-36, SECTOR-62, NOIDA -201309**

Tender No.: ICSI/WS/2020/15

November 24, 2020

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Form II(a): TECHNICAL DETAILS

S.No.	Particulars	Response
1.	List of existing clients to whom software supplied and giving service under Warranty in last 1 year with details of company, value of business, concerned person name & telephone no. (Please attach full details)	
2.	A) List of existing sites being maintained as per following: Name of the Company/Type of Software being maintained/No./Last Year's turn over. B) Please indicate the software principal/s brands you represent and your level of association	
3.	Please indicate in full the following details: A) Manpower available – Technical & Non-technical Number and name of the personnel who can provide Software support and do trouble shooting. B) Turnover of the company for last 3 financial years (F.Y. 2016-17, 2017-18 & 2018-2019) (Please attach supporting documents)	
4.	Authorization letter/Certificate from OEM as an Authorized Dealer/Partner of respective item.	
5.	Brochure of the product with detailed specifications.	

Signature _____
(Authorized signatory of the bidder)
Name of the bidder _____
Official seal of bidder _____

Date _____

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA
ICSI HOUSE, C-36, SECTOR-62, NOIDA -201309

Tender No.: ICSI/WS/2020/15

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Form II(b): Eligibility Criteria Details

S. No	Particulars	Response Yes/No	Supporting Document Reference with Page No.
i.	The bidder shall be a business entity, registered under the appropriate relevant law in India. Please attach relevant appropriate document e.g. Trade License / Registered Partnership Deed / Certificate of Incorporation / Copy of Registration Certificate (s).		
ii.	Average of the annual turnover of the bidder for each year of the last 3 years (FY 2018-19, 2017-18, 2016-17) should be above Rs.15 Lakhs Audited financial P&L statements and Balance Sheet to be enclosed.		
iii.	Bidder should have at least Three (3) years of experience in similar kind of projects. Submit the documents as proof.		
iv.	Bidder should have experience of previous project of similar kind at least 3 Purchase Orders during last three years has to be submitted as documentary proof.		
v.	The Principal Manufacturer (OEM) for Software will provide a certificate of warranty for Five (5) years in the name of the Institute. This certificate is to be submitted by the bidder with the technical bid		
vi.	The authorization letter/Certificate from the Principal Manufacturer as an Authorized Dealer/Partner.		
vii.	Submission of Tender Fee		
viii.	Submission of EMD or valid NSIC / MSME certificate/document (if applicable)		
ix.	PAN (Please attach self-attested photocopy of the documentary proof to be submitted)		
x.	GSTIN Code (Enclose self-attested photocopy)		
xi.	The bidder must have served at least Three (3) clients, out of which minimum One (1) should be from Central Government/ State Government/ Public Sector organizations/ Autonomous Bodies/ Statutory Bodies/ Trusts or Societies/ Business house (Please attach work order/agreement copy). Details along with Type of software being maintained are to be provided against		

	each client. Also name and contact details of the concerned officials of each client has to be provided.		
xii.	Bidder must not have been blacklisted by any Firm/Organization/School/Board/University/ Institution or any Government organization and no litigation is pending in the court of law against the bidder. Bidder also should not be under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice with any Central/ State Government Ministry/Department/ PSU/ Statutory Body / Government Company in last 5 years (Declaration from Authorized Signatory on the Bidder's Business Letter Head).		
xiii.	Bidder must have not been declared ineligible by the Government of India to participate for unsatisfactory past performance, corrupt, fraudulent or any other unlawful or unethical business practices. (Declaration from Authorized Signatory on the Bidder's Business Letter Head).		
xiv.	The Bidder 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.		
xv.	The bidder must have a valid ISO 9001:2008 / Equivalent certificate for quality and ISO 27001:2005 / Equivalent certificate for Data Security as on the date of submission of the bid (Please attach supporting document).		

Signature _____
 (Authorized signatory of the bidder)
Name of the bidder _____
Official seal of bidder _____

Date _____

**THE INSTITUTE OF COMPANY SECRETARIES OF INDIA
ICSI HOUSE, C-36, SECTOR-62, NOIDA -201309**

Tender No.: ICSI/WS/2020-21/15

November 24, 2020

Sub: Tender for Procurement of Operating System Window Server 2019 Standard Version Academic License with Software Assurance Support.

Form III: Tender acceptance letter to be printed on business letterhead of the bidder and to be submitted with the Technical Bid

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

Sub: Tender for Procurement of Operating System Window Server 2019 Standard Version Academic License with Software Assurance Support.

Sir,

This is with reference to the **Tender for Procurement of Operating System Window Server 2019 Standard Version Academic License with Software Assurance Support.**

We are interested to participate in the **Tender for Procurement of Operating System Window Server 2019 Standard Version Academic License with Software Assurance Support** dated _____.
We declare that:

- i) We have read and understood the terms and conditions given in the quotation / tender Document;
- ii) We are eligible for award of the contract as per the qualification criteria mentioned in the tender/quotation document;
- iii) We accept and agree to all the terms and conditions of the tender/quotation;
- iv) We shall comply with all the terms and conditions of the tender/quotation;
- v) All the information / documents provided in this bid are true to the best of our knowledge and belief. If at any stage, the information / documents are found to be false, misleading or incorrect then this Bid / Purchase Order shall be cancelled at our cost and risk and we shall indemnify the Institute (ICSI) for the loss caused due to the cancellation and we shall be liable for penal / legal action including black listing by ICSI.
- vi) We understand that ICSI reserves the right to cancel the tender/quotation at any stage or cancel / reject any one or more bid without incurring any liability.
- vii) The duly signed copies of all the tender pages are attached herewith.

(Signature of the Bidder)
Printed Name
Designation
Official seal/ stamp
Date:

**THE INSTITUTE OF COMPANY SECRETARIES OF INDIA
ICSI HOUSE, C-36, SECTOR-62, NOIDA -201309**

Tender No.: ICSI/WS/2020-21/15

November 24, 2020

Sub: Tender for Procurement of Operating System Window Server 2019 Standard Version Academic License with Software Assurance Support.

Tentative Terms and conditions of the Service Level Agreement

1) Compliances of Law:-

“A. Service Provider shall carry out the Services in strict compliance with all relevant laws and regulations of the State or Territory within India where the Services are being rendered and in accordance with the conditions of any permit, license or concession relating to any part of the Services, whether held by Service Provider, ICSI or any other concerned party.

B. 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 any law, or regulation, or such permit or license relating to any part of the Services.”

2) Intellectual Property Rights

Service Provider shall ensure that it holds all necessary patents, license rights and other proprietary rights required in respect of any device or method used by it while conducting the Services. Service Provider shall indemnify and hold ICSI harmless from and against any liability, penalty, cost or expense suffered or incurred as a result of Service Provider failing to comply with this obligation.

3) Indemnity

a. 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 conduct of the Services 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 this 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.

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

4) FORCE MAJEURE

The Parties shall not be liable for any failure to perform, any of its obligations under this 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.

5) Confidentiality of Information

a. During the term of this Agreement and thereafter, any disclosing party's Confidential Information received by the receiving party, under and by virtue of this 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 this 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. All such information/material shall be treated as confidential for a minimum period of two years after this agreement comes to an end or as agreed from time to time.

c. Provided that upon the expiration, cancellation, or termination of this 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.

d. Service provider shall sign Non-Disclosure Agreement with the ICSI for confidentiality of the data and information/records of the ICSI.

6) Genuine Software

Both parties agree that the software that is required to be used for the purposes as envisaged under this Agreement shall be genuine and registered software and not a pirated version of any nature.

7) TERMINATION

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

The ICSI without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving **One (1)** months' notice in writing in case Service Provider fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Service Provider or by its staff or agent or in case there are more than **Three (3)** penalties on the Service Provider in any month.

Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall continue by the Service Provider during the period of termination notice and the same must be satisfied before this agreement is terminated. The ICSI may also put in place any other agency for carrying out the remaining work and expenditure incurred on same shall be recovered from the Service Provider.

The Service Provider shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have been derived from the performance of this agreement in full, but which he did not derive in consequences of the full performance of this agreement not having been carried out, nor shall he have any claim for compensation / damage for the loss suffered by him by reason of termination of agreement by the ICSI. No claim for interest will be entertained by ICSI with respect to any moneys or balances, which may be in its hands owing to a dispute between itself and the Service Provider.

8) Blacklisting

Notwithstanding any other remedy, the ICSI may by notice in writing blacklist the Service Provider for suitable period in case Service Provider fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Service Provider or by its staff or agent or in case there are more than **Three (3)** penalties on the Service Provider in any month.

9) Governing Law

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

10) 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 authorised 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 Secretary of 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.

11) 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.

That it is expressly understood & agreed between the parties to this agreement that the personnel(s) employed / hired / engaged (permanent / regular / casual / contractual / temporarily / daily wager or whatever be the status / name) by the Service Provider directly or indirectly for the execution of work as provided under this agreement, 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.

12) Non-Exclusive Agreement

The agreement between the ICSI and 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 this Agreement.

13) Complete / Entire Agreement:

This Agreement, its Attachments, if any, and the documents specifically referred herein 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.

14) 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.

15) 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. A provision or right under this agreement

shall not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by all the parties.

16) Severability

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

17) 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.

18) Notices & Notifications:

All notices, notifications, request, consents or other communications required or permitted to be given to either party pursuant to this Agreement shall be in writing and shall be delivered personally or sent by Registered Post with acknowledgement due, Speed post or by courier to the addresses indicated in this Agreement. Any change of Address should be notified to each other.

19) Alteration and Modification

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

20) 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.

21) 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 Purchase / Work Order
- (4) The Offer / RFP / Tender

22) Jurisdiction of Courts:

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

**THE INSTITUTE OF COMPANY SECRETARIES OF INDIA
ICSI HOUSE, C-36, SECTOR-62, NOIDA -201309**

Tender No.: ICSI/WS/2020-21/15

November 24, 2020

Sub: Tender for Procurement of Operating System Window Server 2019 Standard Version Academic License with Software Assurance Support.

PART 'C' (FINANCIAL BID)

The bidder has to quote rate inclusive of all for **Operating System Window Server 2019 Standard Version Academic License with Software Assurance Support** as per terms of the contract including statutory taxes and duties **except GST** which is to be shown separately as per the financial bid format.

S. No.	DESCRIPTION/PRODUCT/PART NUMBER	Unit	HSN Code	Qty.	Unit Price (Rs.)	GST%	Total Amount for 16 Licenses including GST (Rs.)
1	WinSvrSTDCore SNGL LicSAPk OLP 16Lic NL Acdmc CoreLic Product Win Server STD with SA - 16 core <u>Part Number :</u> 9EM-00048 Including 5 years software assurance support	Nos.		16			
	Total Amount for 16 Licenses including GST (In words)	Rupees.....					

Delivery: ICSI House, C-36/ C-37, Sector-62, Noida (U.P.)

Date:

Name and Signature of Bidder
with Corporate Seal
Mobile No.
