



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/IT/Tally on Cloud/2024 – 25/94

25 July, 2024

Sub: RFP for Implementation of latest Tally Prime Accounting software on Cloud and hosting through 'MeitY' Empaneled Cloud Server (DC with Backup), its consolidation in Oracle ERP and providing comprehensive Support for five (5) years at ICSI

Important Date & Information		
1	RFP Publish Date	25 July, 2024
2	Cost of RFP	Rs.1,180/- (Rs.1,000/- + 18% GST) (Rupees One Thousand One Hundred Eighty Only)
3	Earnest Money Deposit (EMD)	Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only)
4	Last date and time for Sending Pre-Bid Queries	All queries have to be sent at gaurav.bansal@icsi.edu by 2:00 PM 02 August, 2024
5	Replies of Pre-Bid queries	If any, will be uploaded on the following website/portal on or after 03 August, 2024 after 5:00 PM on website of the Institute (www.icsi.edu) and/or Central Public Procurement Portal (CPPP) (https://eprocure.gov.in/epublish/app). In case of pre-bid meeting (*) is requested by the prospective bidders along with the pre-bid queries, the date, time and venue shall be intimated accordingly.
6	Last Date of Submission of Bids	20 August, 2024 by 2:00 PM
7	Address for submission of Bids	The Institute of Company Secretaries of India, ICSI House, C – 36, Sector – 62, (Ground Floor: Tender Box), Noida – 201309
8	Bid Validity	270 days from the date of opening of bids
9	Date, time & Venue of opening of Technical Bids.	20 August, 2024 at 3:00 PM The Institute of Company Secretaries of India, ICSI House, C – 36, Sector – 62, Noida – 201309
10	Date and time of opening of commercial bids.	To be intimated at a later stage, only to technically qualified bidders.
11	Contact details	A. K. Rath, Joint Secretary (IT), ICSI, Tel. No.:0120-4522018 Email Id: asit.rath@icsi.edu All pre-bid queries have to be sent at gaurav.bansal@icsi.edu
12	Institute Website	www.icsi.edu

(*) The pre-bid meeting may be held through physical / electronic mode (if requested by prospective bidders through e-mail). Date, time and mode of Pre-Bid meeting (through physical / electronic mode) will be informed through the e-mail ids those who request for the same and also be notified on the ICSI's website (www.icsi.edu) and/or Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/epublish/app>).

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
(Under the jurisdiction of Ministry of Corporate Affairs)

HQ: ICSI HOUSE, 22, INSTITUTIONAL AREA, LODI ROAD NEW DELHI-110003
ICSI NOIDA OFFICE: ICSI HOUSE, C-36, SECTOR-62, NOIDA-201309 (UP)

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RFP for Implementation of latest Tally Prime Accounting software on Cloud and hosting through ‘MeitY’ Empaneled Cloud Server (DC with Backup), its consolidation in Oracle ERP and providing comprehensive Support for five (5) years at ICSI

INTRODUCTION:

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

The Institute has four (4) **Regional Offices (ROs)** at New Delhi, Kolkata, Mumbai & Chennai, Three (3) **Centre for Corporate Governance Research & Training (CCGRT)** at Mumbai, Hyderabad and Kolkata. The Institute has currently Seventy-two (72) **Chapter offices (COs)**, spread across India.

The Institute is the only recognized professional body in India to make provision for the regulation and development of the profession of Company Secretaries with the vision to be a global leader in promoting good Corporate Governance and with a mission to develop a high caliber professional facilitating good Corporate Governance. Any person intending to become a “Company Secretary” has to enroll himself for the course offered by the Institute, get the eligibility to appear in the examinations conducted by the Institute, pass the examinations and acquire the prescribed experience and practical training as prescribed by the Institute. The Institute conducts the course of Company Secretaryship on All India basis and awards the certificate bestowing the designation of Company Secretary (CS) to a candidate qualifying for its membership.

Institute has implemented ERP (Oracle EBS R12) modules (HRMS, Employee self-service, Payroll, Financial, Inventory, Purchase and Order Management). Presently ICSI Head quarter, four (4) Regional offices and three (3) CCGRTs are using Oracle ERP Financial module for the accounting. ICSI Chapter offices are using different accounting software’s e.g. Oracle ERP Financial module / Apex module, various versions of Tally accounting software as standalone system and accessible locally.

Institute intends to implement **centralized Tally Prime accounting software on Cloud and hosting through ‘MeitY’ Empanelled Secure Cloud Server environment (DC with Backup)** for its Chapter Offices so that ICSI users can access the Tally server on 24x7 basis and work remotely from anywhere and the information of each and every Chapter office may be available on a centralized platform on real-time basis and the respective offices (CO/RO/HQ) may generate individual and consolidated financial report directly from the Tally system itself.

Sealed tenders are invited by the Institute of Company Secretaries of India (Institute) from the **GVLA (Government and Very Large Account) Partner** of OEM M/S Tally Solutions Pvt Ltd in India **for Implementation of latest Tally Prime Accounting software on Cloud and hosting through ‘MeitY’ Empaneled Cloud Server (DC**

with Backup), its consolidation (integration) in Oracle ERP and providing comprehensive Support for five (5) years at ICSI as per the details given in the Part 'A', 'B' & 'C' of the Tender Document.

The Request for Proposal document contains statements derived from information that is believed to be relevant as on date but does not purport to provide all the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with ICSI. Neither ICSI nor any of its employees, agents, contractors, or advisers has carried out or will carry out an independent audit or verification exercise in relation to the contents of any part of the document, subject to any law to the contrary, and to the maximum extent permitted by law, ICSI and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of ICSI or any of its officers, employees, contractors, agents, or advisers.

DEFINITIONS

- i) The "ICSI" / "Institute" means THE INSTITUTE OF COMPANY SECRETARIES OF INDIA, New Delhi.
- ii) **'MeitY'** means Ministry of Electronics and Information Technology
- iii) The "Contract" means Agreement executed between the ICSI and successful bidder for the **Implementation of latest Tally Prime Accounting software on Cloud and hosting through 'MeitY' Empaneled Cloud Server (DC with Backup), its consolidation in Oracle ERP and providing comprehensive Support for five (5) years at ICSI.**
- iv) "Operating Unit" or "Accounting unit" means the ICSI office (Chapter Office /Regional Office/ Head Office)
- v) "Bidder" or "Tenderer" means the agency/firm that is engaged in the business of **Implementation of latest Tally Prime Accounting software on Cloud and hosting through 'MeitY' Empaneled Cloud Server (DC with Backup), its consolidation in Oracle ERP and providing comprehensive Support for five (5) years at ICSI** and applies in response to this notice inviting RFP.
- vi) "Vendor" or "Service provider" means the successful bidder who is engaged by ICSI for **Implementation of latest Tally Prime Accounting software on Cloud and hosting through 'MeitY' Empaneled Cloud Server (DC with Backup), its consolidation in Oracle ERP and providing comprehensive Support for five (5) years at ICSI** through this RFP process by entering into the contract with the ICSI.
- vii) 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.
- viii) The words "**Contract**", "**Agreement**", "**Order**" to be read inter alia and the words have been used inter-changeably. Therefore, the words may be understood and interpreted correctly as may be best applicable.
- ix) "Party" means ICSI or Vendor individually and "Parties" shall mean ICSI and Vendor collectively.
- x) "Letter of Intent" means the communication of the intention of the ICSI to the vendor for the award of work read with tender documents.
- xi) "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 Institute of Company Secretaries of India (ICSI) is seeking proposals from the **GVLA (Government and Very Large Account) Partners** of OEM M/S Tally Solutions Pvt Ltd in India having expertise to provide service for the **Implementation of latest Tally Prime Accounting software on Cloud and hosting through 'MeitY' Empaneled Cloud Server (DC with Backup), its consolidation in Oracle ERP and providing comprehensive Support for five (5) years at ICSI.**
2. The tender document can be downloaded from 25 July, 2024 to 20 August, 2024 (till 01:00 PM) from the website of the Institute (www.icsi.edu) or Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in/epublish/app>) for which Bidder would be required to enclose a demand draft of **Rs.1,180/- (Rs.1,000/- + Rs.180 for 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.1,180/- (Rs.1000/- + Rs.180 for 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 the bid. The bidder who fails to submit the cost of the tender document along with the bid, their 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 document, the latest version of the tender document published by the ICSI through website notification at **Institute's website: <https://www.icsi.edu/tenders/> and/or Central Public Procurement Portal (CPPP):<https://eprocure.gov.in/epublish/app> will be** treated as authentic and correct.

All bidders having registration with NSIC/MSME may take exemption from submission of requisite fee towards the cost of Tender, however, they must submit copy of valid NSIC/MSME certificate in envelope No. 1 instead of tender fee.

3. Earnest Money Deposit (EMD)

- i. Every bidder has to make a deposit of Earnest Money (EMD) of **Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand 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 of the EMD using following online link: "<https://apps.icsi.edu/TenderApp/>" and enclose the receipt of online payment generated by the system with the bid.
- 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. The balance of the performance security amount by the successful bidder can also be submitted through demand draft issued from any of the scheduled bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi.

(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).

4. 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.

5. The sealed tenders are to be submitted in prescribed format on the bidder's business letter head duly stamped, signed and dated on each page of Part 'A' & 'B' and 'C' as a token of the bidder's unconditional acceptance to the terms prescribed by the Institute. Details/supporting documents wherever applicable, if attached with the tender must be duly authenticated by the bidder. No over-writing shall be accepted unless authenticated with full signature of the bidder. ICSI shall reserve its discretion to decide on authenticity/validity of the over-writing without prejudice to its any other right. **Every page of the Tender document must be signed, stamped and submitted with the Tender by bidder.**

6. Bid Submission: Each bidder shall submit the tender in three separate sealed envelopes, (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 (Annexure B), Form III (Annexure C), Annexure D, and Annexure F to Annexure H along with all requisite documents are to be put in **envelope No. 2** (please mark the envelope as "**No. 2 – Technical Bid**"), (iii) Part 'C' (Annexure E) only is to be put in **Envelope No. 3** (Please mark the Envelope as "**No.3 – Financial Bid**"). All the sealed envelopes bearing No. 1, 2 and 3 are to be put in main envelop i.e. Envelope No. 4.

7. The bidders must mention the price details in the prescribed format of price bid which is to be put in the sealed envelope as instructed at Sr. No. 6 above. The bidders should ensure that price details are not mentioned anywhere, except the prescribed price bid format. In case, during the evaluation it is found that the bidder has mentioned the price details anywhere, other than the prescribed price bid; the bid submitted by such bidder shall be out rightly rejected.
8. The sealed tender envelope duly super scribed, **“Request for Proposal for Implementation of latest Tally Prime Accounting software on Cloud and hosting through ‘MeitY’ Empanelled Cloud Server (DC with Backup), its consolidation in Oracle ERP and providing comprehensive Support for five (5) years at ICSI”** due on **20 August, 2024**” must be addressed to **Secretary**, 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 20 August, 2024**.

Address:

Secretary
The Institute of Company Secretaries of India
ICSI House, C-36, **(Ground Floor: Tender Box of Dte. of Purchase)**
Sector-62
Noida – 201309 (UP)

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

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

9. The **Technical Bid shall be opened on 20 August, 2024 at 3:00 PM** or any other date and time as notified later on in the Institute of Company Secretaries of India at ICSI House, C-36, Sector-62 Noida 201309 or any other place as notified later on in the presence of those bidder(s), who wish to be present. ICSI may decide to open the bids on electronic mode. Mode, Date & time of opening of bids will be informed through the e-mail id those who requests for the same and also be notified on the on ICSI’s website (www.icsi.edu). No separate communication will be sent in this regard through any other mode of communication. **In the event of due date being a closed holiday or declared Holiday for ICSI-HQ / Central Government offices, the due date and time for opening of the bids can be changed on the sole discretion of ICSI which will be notified only at the ICSI website (tender page).**
10. 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.

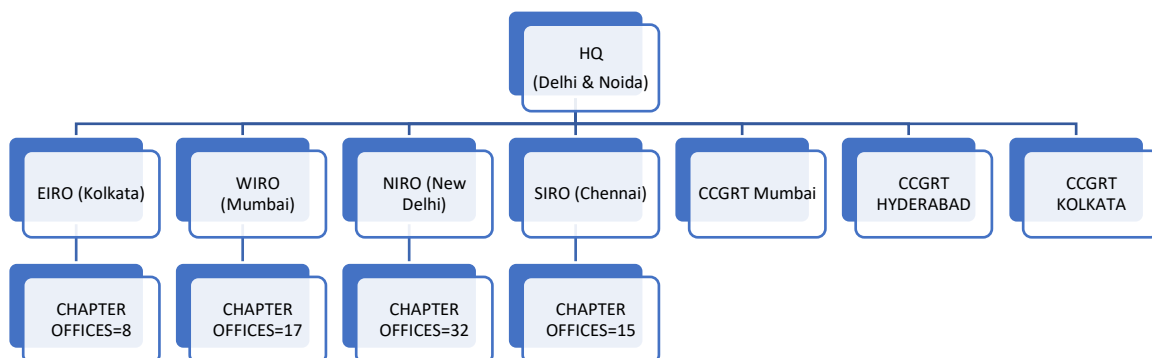
- 11.** The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.
- 12.** The bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged between the Bidder and the ICSI shall be in English.
- 13.** 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.
- 14.** ICSI may call for any additional documents, from the participating bidders during the technical evaluation process to establish their eligibility. ICSI may also call for further technical clarification on the proposals submitted by the bidders.
- 15.** 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.
- 16.** 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. Please note that all the information as desired needs to be provided. Incomplete information may lead to rejection of Bid.
- 17.** 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.
- 18.** The Institute reserves the right to accept or reject any or all the tenders including the lowest tender(s) without assigning any reason or to cancel the whole tender process at any stage without assigning any reason whatsoever at its sole discretion prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the ICSI's action. The decision of the Institute will be final and binding on all concerned.
- 19.** 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.

20. 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.
21. 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.
22. 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.
23. At any time, prior to the date of submission of bids, ICSI may, for any reason, at its own initiative modify RFP document by amendments. The amendments shall be notified on ICSI's web site, i.e. at <https://www.icsi.edu> and these amendments will be binding on all the Bidders.
24. 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.
25. 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.

26. Current System Environment at ICSI

The Institute has its **head office** at 22, Institutional Area, Lodi Road, New Delhi. The Institute has another office at C-36, Sector – 62, Noida. The Institute has four (4) **Regional Offices (ROs)** at New Delhi, Kolkata, Mumbai & Chennai, Three (3) **Centre for Corporate Governance Research & Training (CCGRT)** at Mumbai, Hyderabad and Kolkata. The Institute has currently Seventy-two (72) **Chapter offices (COs)**, spread across India.



Region wise list of Chapter office name is mentioned in Annexure -I

Presently, Institute is using ERP (Oracle EBS R12.2) modules (HRMS, Employee self-service, Payroll, Financial, Inventory, Purchase and Order Management) at its offices as per applicability. ICSI Head quarter, four (4) Regional offices and three (3) CCGRTs are using Oracle ERP Financial module for the accounting.

ICSI Chapter offices are using different accounting software's Eg; Oracle ERP Financial module / Apex module, Various versions of Tally accounting software as standalone system etc.

27. 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:

Bid of bidders not fulfilling the Eligibility conditions given below and as in the bid are liable to be summarily rejected.

Sl. No.	Criteria	Documents/Information to be provided in the submitted Bid
1.	The bidder shall be a company having their registered office in India and must be incorporated or registered either under relevant Act or any of the following Acts – the Indian Companies Act, 1956 or The Indian Companies Act, 2013. The bidder has to ensure that the Object Clause of its MOA must have mention of the subject services explicitly.	Attach self-attested copy of valid Certificate of Incorporation and MOA & AOA
2.	Board Resolution certified by the CEO/MD or Company Secretary of the bidder or Power of Attorney issued by the CEO/MD of the bidder in favour of the Authorized Signatory of the bid on behalf of the Bidder.	Attach Original Power of Attorney or certified copy of the board Resolution.
3.	The bidder shall be the single point of contact for ICSI and shall be solely responsible for providing all the mentioned services, support, warranties etc. in this RFP	Attach self-undertaking from Authorized Signatory on the Bidder's Business Letter Head.
4.	The bidder must be in operation in India for a period of at least 5 years as on last date of bid submission and should have support office operational in the Delhi-NCR.	Attach valid documentary proof against presence of office in Delhi/ NCR: Copy of rent agreement/ telephone bill /electricity bill or similar document.
5.	Average Annual Turnover in immediately preceding three consecutive financial years (i.e. 2020-2021, 2021-2022, 2022-2023) ended as on 31.03.2023 must not be less than Rs. 2 Crores per annum. The turnover refers to the individual Bidder and not the composite turnover of its affiliates, subsidiaries / sister concerns or parent company(ies) etc.	Attach self-attested copy of Audited financial Profit & Loss statements and Balance Sheet.
6.	The bidder must be a profit-making company since the last three financial years (2020-2021, 2021-2022, 2022-2023).	Attach self-attested copy of Audited financial Profit & Loss statements and Balance Sheet.
7.	The bidder shall have minimum 5 years' experience in similar type of implementation and support of Tally (Multiuser) on cloud (Preferably on MeitY empanelled cloud Data centre) for Government/ Semi Government/ Autonomous Organizations/ Public Sector Utilities/ Institutions/ Private Sector in India as main contractor during the last Five financial years. At least one project of a Govt / PSU customer on Meity empanelled cloud Data centre.	Provide copy of Work Order/contract order/job order/ completion certificate along with details (name of contact person, email mobile/telephone of the representative of the client) and Self Certificate which should specify nature of work, contract period, contract value, location where services were provided and current status of the project (i.e. Go-Live or completed).

	<p>The bidder must have operation in India for last 5 years in providing similar services to Central Govt Ministries / Departments/ Public Sector Undertakings/ Universities / Autonomous Institute / Statutory Bodies / Banks / Multinational Companies etc.</p> <p>The reputation / track record of the bidder will be subject to verification by ICSI.</p>	
8.	<p>The Authorization letter (MAF) from Tally for the products & services provided from the principal manufacturer to the bidder for this RFP</p>	<p>Attach authorization letter [Manufacturer's Authorization Form (MAF)] from OEM M/S Tally Solutions Pvt Ltd for the products & services provided from the principal manufacturer to the bidder for this RFP</p> <p>The certificate should be valid as on the date of award of contract.</p>
9.	<p>The bidders must be authorized partner of OEM (Tally) with partnership type:</p> <ul style="list-style-type: none"> • GVLA (Government and Very Large Account) or • Five (5) Star certified and GVLA (Government and Very Large Account) 	<p>Bidder has to compulsorily produce a certificate issued by OEM Tally Solutions Pvt Ltd indicating the Tally partnership type of the Bidder.</p> <p>The certificate should also be valid as on the date of award of contract.</p>
10.	<p>Hosting of Tally Prime Accounting software on Cloud through 'Ministry of Electronics and Information Technology' (MeitY) Empanelled Cloud Server in India.</p> <p>*The Cloud Service Provider (CSP) should be listed under Ministry of Electronics and Information Technology (MeitY), Govt. Of India Website (http://meity.gov.in)</p>	<p>(i) Attach proof of empanelment with validity for the cloud service provider (CSP) empanelment with "Ministry of Electronic & Information Technology (MeitY), Govt. of India"</p> <p>(ii) Attach authorization(s) letter, issued by the MeitY empanelled cloud service provider (CSP) to the bidder for supplying of the required Cloud services in this RFP document, clearly mentioning the RFP detail, bid number, date addressed to the ICSI for the same.</p> <p>Or</p> <p>Undertaking from the MeitY empanelled Cloud service provider (CSP) on its letter head mentioning that the bidder has tied up with the Cloud service provider (CSP) for the required Cloud service in this RFP document, clearly mentioning the bid number, date , validity.</p>
11.	<p>Cloud Service Provider's Data Centres should be ISO 9001: 2000 or higher, ISO 20000-1, ISO 27001, ISO 27017 & ISO 27018 certified and Certification under process will not be considered.</p>	<p>Attach valid document in support.</p>

12.	The Bidder should have at least 10 qualified and experienced professionals (with minimum Three (3) Tally Certified professionals) in the Area of Technical development and Functional -Accounting & Taxation in Tally accounting software on its company payroll	Attach declaration from Authorized Signatory on the Bidder's Business Letter Head.
13.	The bidder must have successfully completed/executed at least three (3) projects of similar nature comprising of Supply, Customization, Implementation, Integration, Training and Maintenance & Support of Tally (Multi User License) Package centrally to be hosted on Cloud (preferably on MeitY empanelled Cloud Data centre) with user base of at least 30+ and access through URL from 30+ locations across the India in last five years (preferably in Delhi /NCR), out of which at least one project of a Govt / PSU customer on MeitY empanelled cloud Data centre.	Work order with order value detailing the scope OR Agreement copy defining the scope & value. AND Certificate from the client for Successful Completion of work (Implementation / GO-Live / Support Completion) with date.
14.	Submission of Tender Fee	Please attach receipt / DD of the tender fee or valid NSIC / MSME certificate/document.
15.	Submission of EMD or valid NSIC / MSME certificate/document.	Please attach copy of EMD receipt/DD or valid NSIC / MSME certificate/document.
16.	PAN	Please attach self-attested photocopy of PAN
17.	GSTIN Code	Please attach self-attested photocopy of GSTIN Certificate
18.	PF / ESI Registration Number	Please attach self-attested photocopy of PF/ESI registration certificate
19.	Bidder should not have been blacklisted by any Firm/ Organization/ School/ Board/ University/ Institution or any Government organization and no litigation is pending in the court of law against the bidder. Bidder also should not be under any legal action or not declared ineligible to participate for unsatisfactory past performance by the Government of India for indulging in corrupt, fraudulent, coercive, undesirable or restrictive practices or any other unlawful or unethical business practices with any Central/ State Government Ministry/Department/ PSU/ Statutory Body / Government Company in last 5 years. The Bidder also must not have been declared bankrupt/insolvent or should not have filed for bankruptcy/insolvency in the past five years or in the process of being declared bankrupt / insolvent before any designated authority.	Attach an Undertaking from Authorized Signatory on Rs. 100/- Non-Judicial Stamp Paper duly notarized by the Notary Public.
20.	The Bidder who has refused to continue or sign the agreement in past for any contract awarded by ICSI, will not be eligible to participate in this tender. The Bidder who was awarded any contract in the past by the Institute but terminated during the contract period due to unsatisfactory performance will not be eligible /considered to participate in this tender.	Attach declaration from Authorized Signatory on the Bidder's Business Letter Head.

All above mentioned documents are required to be submitted along with the RFP. Non-submission of any documents or submission of incomplete, misleading or false information may render the bidder liable for rejection or cancellation of their bid.

Note:

- Bids submitted as consortium / joint venture / partnership / similar arrangement will be disqualified.
- ICSI is looking at single partner arrangement, any arrangement for splitting of work will lead to disqualification / termination as the case may be at any stage.

28. Mandatory information requirements

The following are the mandatory information requirements that need to be provided by the bidder as part of the bid response:

S. No	Mandatory requirements	
1.	Project implementation, Rollout, handholding & Training plan	
2.	Operations and Maintenance plan after Go Live	
3.	Quality parameters of the deliverables	
4.	MIS procedures (Daily/weekly/fortnightly/monthly)	
5.	Escalation matrix up to CEO(Chief executive officer) level along with name, designation, mobile no, email id	
6.	Escalation Procedure	
7.	Detailed CVs (including qualification, certification, experience) of the category wise resources to be assigned to the project as per the criteria mentioned for their engagement.	CVs of personnel, to be deployed. Certified CEO or any authorized person by the CEO.

All above mentioned information & documents are required to be submitted along with the RFP. Non-submission of any documents or submission of incomplete, misleading or false information may render the bidder liable for rejection or cancellation of their bid.

29. 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 Tender invalid. Only bidders whose Infrastructure/Technical experience particulars as stated in tender are determined to be in consonance with Institute’s requirements shall be considered further in the Tender Evaluation Process.

30. The rates to be quoted by the bidder shall expressly be inclusive of all charges including statutory taxes, fees, cesses, duties, levies, charges, surcharges and other components, etc. (net to Institute). GST component shall have to be mentioned separately as per price bid format. No component of cost / tax shall be paid by the Institute unless the same is included specifically in the quotations.

31. Bid Validity: Price quoted must be valid for at least 270 days from the date of opening of technical bid. However, the prices finalized after opening the tenders shall not increase throughout the period of Contract.

ICSI reserves its discretion to extend the validity of the Tender with the mutual consent of the concerned bidder.

- 32.** Incomplete bid shall be rejected out rightly.
- 33.** At any time prior to the last date for receipt of bids, the ICSI, may, for any reason, whether at its own initiative or in response to a clarification requested by the bidders, modify the tender document by issuing an addendum/corrigendum. Any such amendment issued along with the original tender document will constitute revised tender. The addendum/corrigendum will be uploaded on the ICSI website. The bidders are requested to visit the website frequently to check for any amendments.
- 34.** The ICSI may at any time during the tendering process but before opening the financial bid request the bidders to submit revised technical / financial bids and/or supplementary financial bids, in case of change in Scope of Work, without thereby incurring any liability to the affected bidder or bidders.
- 35.** In case of non-compliance by the bidder, of any of the terms and conditions as stated in the tender documents / Service Level Agreement (SLA) or if the Bidder withdraws or amends, impairs or derogates from the tender / Service Level Agreement (SLA) in any respect within the period of validity of the tender / Service Level Agreement (SLA) or bidder fails to execute the work as per the Tender/Work Order or fails to deliver the satisfactory performance during the period of contract, or fails to execute agreed Service Level Agreement (SLA), ICSI shall have the right to invoke the said Bank Guarantee and to forfeit the security deposit / earnest money deposit and such decision of the ICSI shall be final.

36. Bid Preparation:

- a. **The page numbers should be marked on each page of the Bid** with flag for each document which are mandatory to fulfil the eligibility criteria along with supplied documents and append an index page showing document name, section, on page no.
- b. The Bids without the seal and signatures of the bidder’s authorised signatory in all pages of all documents will be disqualified.
- c. 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.
- d. **Format for Pre-bid Queries:** For any query related to bids, clarification from ICSI can be sought in the following format (**Excel**):

Name of the Project:

Name of the Bidder:

Sr No	Page No	Section No	Line From Document	Question

Signature:

Name of the authorised Signatory:

Company seal:

Note: All the queries should be sent in this format in **MS Excel only** to email id: gaurav.bansal@icsi.edu . No other format is acceptable apart from this format.

37. 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.

- **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.
- **Profile of the Bidder:** Bidders are required to furnish the details of the bidder in the format prescribed as under:
(Please provide soft copy in Excel format apart from the signed hard copy)

S No	Particular	Response
1	Tender Reference Number	Tender No. ICSI/IT/Tally on Cloud/2024 – 25/94
2	EMD Payment Detail (If applicable) /MSME or NSIC Regn. No.	
	a. Bank name	
	b. DD number	
	c. MSME/NSIC Regn. No. (if applicable) & its valid period (Pl. Enclose self-attested certificate photocopy)	
3	Name of Bidder	
4	Status of the Bidder (Pvt. Ltd./Limited Co.)	
5	Complete address of the bidder (Pl. Enclose Proof)	
	City	
	State	
6	Bidder Contact details	
	a. Phone No	
	b. email	
	c. website	
7	Contact details of authorized person of Bidder who have signed the tender	
	a. Name	
	b. Designation	
	c. Mobile No	
	d. Office phone No	
	e. Email id	
8	Date of incorporation/registration (Pl. Enclose Proof)	(DD-MON-YYYY)
9	Date of commencement of business (Pl. Enclose Proof)	(DD-MON-YYYY)
10	Number of years in business in India	
11	Net worth of the bidder company/firm (Pl. Enclose Proof)	
12	Name(s) of the directors/Partners	

13	PAN Number (Pl. Enclose Proof)	
14	GST Number (Pl. Enclose Proof)	
15	PF/ESI Certificate Number (Pl. Enclose Proof)	
16	Details of turnover in last three financial years (i.e. 2020-2021, 2021-2022, 2022-2023.) ** Attach copies of audited annual accounts for the past 3 years	
	FY 2020-2021	
	FY 2021-2022	
	FY 2022-2023	
17	Bidder profit-making status since the last three financial years (2020-2021, 2021-2022, 2022-2023) (Yes/No)	
18	Tally Partnership status: • GVLA (Government and Very Large Account) or • Five (5) Star certified and GVLA (Government and Very Large Account)	
19	Total Number of employees (with minimum Three (3) Tally Certified professionals) in the Area of Tally (Technical development, Functional (Accounting & Taxation)) on the payroll of bidder	
20	Name & address (with contact detail email, phone no) of "MeitY" Empanelled Cloud Service Provider (CSP)	
21	Valid ISO certification having by Cloud Service Provider's Data Center	
22	Bidder Bank account detail (for e-payment purpose)	
	a. Bank Name and address	
	b. Branch Name	
	c. Branch Code	
	d. MICR code	
	e. IFSC Code	
	f. Account Number	
	g. Beneficiary Name	

- **Details of experience in handling similar projects in the last five years as on 31st March 2024 in following format – also provide soft copy in Excel format apart from the signed hard copy (Pl. Enclose Proof)**

Description	Project-1	Project-2	Project-3	Project-4	Project-5
Client Name					
Complete Address					
Project description in brief					

Actual value of the Project					
Duration with Start date - end date					
Name of CSP (Cloud Service Provider) used for hosting					
Status (Completed / Ongoing)					
Detail of document attached for proof (eg WO/PO No & date, Completion certificate with date)					
Contact detail of the representative of the client					
a. Name					
b. Designation					
c. Mobile No					
d. Office phone No					
e. Email id					

- **Details of at least three (3) successfully executed projects of similar nature in the past five years as on 31st March 2024 in following format – also provide soft copy in Excel format apart from the signed hard copy (Pl. Enclose Proof)**

Description	Project-1	Project-2	Project-3	Project-4	Project-5
Location					
Client Name					
Complete Address					
Type of Organization (Govt / Semi Govt /University / Institution/ Private etc)					
Name of Project					
Project description in brief					
Actual value of the Project					
Name of CSP (Cloud Service Provider) used for hosting					
User Base					
Date of Go-Live / Completion					
Duration with Start date - end date					
Status (Completed / Ongoing)					
Detail of document attached for proof (eg WO/PO No & date, Completion certificate with date)					

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

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

Particular	Client reference-1	Client reference-2	Client reference-3
Organization Name			
Complete Address			
Type of Business			
Project description in brief			
Actual value of the Project			
Date of completion of project			
Contact person detail			
a. Name			
b. Designation			
c. Mobile No			
d. Office phone No			
e. Email id			

- **Acquaintance with Existing process**

- The BIDDERS are advised to study the Institute's complete IT set-up and existing ERP software applications / accounting software packages using for maintaining accounts at the offices of ICSI before submission of their bid.
- 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.

38. Evaluation of Technical Proposals

For evaluation of bids, ICSI will resort to the Quality cum Cost Based System (QCBS) method of evaluation as detailed below:

- Proposals which are not supported by adequate proof / Supplementary documents will not be evaluated.
- 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, Work Schedule, and Activity Schedule, arrange client interactions / visits. The date and time of the presentation / interactions will be intimated individually.
- d. 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 \(Click Here\) \(enclosed as Annexure D\)](#). The marking scheme presented is an indication of the relative importance of the evaluation criteria.
- e. Bids which don't secure the minimum specified technical score will be considered technically disqualified and will not be considered for financial evaluation.

39. Evaluation of Financial-Bid

The Financial-Bid evaluation is done only for those bids which are responsive, and which have a Final Technical Score of at least 50 marks.

Financial bids of only those Bidders will be opened who will qualify in the technical bids evaluation process. The date, time and venue for opening the financial bids will be intimated to the technically qualified bidders only.

Commercial Evaluation (CE)

- a. In case of Commercial Evaluation of the Proposal, Full marks (100 marks) will be allotted to the Bidder who quotes the lowest financial bid (L1).
- b. While the Bidder with lowest financial bid (L1) will get a financial proposal score (FPS) of 100 marks, other Bidders will be awarded in proportion to the marks scored in relation to the Bidder with the lowest bid. Thus, the other Bidders will get marks < 100. The Financial proposal scores (FPS) of all other bidders will be determined by the formula:

$FPS = \text{Lowest Financial bid } [(L1) / F] * 100$ (Where F is the financial bid by this Bidder).

For example: If Bidder A quotes Rs.100 and Bidder B quotes Rs.50, Bidder B will be allotted 100 Marks on the ground that it is the lowest Bidder. Bidder A will get (Inversely Proportional) $FPS = (50/100)*100 = 50$ marks

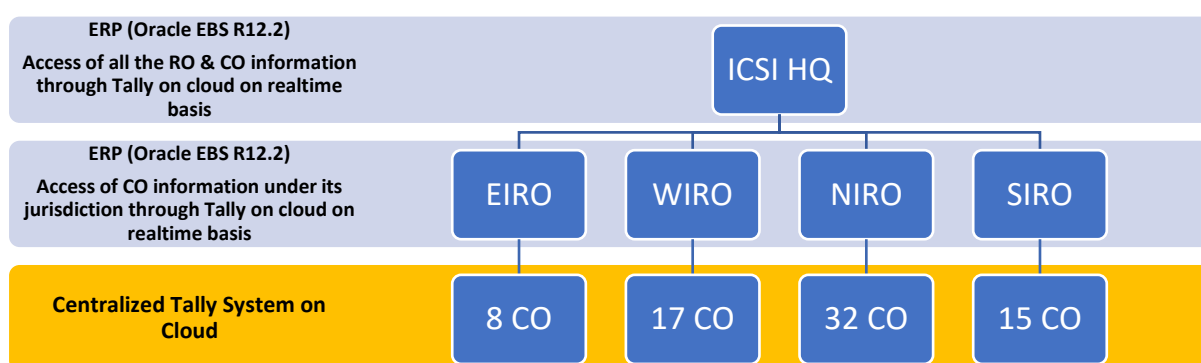
Total score = 50% x technical proposal score + 50% x Financial proposal score

ICSI reserves its right to seek clarification on the financial bid submitted by the bidders. ICSI may also devise any method or process to derive the best competitive price for the tendered service.

II. Scope of Work and Services to be Rendered

Institute intends Implementation of **centralized Tally Prime Accounting Software on Cloud and hosting through ‘MeitY’ Empanelled Secure Cloud Server environment (DC with Backup)** along with secure shareable folder for its Chapter offices. Therefore, that user can access the Tally server by 24x7 and work remotely from anywhere to do real time data entry so that information of each and every chapter office will be available on a centralized platform in real-time basis and the authorized offices (CO/RO/HQ) may generate individual and consolidated financial report directly from the Tally system itself.

Proposed accounting structure after Implementation of Cloud based centralized Tally Prime accounting software for the Chapter offices of ICSI:



This project shall be divided into three (3) phases as hereunder:

Phase	Part	Description
1	A	A. Hosting of Tally Software on “Ministry of Electronics and Information Technology (MeitY) empanelled cloud server (DC with Backup)” B. Supply, Installation, configuration, integration, deployment & testing of Tally Solution on Cloud C. Rollout including Remote hand holding and Training (Online) D. User management E. Backup and Restore Services F. Future Updates /Upgradations G. Centralized Helpdesk support
	B	Migration of all the accounting units (Chapter Offices) to the Centralized Tally System on cloud
2		Customization as per ICSI requirements & Go-live
3		Comprehensive Support after successful Completion of Phase 1 & 2 (Recurring Costs-Tally Software, IT Infra on Cloud & AMC)

Bidder shall do a comprehensive analysis of the Tally accounting system requirements for the ICSI and prepare elaborate system architecture and design documents.

The bidder shall be entirely responsible for the architecture of the Tally accounting system implemented to satisfy all the features, functions, requirements and performance as described in this document including sizing of the required IT infrastructure on cloud in order to satisfy service levels as defined in this RFP. Bidder should ensure all possible and required improvements.

Phase-1

The first phase of this project would comprise of supplying the latest version of Tally Accounting software licenses (Tally Prime Multi User, Tally Prime Server and TVUs), provision for hosting of online Tally Accounting Software on DC (Data centre) of cloud service provider empanelled with **Ministry of Electronics and Information Technology (MeitY)**, Govt. of India on service model, implementation of Tally Accounting System for the 78 offices at ICSI (72 Chapter offices (Accounting units), 4 Regional offices, 2 Head offices).

Phase-1 (Part-A)

A. Hosting of Tally Software on “Ministry of Electronics and Information Technology (MeitY) empaneled cloud server (DC with Backup)”

Detailed Hosting requirements for ICSI Tally Accounting System are mentioned below:

- I. Total Number of indicative Tally Users shall be **80 presently**. The number of users may grow up to 10% every year during contract period and bidder shall have to ensure adequate IT infrastructure for the new users and associated transactions **as per the rates quoted in the bid and without any additional cost to the ICSI.**
- II. The Tally software should be hosted in "secured cloud server" so that it can be accessible from anywhere without any glitches/hindrance. The bidder also has to ensure the secure connection mechanism between secured Cloud server and Tally system/server so that it can be accessible from anywhere via web browser.
- III. Selected bidder shall implement and host provided Tally Software application & server (for 78 offices of ICSI across the India) in a “Ministry of Electronics and Information Technology (MeitY) empaneled secured cloud server (DC with Backup)”. **The hosting must be done on a server located within India during entire contract period.**
- IV. The bidder has to provide remotely accessible **secure shareable folder** with the Tally system to the authorized users of ICSI to share and work on any document/ report parallelly. Therefore, that user can access the Tally server 24x7 and work remotely from anywhere. so that information of each and every unit may be available on a centralized platform in real-time basis.
- V. User should be able to print/ export reports/ data locally and able to upload / copy/paste data to cloud from local devices.
- VI. ICSI reserves the right to increase/decrease the number of users/ licenses at any point / requirement.

Note: Following key elements areas needs to be considered by Bidder for providing the infrastructure as a service and finalization of BoM on Cloud for this project:

a. **Assessment, Provisioning and Installation of IT Infrastructure on cloud**

- I. BIDDER is required to perform a detailed assessment of Cloud based Tally Accounting Software solution requirements mentioned in this TENDER, the number of ICSI Offices location, users,

transaction volumes and assess the infrastructure requirements for operationalization of the Tally Accounting Software on Cloud and to provide the services in conformance with the RFP. While assessing requirement of the IT infrastructure on cloud for Tally Software & Server, BIDDER shall ensure that the proposed infrastructure supports the necessary performance requirements.

- II. BIDDER is required to perform necessary sizing of IT infrastructure on cloud for implementation of Tally Software and to maintain the performance of the systems in line with the SLAs provided in this TENDER. However, the system proposed by bidders shall ensure scalability and performance requirements.
- III. The Tally System should have appropriate servers in high availability mode with security features such as firewall, IPS, SSL, Anti malware, encryption etc. to meet the service levels defined in this TENDER. The configuration of IT infrastructure should be commensurate with the ICSI offices (Accounting & Supervisory Units) and users mentioned in this TENDER
- IV. During the entire project period, if the performance of the system is affected on account of the hardware limitations on cloud, due to the growth in the **transaction volumes** (Currently Approx. 750 Vouchers /day) and **number of users** (Currently 80 users) up to the extent of 10% year on year during contract period), the bidder is required to update, upgrade & augment the infrastructure on cloud at no additional cost to the ICSI (For e.g. Additional servers, storage space etc).
- V. BIDDER shall need to make suitable arrangements on cloud for Tally web servers, appropriate database, system software etc as applicable conforming to SLAs. Domain /Subdomain name will be provided by ICSI.
- VI. The Bidder shall be responsible for all the managed services and Operations & Maintenance Support in the provided “MeitY empanelled cloud server (DC with Backup)” along with all the required legitimate software’s (Windows Server with latest version; MS Office- Excel, Word; Adobe Reader- PDF, Antivirus, Anti malware/ Anti Ransomware etc.) / accessories etc., for proper secure hosting and server configuration for making the complete Tally system Go-live and thereafter during the entire contract period as per the RFP.

b. IT infrastructure, Security & hosting on cloud – (DC with backup)

- I. Cloud Service Provider (CSP) must be empanelled with “Meity, Govt. of India”.
- II. The bidder has to setup, configure, migrate, commission and maintain the required IT infrastructure on cloud (DC with Backup) as per MeitY CSP guidelines.
- III. DC (Data Centre) should comply with at least **Tier III standard** and **TIA-942** norms.
- IV. The bidder/system integrator has to provide compliance undertaking for DC every year indicating the compliance to the Tier III standards. ICSI may audit the facility to verify the compliance.
- V. Bidder shall ensure **data sovereignty** during entire contract period of this project and submit a self-certificate in this regard

c. Installation, configuration, commissioning and maintenance on cloud during project period:

- I. The BIDDER shall be responsible for installation, configuration, commissioning and subsequent maintaining of entire IT infrastructure provided on cloud for the Tally Accounting System at DC site.
- II. Tally Accounting system design must be such as to require the minimal installation, if at all, at the user's end, besides the Internet Browser. The Tally system should be able to support latest version of all common browsers like Internet explorer, Edge, Mozilla, Chrome.
- III. Tally Accounting System should be able to access from any device Desktop, Laptop.
- IV. Tally Accounting System Should be able to access from any OS Windows, MAC, Linux etc.

d. IT Security:

- I. It would be desirable for the Data Centre to hold security certification by a reputed agency and should take all security measures to avoid any hacking and threats.
- II. Various levels of security should be provided by the Cloud Service Provider.
 - Physical Level – Authorization, Authentication, CCTV, Biometric access etc.
 - Logical Level – Firewalls, Intrusion Detection, Anti-virus, etc.
 - Data Level – Encryption (needed in-transit.), Recovery etc.

e. Cloud Tally server should follow the below mentioned criteria:

- I. High End Multi Core/Multi Processor Servers with Managed Administration, Security, Backups.
- II. Secure encryption eg. SSL encryption during data transmission over web / Network security / connectivity from anywhere via web browser/System.
- III. Closely monitored server security with regular security patches
- IV. Multi redundant Bandwidth Network.
- V. Complete power redundancy

f. Configuring the server in line to the required Tally Accounting software Solution on Cloud for the approx. 80 users at the 78 offices of ICSI across India as per RFP (Please mention IT infrastructure component in Project implementation plan & Project Charter)

- CPU/Virtual machine
- RAM
- Storage space
- Installation and configure Tally application server and Shared data folder
- Provide Data transfer facility as per requirement
- Antivirus, Antimalware installation and configuration
- Provide firewall and IPS for enhanced security.
- Configuring port as per requirement of ICSI
- High availability for application and database

g. Other Software licenses for hosting and accessing of Tally software System on cloud

- Bidder shall be responsible for providing any other legitimate software/accessories required for secure hosting and server configuration on Cloud for making the Tally Accounting system Go-Live, without any extra cost to ICSI.
- The bidder shall provide required software licenses (if any) for accessing the ICSI Tally Accounting system on Cloud through internet browser by the users without any extra cost to ICSI during the entire contract period.

B. Supply, Installation, configuration, integration, deployment & testing of Tally Solution on Cloud

a) Supply of latest version of Tally software licenses (Prime Multi User and Tally Prime Server)

- I. Selected bidder shall supply the latest version of Tally software licenses (Tally Prime Multi User, TVU and Tally Prime Server) for the users at the approx. 78 (seventy-eight) offices of ICSI. List of offices is mentioned in **Annexure -I**
- II. The Tally accounting software licenses should be supplied in the name of the “**The Institute of Company Secretaries of India**” and all the original copy of the Tally licenses certificate, agreements, Tally Software Services (TSS) login credentials and user manuals etc must be submitted to ICSI before the start of implementation of the project.
- III. Bidder shall supply the latest version of Tally software licenses with all types of access / rights (like Customization in Application & Database, unlimited transactions, scalable etc) to ensure the sustainability of the implemented Tally solution in all aspects. Any software limitation/restriction must be informed in the submitted proposal / bid.
- IV. The number of users may grow and then BIDDER has to supply additional Tally user / Tally Virtual User (TVU) software licenses **as per the OEM (M/S Tally) policy**
- V. Some of the Chapter offices of ICSI already having licensed Tally accounting software’s hence the existing Tally licenses may be utilized for the TVU (Tally Virtual user) licenses as per the authorization provided by ICSI. The list of existing Tally user licenses will be provided to the selected bidder before the starting of project. The bidder is required to convert the existing Tally licenses at ICSI to TVUs as per the license policy of OEM Tally and supply the additional required Tally user licenses for this project accordingly. ICSI will make the payment for the additional TVU licenses supplied after adjusting existing Tally user licenses accordingly. Bidder will be responsible for further renewal and upgradation of the deployed Tally software licenses.
- VI. ICSI reserves the right to increase/decrease the number of Tally users/ licenses at any point / requirement.

b) Installation, configuration, integration, deployment, Security & testing of Tally Accounting system

- The Bidder shall ensure the configuration, integration, customization and deployment, testing and maintaining the required Tally software application on cloud for the ICSI as per the brief Functional and Technical requirements mentioned under the Scope of work of the RFP.
- The Bidder shall implement the Tally Accounting Software solution in a MeitY empaneled secured cloud server for the 78 offices (Chapter offices, Regional offices & Head Office) of ICSI with required transaction, technical, functional and system administration rights as authorized by the ICSI.
- Bidder shall create and manage the user account (create users, assign security level based on the role, assign password and deactivate the users, define password policy) in **Tally Software application** and **Secure Cloud server** for all the approx. 78 offices of ICSI across the India.

- At every stage of the deployment process, the different components of the proposed Tally solution must get thoroughly tested by the bidder to make it bug-free.
- The Tally system should have appropriate servers in high availability mode with security features such as firewall, IPS, SSL, Anti malware, encryption etc. to meet the service levels defined in this TENDER. The configuration of IT infrastructure should be commensurate with the ICSI office's locations (Accounting Units) and users mentioned in this TENDER

Tally Implementation and Rollout

- The BIDDER shall implement Tally software application on cloud for the ICSI as per the brief Functional and Technical requirements mentioned under the Scope of work of the RFP.
- The BIDDER will be responsible for providing appropriate services in implementation of offered Tally Solution on Cloud including integration and supporting the operation of the proposed solution during implementation. These services should include, but not be limited to, the following:

I. Project charter

The detailed **project charter** as prepared and submitted by BIDDER shall comprise of the following, but not limited to:

- Project charter should include the detailed project plan, indicating all activities with roles and responsibilities of deployed resources and time schedule of deliverables, required to be prepared at the start of the project and submitted to ICSI **within 7 days after the date of acceptance of Purchase/Work Order by the bidder.**
- The project charter should also contain brief project description, approach and methodology, milestones, project organization, roles and responsibilities, project risks and mitigation plans, dependencies etc.
- The project charter should also contain the Technical Specification on Cloud with Data Size to be used for the hosting of proposed Tally system in Cloud environment for the 78 offices of ICSI.
- The project charter should include a detailed program for installing, customizing and implementing the Tally solution covered under this TENDER.

II. Implementation of the ICSI Tally software system on cloud shall comprise of the following:

1. The BIDDER shall implement and configure the latest Tally Accounting Software for the users at the approx. 78 (seventy-eight) offices of ICSI across the India as per the below-mentioned office type wise access requirement.

Office Type	No. of Office	Required access on Cloud based Tally solution
Head Office (HQ) (Delhi & Noida)	2	Whole access to manage the system administration, Technical & Functional aspects of Tally system on Cloud.

		HQ user should be able to create, Configure and synch masters and generate individual and consolidated financial report / ledgers of all the regional/ chapter offices for consolidation and analysis.
Regional Office (RO) (EIRO, WIRO, NIRO, SIRO)	4	Regional office (Supervisory units) should be able to view and generate individual and consolidated financial report / ledgers of all the chapter's offices under its jurisdiction only for consolidation and analysis.
Chapter Offices (CO)	72	Chapter office (Accounting units) should be able to do data entry and view ledger/reports of that chapter office only
Total Offices	78	

2. Full implementation of standard (default) features of Tally software released by OEM M/S Tally.

3. Implementation of Uniform Accounting System through a uniform Chart of Accounts, Ledgers and Sub- Ledgers across all the accounting units across all the mentioned office of ICSI (**Annexure – I: List of Offices**). Bidder shall study existing chart of accounts being used by ICSI chapters offices and suggest changes/ improvements for uniformity, if any and upon approval by ICSI implement the same.
4. **Master Data:** Bidder shall create & configure all the masters for all the seventy-two (72) accounting units (chapter offices) in proposed Tally Solution to make it enabled for data entry by the users at the ICSI Chapter offices (CO) like:
 - Users' setup for all the Accounting & supervisory units
 - Chart of Account (Company code, Cost centres, Natural Accounts)
 - Currency
 - Accounting Calendar
 - Document sequence / Voucher numbers sequences
 - Supplier masters
 - Bank Masters
 - Uploading of Opening balances including bill wise outstanding of creditors /debtors (if any) for Aging analysis purpose

Common chart of accounts needs to maintained in both the applications i.e., Oracle ERP application (For HQ/RO/CCGRTs) and Tally Accounting software (for Chapter offices) to achieve the uniformity of masters and consolidation of books of accounts in Oracle ERP at HQ and in Tally Accounting Software at CO/RO level. The bidder shall be responsible for collecting required master & transactional data of the Chapter offices (Accounting units) and uploading & configuring in Tally Accounting Software to make it enabled for the data entry at all the Chapter offices (Accounting units). ICSI will provide requisite data of accounting units for uploading in Tally accounting software as per the templates provided by the bidder.

5. Data Synchronization and Consolidation of Accounts

- As common chart of accounts needs to be maintained in both of the applications i.e. Oracle ERP (For HQ/RO/CCGRTs) and Tally accounting Software (for Chapter offices) to achieve the

uniformity of masters and consolidation of books of accounts in Oracle ERP at HQ and in Tally Accounting Application at CO/RO/HQ level.

- All the masters (chart of accounts) will be created & configured in Oracle ERP and Tally Application at HQ and need to be created/synced in all the accounting units in Tally accounting Software application to avoid any duplication and enable proper consolidation of accounts books.
 - Bidder shall be responsible for creation of master's data and further synchronization of master's data in the ICSI Tally Accounting System for all the Chapter offices (accounting units) during the entire contract period – as and when required.
6. **Taxation and compliances** Provided Tally Accounting system must be enabled with all the requisites features (process and reports) for the Taxation (GST, TDS etc) and regulatory/statutory compliances in India like TDS/TCS compliances and filling and GST compliances and filling, GST Invoices /e-Invoice, GSTR-2B and GSTR-2A reconciliation, GSTR-1 reconciliation etc.
7. **Security Management in Tally Software application**
- **User management:** Bidder shall create and manage the user account & profile (create users, assign security level based on the role, assign password and deactivate the users) in **Tally Software** for all the users at approx. 78 offices of ICSI across the India as authorized by ICSI time to time.
 - Define security level, user-level rights and assign specific access to the users as per their roles and responsibilities.
 - Define password policy comprising of password strength, password expiry, password history, allowing the user to change password etc.
 - **Audit trail:** Tally Software Application should maintain complete **audit trail** of all transactions (add, update and delete) using transaction log reports as per the guidelines issued by **Ministry of Corporate Affairs (MCA)**, so that errors in data, intentional or otherwise, can be traced and reversed, throughout the project duration. Tracking a voucher right from creation to details of alterations and last alteration done like username, user employee id, narration (reason for altering) and alteration date and Generation of alteration report.
8. Role based security setup to be made for mapping of GL codes, Cost center, supplier ledger, Banks etc with respective accounting unit.
9. Access Controls must be provided to ensure that the databases are not tampered or modified by the system operators or database administrator.
10. **Auditor login access for view only - for auditing purposes in Tally accounting software by the Auditor (Internal and Statutory) at ICSI offices.**
11. Configuration of **document sequence** / Voucher number sequence in a manner that ensure continuity of voucher number in sequential order and retain original voucher number without skipping / renumbering on insertion (Any deletion is not allowed).

12. Budget and Bank reconciliation must be operational with default features.

13. User rights in Tally Software system for ICSI

Users' rights to be assigned in the provided Tally Software solution as authorized by ICSI time to time. Office type wise permissible access for the data entry and view reports in the ICSI Tally Software, are mentioned below:

Office Type	Transaction / Data Entry Access				Reports Access
	Entry	Alter	Delete	Master creation /Sync	
Chapter Offices (CO)	YES	NO	NO	NO	Yes (Ledger/reports of its office only)
Regional Offices (RO)	NO	NO	NO	NO	Yes (Individual and consolidated financial report / ledgers of all the chapter's offices under its jurisdiction only)
Head Office (HQ)	NO	NO	NO	YES	Yes (individual and consolidated financial report / ledgers of all the regional/ chapter offices for consolidation and analysis.

The above is indicative and detailed access controls needs to be discussed and finalized in consultation with ICSI during implementation period.

In case any Chapter Office (Accounting Unit) require creation of any new master/Ledger (Supplier, Bank, Cost centre, GL account etc) then they (Accounting units) will send requirement to Centralized Helpdesk at ICSI HQ / Bidder site, it will be created and confirmed to requesting Office by Tally support team at HQ / Bidder site subject to approval by the competent authority at ICSI. Further masters record needs to be synced automatically to all the Accounting Units in Tally Accounting system as per the requirement. No users will be allowed to delete the transactions; in case any transaction has to be rectified or cancelled it will be done by passing the reverse Journal Entry.

14. **Reports & Dashboard:** Bidder shall ensure following:

- All the standard reports (Accounting Reports, Financial Reports, Management Control Reports, Aging analysis Report) & dashboards should be enabled under the provided Tally Application to the ICSI.
- Respective office detail (Office name & address, contact number, GST, PAN etc) should be displayed in the header of reports.
- Generation of statutory compliance report with respect to TDS, service tax/GST etc.
- User should be able to print/ export reports/ data locally and able to upload / copy/paste data to cloud from local devices.
- Report should be generated in required format like Excel, PDF etc

15. The ICSI-Tally design must be such as to require minimal installation, if at all, at the user's end, besides the Internet browser. The ICSI-Tally system should be able to support latest version of all common browsers like Internet explorer, Edge, Mozilla, Chrome.
16. Implement data security to allow for changes in technology and business needs.
17. **Testing:** Bidder shall be responsible to carry out all the required testing which include user acceptance tests, integration test, at every stage of the deployment process, the different components of the proposed Tally solution must get thoroughly tested by the bidder to make it bug-free before Go-Live.

C. Rollout including Remote hand holding and Training (Online)

The selected Bidder shall be responsible for Successful Rollout of Tally Accounting software at each ICSI Office (CO/RO/HQ), including configuration of the ICSI Offices specific information, providing application training to the Offices (List of offices in Annexure – I) & proper hand holding support to the users **for at least 15 working days** to ensure smooth transition to Tally accounting application on Cloud.

Bidder shall ensure **adequate manpower** to provide Online handholding & training to all Chapter Offices (Accounting units) till the end of the roll out duration. In case require Offline Training then vendor official has to be relocated at the regional offices of ICSI.

The bidder has to undertake the following activities with respect to the Pilot & rollout of the application at each of the Office:

- Pilot of the application in identified model Chapter offices
 - Stabilization of the application based on issues encountered and feedback obtained during pilot.
 - Functional hand holding of the Tally Application to the users
 - Ensure the smooth data entry and generation of all reports on-line through the implemented system after the completion of Phase-1 (part-A) at each of the Offices.
 - Rollout of the application to all Chapter Offices (Accounting units) based on fulfilling the agreed acceptance criteria as decided by ICSI for go-live at individual Chapter offices (Accounting units).
- A. **User management** - Bidder shall create and manage the user account & profile (create users, assign security level based on the role, assign password and deactivate the users) in **Tally Software** and in **Secure Cloud server** for approx. 80 users as authorized by ICSI time to time.
- B. **Backup and Restore Services**- The services to be provided by BIDDER shall include:
- I. The full (Application & database) backup must be taken in an automated manner on daily basis in the cloud or as per the decided backup policy by ICSI time to time.
 - II. The full (Application & database) backup must be shared with ICSI in an automated manner on end of the day basis or as per the decided backup policy by ICSI time to time.
 - III. Monitoring and enhancing the performance of scheduled backups, schedule regular testing of backups and ensuring adherence to related retention policies as defined by ICSI.

- IV. The minimum **retention period** of the daily backup must be 7 days, monthly backup for the whole year and yearly backup for whole contract duration or as per the decided retention policy by ICSI.
- V. If any hardware and/or software issue occurred in server on Cloud (DC) and server is down, the selected bidder must ensure the restoration of the ICSI Tally accounting system service within minimum time period to avoid any penalty given under SLA (see **Annexure F** of this RFP)
- VI. Prompt execution of on-demand backups of volumes and files whenever required or in case of upgrades and configuration changes to the system.
- VII. Real-time monitoring, log maintenance and reporting of backup status on a regular basis
- VIII. All data of ICSI and its backups of “ICSI Tally Accounting system on Cloud” to be provided to ICSI on termination of the contract (or as & when required) to the satisfaction of ICSI.
- IX. It must be noted that for all data which is entered in to the proposed Tally Accounting system, the ownership rights will stay with ICSI.

C. Future Updates /Upgradations

- a) The Successful Bidder is required to provide, install and commission all the software up gradations/ enhancements from time to time, during the entire contract period free of cost to the ICSI.
- b) Any up gradation in the Tally Accounting Software shall be made available to ICSI timely and without any additional cost as per the OEM Policy.
- c) The Successful bidder is required to upgrade OS, DB, any other Software provided by them for providing cloud environment and hosting
- d) All the incidental expenses for making systems operational will be the sole responsibility of the selected vendor without any additional cost.
- e) If the application stops complying with the scope of work, and terms & conditions mentioned in this RFP, the bidder will upgrade all its service and infrastructure required for successful compliance in accordance with this RFP without charging any extra amount from ICSI.

D. Centralized Helpdesk support

The bidder shall establish and provide central helpdesk facility from ICSI Head office, Noida for all Technical and Functional support requirements from the users across ICSI offices.

Bidder shall operate the IT Helpdesk from the date of successful completion of Phase 1 (Part-A).

The structure of the helpdesk support shall be as follows:

1. **Dedicated 1 (One) Tally resource** person (Resident Engineer) must be deployed at ICSI Head office (Noida/Delhi) from **Monday to Saturday and on holidays in exigencies** for supporting Technical and Functional aspects for day-to-day operations and requirements Under the ICSI Tally accounting System at the offices of the ICSI.
2. **One Support/ Project manager** exclusively for ICSI is to be assigned for coordination by the vendor for handling ICSI’s complaint/account during support period. Support /Project manager must be available in person at ICSI Head office (Noida/Delhi) minimum 1 (one) day in a week in

the first three months from the starting day of the helpdesk support and thereafter minimum 2 (two) days in a Month (once in 15 days) or as per the requirement of ICSI.

Hours of operation of the Helpdesk:

Operating Hours	Days of the week
09:30 AM to 06:00 PM	Monday to Saturday and on holidays in exigencies
	Any other date and time as requested by ICSI

Following contact details for helpdesk will be provided by the bidder as part of scope.

Helpdesk Contact	Mobile /Phone	Email id
Tally Resource (Resident Engineer)		
Support/ Project manager		

Although One resource will be deputed by vendor for centralized helpdesk support at ICSI, but Overall responsibility of the development, maintenance & support and management of the assignments under this contract will remain with the Service Provider. In case if any addition resource or domain expert is required to depute at onsite for any critical activities then same will be provided by bidder without any additional cost.

Detailed scope of Helpdesk support is mentioned under the Scope of Comprehensive support Post successful completion of Phase-2 & Go-live.

Phase-1 (Part-B) Migration of all Accounting units (Chapter Offices) to the Centralized Tally System on cloud

This shall comprise of the following:

- a) Consolidation and Integration of accounts of all accounting units (Chapter offices and Regional Offices) so that consolidated trial balance, Balance sheet, Profit & Loss account, schedules to Balance Sheet and Profit & Loss Account, Cash flow statement as per Tally default (standard) format can be generated.
- b) Implementation of Uniform Accounting System through a uniform Chart of Accounts, Ledgers and Sub-Ledgers. Access control for modification to chart of accounts must be restricted to authorized people at ICSI Head office level.
- c) Designing uniform code of accounts as per ICSI requirements for All the Accounting Units, Profit Centers / Cost centers, customers, vendors etc. Code lists shall be provided by ICSI.
- d) Common chart of accounts needs to be maintained in both of the application i.e. Oracle ERP (For HQ/RO/CCGRTs) and Tally Accounting System (for Chapter offices) to achieve the uniformity of masters and consolidation of books of accounts in Oracle ERP at HQ and in Tally Accounting System at CO/RO/HQ level.
- e) Purpose of above mentioned points 'a' to 'd' is to generate Income & Expenditure statement, Costs & Profitability- Profit Centre wise (i.e, Regional Office, Chapter Office) ,Cost centre wise , Programme wise , Supplier –wise & so on.
- f) Migration of opening balances, as on **01st April 2024 (or any other cut of date as decided by ICSI)** to be uploaded from old system for each Chapter Office to new Tally ERP System on Cloud, with the coordination of ICSI Team. Vendor will require to share the templates with ICSI for the required data to be uploaded in new Tally accounting software on cloud. Uploading of Opening balances including bill wise outstanding of creditors /debtors (if any) for Aging analysis purpose.
- g) Pre-defined TDS rates are to be fed in the Tally accounting software for payments booked under a particular revenue head of account to facilitate Auto calculation of TDS while entering the voucher.
- h) Satisfying the requirement of accounting as per the GST Law so that data required for compliances under GST with respect to payment of periodic GST and filing of periodic GST returns. For this the vendor may require to co-ordinate and work with the GST Implementation consultant of ICSI at Chapter office/ Regional Office/ HQ.

Phase 2 Customization as per ICSI requirements

- I. Bidder shall customize the Tally Accounting Software system as per the scope of work. BIDDER needs to perform actual requirement gathering. The functional requirement provided in this TENDER is for the purpose of reference only. The BIDDER is required to capture all possible and required functional requirements, pre-go-live.
- II. Any Customization under the Tally software in such a manner where nobody can alter or delete the transactions irrespective of authorization.
- III. **Consolidation (Integration) of Tally data in Oracle ERP (Financial Module)**

The bidder shall provide a functionality to fetch all the Tally data (Accounting units wise date) in a required format to be pushed on Oracle ERP server at HQ on daily basis for the consolidation of Tally data in the financial module of Oracle ERP.

It may be achieved through **the Automatic Export of Tally data of all the Operating units (OU)** in provided path of server at ICSI data centre on daily basis (or as per decided by ICSI) in the .csv sheet template/format shared by ICSI.

or through direct **Integration with Oracle ERP** (without human intervention).
- IV. Provide utility to upload bulk invoices in Tally accounting software through excel.
- V. Necessary checks to be placed to ensure that all the expense, income, assets & liabilities are done through a customer/ vendor/ party account as per the ICSI requirements.
- VI. Rights based security setup to be made for mapping of GL codes, Cost center, supplier ledger etc. with respective accounting unit.
- VII. Access Controls must be provided to ensure that the databases are not tampered or modified by the system operators or database administrator.
- VIII. Generation of Invoice/ Debit Note/ Credit Note/ Payment/ Receipt in compliance with the relevant GST law and ICSI requirements for its customers with the facility to print, export, mail directly from TALLY at the end of accounting units (Chapter offices) and supervisory units (Head Office / Regional office) of ICSI.
- IX. Generation of Consolidated financial reports at Head Office / Regional office, as per reporting & MIS requirement of ICSI. 10 customized reports may be required by the ICSI for various purposes which the vendor has to develop & deliver at no additional cost. Format of the customized reports will be shared by ICSI.
- X. Devising a detailed User manual of customized Tally solution with the frequent asked questions for the users, with updates from time to time as per ICSI requirement

Project acceptance criteria: The project will be treated as implemented in all respects once the accounts masters are created, the opening balances are entered/ migrated, the accounts of all the accounting units (Chapter offices) are implemented, configured properly in Cloud based Tally accounting software, All the Chapter offices are able to enter various types of vouchers /transactions smoothly in the initial one (1) month, ICSI offices (HQ, RO, CO) are able to generate all kind of reports for that period from the implemented Tally system to the satisfaction of ICSI and final Trail balances figures of the offices are moved in to Oracle ERP.

Warranty period: During the warranty period of one (1) year the bidder will provide unconditional support and fix all problems, to the satisfaction of ICSI.

Phase 3-Comprehensive Support Post Go- Live i.e. Satisfactory completion of Phase 1 & 2

Maintenance and support services from the date of Go-Live: Maintenance and support services of the entire ICSI-TALLY Accounting System on Cloud including IT infrastructure, Servers, Network and Equipment during the contract period.

As part of the operations and maintenance services, the BIDDER shall provide support for the software, hardware, and other infrastructure on Cloud that are in the scope of this TENDER.

Selected BIDDER shall also provide **comprehensive support** for smooth operations of “**Tally Accounting system on Cloud for ICSI**” for 5 (five) years from the date of satisfactory implementation and Go-live, which includes following:

1. Application software maintenance and support
2. Continuous Annual Technical Support (ATS) for all the licensed software
3. Operations and maintenance services for the infrastructure provided and commissioned by the BIDDER for the TALLY solution at the Data Centre on Cloud
4. Central Helpdesk for support
5. Periodic reporting

1. Application software maintenance and support

Maintenance and support of the implemented “**Tally Accounting system on Cloud for ICSI**” at all the accounting units / offices, shall include following:

a. Application-level monitoring

- Monitoring application processes and services availability
- monitoring application-level usage, Monitoring system performance
- Performance analysis and tuning measures
- Ensuring 99.5% uptime of the application. Providing regular reports in respect to the same.
- Monitoring of Server against any virus threat, crashes, etc

b. Bug Resolution – Providing Technological support for any issue/ query/problem faced by the users at the Offices of ICSI as and when required.

Vendor shall first try to resolve it through remote desktop support/ telephonic support, If the problem does not get resolved through online/telephonically mode, vendor needs to resolve the

issue on site where the Office location is as per terms and conditions. TA / DA will be as per actual on submission of bills, as the norms of the institute shall be paid

- c. Sorting out any errors pertaining to user access, data synchronization, setups and functionality in Tally Accounting System on Cloud without any additional cost to ICSI.
- d. Maintenance and support of the existing customizations & Integrations in the implemented Tally Accounting Software system at ICSI
- e. Any amendments required to be incorporated due to change in any statutory law/ functional requirement in the Implemented Tally software.
- f. Provide proper training to improve Tally usage in terms of GST, TDS and other Modules as and when any amendment take place in the Tally System.
- g. **Periodic training sessions** on the Tally Accounting software modules on Remote -as and when required by the ICSI Offices. Advance intimations may be given to the offices through mail and over the telephone. **Minimum 8-man days** end user classroom/online training by the Tally expert per year at ICSI
- h. Provision of technological support for any query/problem faced by any of ICSI staff as and when required which need to be resolved as per timelines mentioned in the SLA. In case the vendor does not resolve the query/defect to the satisfaction of ICSI within 7 working days, ICSI can get the work done from outside party at the cost of bidder. On repeated failure to resolve queries or repeated failure to remove software defects, ICSI can terminate the contract and forfeit guarantee money.
- i. **Backup and Restore Services- The services to be provided by vendor shall include:**
 - I. The full (Application & database) backup must be taken in an automated manner on daily basis in the cloud or as per the decided backup policy by ICSI time to time.
 - II. The full (Application & database) backup must be shared with ICSI in an automated manner on end of the day basis or as per the decided backup policy by ICSI time to time.
 - III. Monitoring and enhancing the performance of scheduled backups, schedule regular testing of backups and ensuring adherence to related retention policies as defined by ICSI.
 - IV. The minimum retention period of the daily backup must be 7 days, monthly backup for the whole year and yearly backup for whole contract duration or as per the decided retention policy by ICSI.
 - V. If any hardware and/or software issue occurred in server on Cloud (DC) and server is down, the selected bidder must ensure the restoration of the ICSI Tally accounting system service within minimum time period to avoid any penalty given under SLA (see Annexure F of this RFP)
 - VI. Prompt execution of on-demand backups of volumes and files whenever required or in case of upgrades and configuration changes to the system.
 - VII. Real-time monitoring, log maintenance and reporting of backup status on a regular basis
 - VIII. All data of ICSI and its backups of "ICSI Tally Accounting system on Cloud" to be provided to ICSI on termination of the contract (or as & when required) to the satisfaction of ICSI.
 - IX. It must be noted that for all data which is entered in to the proposed Tally Accounting system, the ownership rights will stay with ICSI.
- j. **Future Updates /Upgradations**

- I. The Successful Bidder is required to provide, install and commission all the software up gradations/ enhancements from time to time, during the entire contract period free of cost to the ICSI.
- II. Any up gradation in the Tally Accounting Software version shall be made available to ICSI timely and without any additional cost as per the OEM Policy.
- III. All the incidental expenses for making systems operational will be the sole responsibility of the selected vendor without any additional cost.
- IV. If the application stops complying with the scope of work, and terms & conditions mentioned in this RFP, the bidder will upgrade all its service and infrastructure required for successful compliance in accordance with this RFP without charging any extra amount from ICSI.

k. Additional work (Development/ Customization / integration /Change Request / out of scope work etc.)

- I. Vendor should be able to do further Tally development, customization & integrations as and when required by ICSI.
- II. Payment for any additional work will be made as per the man-days quoted for the actual days to complete the task. Man-days to be quoted for one man for one day. Payment will be made on the basis of the per-man-day rate (for additional work) mentioned in the contract (purchase order or work order) upon satisfactory completion of work.
- III. Vendor team may do the customization work in ICSI premises. They will be provided necessary seating arrangements, however software, hardware requirements for customization to be taken care by the successful bidder. They will not be paid anything extra other than quoted as man-days amount.
- IV. Vendor should be able to do integration of other applications with ICSI Tally Accounting system. Other applications will provide data to be transferred into Tally and the same to be imported into Tally and whenever Tally data needs to be transferred to other applications the same to be exported / stored in other server without any manual intervention at a specified time at a specified interval.
- V. Whenever changes required in the existing customization / integration due to Tally Software version upgradation / change or due to any change in IT Infrastructure and software on Cloud, the vendor needs to do the required changes without any additional cost to ICSI.

I. Corrective and Preventive Maintenance

- The target is to keep the applications operational and this should be achieved by delivering both corrective and preventive maintenance.
- Ensuring 99.5% uptime of the application. Providing regular reports in respect to the same.
- Corrective and Preventive Maintenance service should entail the delivery of activities required to ensure that applications are available to the required level of functionality
- Corrective maintenance involves the correction of reported faults that impair the availability or use of applications and is governed by an agreed SLA; faults are investigated and fixed according to a classification of criticality.
- Preventive Maintenance, which is usually undertaken as part of a specific service requirement, involves improving the maintainability of applications by removing problems before they occur.

m. Deliverables (to be submitted as & when required)

- System architecture & Design Document (inclusive of Technical and functional)
- IT Infra on Cloud related documentations and manuals
- Original Software licences certificates & agreement documents
- List of Customization with respective technical /functional documentation
- Develop and provide interactive user manuals/SOP

2. Annual Technical Support (ATS) and renewal of all the software licences

- Vendor will be responsible for the renewal of Tally Software licences & services (TSS) for continuous product update & support
- Vendor will be responsible for the renewal of Annual Technical Support (ATS) of all the component /software/accessories used for secure hosting and server configuration on Cloud, without any extra cost to ICSI
- Vendor will be wholly responsible for the compliance related to the provided software licences and services to ICSI to meet the scope of work of this RFP

3. Operations and maintenance services for the infrastructure provided and commissioned by the BIDDER for the Tally Accounting System at the Data Centre on Cloud

- The Bidder shall be wholly responsible for all the managed services and Operations & Maintenance Support in the provided “MeitY empanelled cloud server (DC with Backup)” along with all the required legitimate software’s (Windows Server with latest version; MS Office- Excel, Word; Adobe Reader- PDF, Antivirus/anti malwares / anti ransomware etc.,) / accessories etc., for proper secure hosting and server configuration for making the complete system Go-live and thereafter during the entire contract period as per the RFP.
- During the entire project period, if the performance of the system is affected on account of the hardware limitations on cloud, due to the growth in the transaction volumes (Currently Approx. 750 Vouchers /day) and number of users (Currently 80 users) up to the extent of 10% year on year during contract period), the bidder is required to update, upgrade & augment the infrastructure on cloud at no additional cost to the ICSI (For e.g. Additional servers, storage space etc).
- Upgradation of OS, DB, any other Software provided by successful Bidder for providing cloud environment and hosting
- If the application stops complying with the scope of work, and terms & conditions mentioned in this RFP, the bidder will upgrade all its service and infrastructure required for successful compliance in accordance with this RFP without charging any extra amount from ICSI.
- All the incidental expenses for making systems operational will be the sole responsibility of the selected vendor without any additional cost.

4. Central Helpdesk for support (Onsite at ICSI Head office)

The bidder shall provide central helpdesk facility from ICSI Head office in Noida/ Delhi for providing Functional & Technical support requirements to the users across ICSI offices.

The Helpdesk service will serve as a single point of contact for TALLY Accounting system related incidents and service requests.

The Helpdesk shall provide Troubleshooting Services include maintenance for overall system stabilization, defect resolution, solution maintenance, system administration, availability & performance issues, security administration, database administration, Data archival administration, User administration and end-user problem resolution.

The operational support will have to be provided, through a suitable Helpdesk system, to ensure that the ICSI Tally Accounting system is functioning as intended and that all problems associated with operation are resolved satisfactorily.

The structure of the helpdesk support shall be as follows:

Dedicated 1 (One) Tally resource person (Resident Engineer) must be deployed at ICSI Head office (Noida/Delhi) from **Monday to Saturday and on holidays in exigencies** for supporting Technical and Functional aspects for day-to-day operations and requirements at the Tally accounting units/ offices of the ICSI.

One Support/ Project manager exclusively for ICSI is to be assigned for coordination by the vendor for handling ICSI's complaint/account during support period. Support /Project manager must be available in person at ICSI Head office (Noida/Delhi) minimum 1 (one) day in a week in the first three months from the starting day of the helpdesk support and thereafter minimum 2 (two) days in a Month (once in 15 days) or as per the requirement of ICSI.

Hours of operation of the Helpdesk:

Operating Hours	Days of the week
09:30 AM to 06:00 PM	Monday to Saturday and on holidays in exigencies
	Any other date and time as requested by ICSI

Deployed resources would require to strictly observe the ICSI office timings from 9.30 to 18.00. However late reporting till 10:30 AM is allowed for a maximum of two attempts in a month. Any subsequent late reporting would be treated as half day absence. Part time attendance will be considered as absence.

In the absence of Primary Resource, Project Manager (Service provider) will inform to ICSI in advance by an official mail with following details:

- Issues planned for the day (if any)
- Detail of competent backup resource (Approved by ICSI) aligned for addressing planned issues / support

Note: Absence of backup resource will be treated as manpower absence and shall attract penalty as per the term specified in the RFP.

Following contact details for helpdesk will be provided by the bidder as part of scope.

Helpdesk Contact	Mobile /Phone	Email id
Tally Resource (Resident Engineer)		
Support/ Project manager		

BIDDER is required to provide necessary channels for reporting issues to the help desk. The incident reporting channels could be the following:

- Specific email id and 01 dedicated phone No.

- Portal – A web-based functionality for service desk tool for registering the calls. ICSI is using web-based helpdesk portal for ticketing management, if require it may be used for Tally related incident management.

The BIDDER will also submit an **escalation matrix** to ICSI on the procedure for resolution of different types of issues/error/bugs and implement the same

Criteria for Manpower assigned/deputed for the support (Mandatory)

Entity	Parameter	Supporting documents to be provided for approval of deployment
Tally resource (Resident Engineer)	<p>Qualification: Graduate in Commerce discipline</p> <p>Certifications: Should have valid certification in the Accounting and Taxation (GST, TDS) on Tally Accounting Software modules</p> <p>Experience: Minimum 5 years of post-qualification relevant experience in providing Techno functional support in the field of Accounting and Taxation (GST, TDS) on Tally Accounting software on Cloud</p> <p>Payroll: Resource should be in the payroll of the firm for the last 1 year (minimum)</p> <p>Another competency:</p> <ul style="list-style-type: none"> • Good knowledge of computer (MS Office, Word, Excel and Power Point) • Good communication skills (oral as well as written) in Hindi & English • Good understanding in the component of ICSI Tally System on Cloud 	<p>Copy of Educational, qualification, Certification and experience</p> <p>(Submitted document must be attested by the Authorized Signatory of the Bidder)</p>
Backup Resource	In the absence of Primary Resource, Backup resource must be present. Absence of shadow/backup resource will be treated as manpower absence and shall attract penalty as per the term specified in the RFP	Above mentioned relevant supporting documents to be provided for approval; before deployment of backup resource
Replacement Criteria (Equivalent resource replacement)	The replacement / addition / removal of deployed manpower at ICSI will be done with at least 1-month prior information & approval of ICSI. A non-approved manpower will be treated as no replacement and treated as per manpower absence and shall attract penalty as per the term specified in the RFP. Frequent change in manpower will be not permitted, it may be done only once in a year	Above mentioned relevant supporting documents to be submitted for approval; before deployment of resource.

** Details/Credentials will be verified by ICSI

ICSI reserves the right to verify the above-mentioned credentials and submitted documents any time during the contract period and take appropriate action as per RFP/WO/SLA if find any fraudulent / subletting.

The deployment of all manpower support personnel may be assessed by ICSI in totality (through interview/test) and ICSI reserves the right to request for a change, if ICSI is not satisfied, any time (even post-approval) due to capability and/or performance limitations/unsuitability or any other constraint. Vendor shall promptly provide substitute for the same by providing forthwith similar or higher experience, qualification & capability. In case, there is a requirement for substitution/change of resource by service provider/bidder, the same shall be affected with due approval from ICSI (subject to abide of replacement criteria) and vendor shall ensure smooth transition at no cost to ICSI.

It is expected from the vendor to depute skilled professional as prescribed above in the scope of work.

Vendor shall operate the IT Helpdesk from the date of completion of Phase 1 (Part-A) and till the end of entire Project period.

ICSI reserves the right to opt either onsite support manpower deployment OR offsite support from vendor site during start of the contract OR anytime during the contract at the starting of support quarter / year as per the requirement and make the payment accordingly.

Some of the activities to be performed by the vendor through Helpdesk support are placed below:

- I. Services in this area include, but are not limited to, the following:
 - Logging the Ticket/call for all the calls/emails/issues, classifying the tickets/calls and render first level support
 - Assigning the tickets/call for appropriate action, within the stipulated time.
 - Tracking the ticket/call till closure and ensure SLA adherence
 - Generate reports on a daily, weekly and monthly basis. Generate exception reports.
 - Provide the need-based ad-hoc reports.
 - Interact with ICSI Offices
 - Ensure adherence to escalation processes.
- II. Functional/Technical support for day-to-day operations by taking the system on remote through the Central Site.
- III. **Priority support** through remote desktop support/ telephonic support via Tally Experts.
- IV. Installation/reinstallation of any new release and conversion of data.
- V. Sorting out any problem pertaining to errors in Tally, data path problem, printing problem, etc.
- VI. Follow up with accounting units (Chapter offices) regarding regular data entry in Tally Accounting System on weekly bases and submit MIS Report for user activities (Module wise data entry)
- VII. Carry out Monthly Closing Procedures in Tally Accounting System and provide monthly/statutory reports as per timelines defined by the Institute.
- VIII. Resolution of any product related bugs or developments in use at ICSI
- IX. Maintenance/Support of routine setups related to modules using in Tally Accounting system such as master creation, synchronization/ Re- synchronization, Taxes, Suppliers, Customers, Account Codes, any ledger Creation, transaction, closing of accounting period etc.
- X. Management of the Knowledge Repository as would be available in the form of User Manuals, System Manuals, eLearning Tools
- XI. Creation of knowledge base on frequently asked questions to assist user in resolving basic issues themselves.

- XII. End User Education/training regarding data uniformity and process as & when require
- XIII. In case during exigencies / Require onsite support, the bidder officials have to be relocated for handling the issue, then the applicable TA and DA shall be paid as per actual on submission of bills as per the norms of the Institute (ICSI).

The above list is inclusive and not exhaustive.

Although One resource will be deputed at ICSI for centralized helpdesk support, but Overall responsibility of the development, maintenance & support and management of the assignments under this contract will remain with the Service Provider. In case if any addition resource or domain expert is required to depute at onsite for any critical activities then same will be provided by bidder without any additional cost.

Reasonable and quantifiable effort should be undertaken by the support Team to follow-up before escalation of the same.

Offshore support may be provided by the bidder for critical issues pertaining to the Tally Accounting Software implemented at ICSI.

III. Timelines

The total timelines for successful implementation of centralized Tally Accounting software on Cloud, hosting through 'MeitY Empanelled secure Cloud Server (DC with Backup) and Go-live after completion of Phase 1 & 2 (as desired in the Scope of work) for the Chapter Offices of ICSI, is 90 days from the date of award of contract.

The contract period of providing Comprehensive support of Tally Accounting system at ICSI, is **05 years** from the date of Successful Go- Live of ICSI Tally solution on Cloud and acceptance of same by ICSI, which may be extended up to a maximum period of 03 years with mutual agreed terms.

The table below indicates the schedule and timelines to be met by the bidder during the execution of the project.

S. No	Activity	Time schedule as specified
1	Issue of Purchase/Work Order to the selected bidder (LOI/LOA)	T**
2	Date of acceptance of Purchase/Work Order by the bidder	T1 = T+7 Days
3	Scope of work- Phase 1(Part A) -Hosting of Tally Software on "Ministry of Electronics and Information Technology (MeitY) empaneled cloud server (DC with Backup)" - Supply, Installation, configuration, integration, deployment & testing of Tally Solution on Cloud -Rollout including Remote hand holding and Training (Online) -User management -Backup and Restore Services -Future Updates /Upgradations -Centralized Helpdesk support	T2 = T1+30 Days
4	Scope of work- Phase 1(Part B) Migration of all Accounting units (Chapter Offices) to the Centralized Tally System on cloud	T3=T2+28 Days
5	Scope of work- Phase 2 Customization as per ICSI requirements	T4=T3+15 Days
6	Go-Live (after successful completion of Phase 1 & 2)	T5=T4+10 Days
7	Comprehensive Maintenance/Support (Scope of work- Phase 3) (Comprehensive Support period will start from the date of project acceptance by ICSI)	T6=T5+ 5 years

**** T is zero date for placement of order and will remain constant.**

The Successful Bidder shall ensure that the delivery of the services is in accordance with the time schedules / timelines specified above. In case of any deviation from the schedule, the ICSI reserves the right to either cancel the Contract and/or recover Penalty /Liquidated Damage charges.

The Successful Bidder, if faced with problems in timely delivery of services and/or products/equipment which are provided outside their company and beyond their control at any time during the contract, shall immediately inform the ICSI in writing, about the causes of the delay and tentative duration of such delay etc.

The ICSI, on receipt of such notice, shall analyse the facts at the earliest and may at its sole discretion, extend the contract period as deemed reasonable.

Any delay by the Successful Bidder in the delivery of services and/or Products/equipment or breach of the contract will make the Successful Bidder liable to any or all of the following:

- Forfeiture of Performance Bank Guarantee / Performance Security Deposit
- Imposition of Liquidated Damage charges

- Termination of the contract for default.
- Black List / debarring the Successful bidder

III. GENERAL TERMS & CONDITIONS

1. Duration of Contract

This project has 2 (two) parts:

- I. **Implementation of centralized Tally Accounting software** on MeitY Empaneled secure Cloud Server (DC with Backup) as desired in the Scope of work - Phase 1 & 2

The total timelines for successful implementation of centralized Tally Accounting software on Cloud, hosting through 'MeitY Empanelled secure Cloud Server (DC with Backup) and Go-live after completion of Phase 1 & 2 (as desired in the Scope of work) for the Chapter Offices of ICSI, is 90 days from the date of award of contract.

- II. **Comprehensive Support to the centralized Tally accounting solution** as desired in the Scope of work – Phase 3. It will be started after successful Go- Live i.e., Satisfactory completion of Phase 1 & 2, acceptance of Tally system by ICSI.

Duration of Comprehensive Support Contract to the centralized Tally accounting solution shall be for a period of five (5) years subject to evaluation of the performance during the term of this Agreement. The Contract if not terminated after each of such evaluation, shall be deemed to be in continuance till the period of five (5) years. If during the performance review, Service Provider's performance is not found satisfactory, ICSI may terminate the contract after giving one month's notice in writing on the completion of any year of service. Decision of the ICSI in regard shall be final. During the contract period, the contracted price shall remain firm, and no price escalation whatsoever will be allowed.

2. Extension of Contract

On expiry of initial contract period, the ICSI reserves the right to extend the contract as mutually agreed for further maximum period of Three (3) years subject to evaluation of the performance on yearly basis on the same terms & conditions in writing if the service of the Service Provider found satisfactory. Service Provider shall have no right or claim for the extension of the contract in any circumstances and decision of the ICSI shall be final and absolute. During the extended period of contract, the price may be revised on mutual consent.

3. The whole work included in the Tender shall be executed by the vendor and the vendor shall not directly or indirectly transfer assign or sublet the contract or any part thereof or interest therein to any other party without the written consent of ICSI.
4. Site for services is:
The Institute of Company Secretaries of India
C-36, Sector-62,
Noida-201309.
Or any other location as instructed by the authorized official of ICSI.
5. Security Deposit/performance guarantee

- a. The successful bidder has to submit the security deposit/performance guarantee in form of a Bank Guarantee from any Nationalized bank (format enclosed as **Annexure G**) 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 contract. The value of the Security Deposit/Bank Guarantee has to be of equivalent amount of 5% of the annual contract price. The Bank Guarantee has to be submitted within 10 days of issue of order but before execution of the contract. 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.
 - b. 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.
6. The vendor will not have any direct interaction on behalf of the Institute with any third-party agency engaged by ICSI.
7. All communications to the employees or third-party agencies engaged by ICSI would be through designated channels as directed by the Institute.
8. The bidder has to sign a Service Level Agreement for a period of five (5) years effective from the date of the acceptance of the “Implementation of latest Tally Prime accounting software on Cloud and hosting through MeitY Empaneled Cloud Server (DC with Backup), its consolidation in Oracle ERP and providing comprehensive Support for five (5) years at ICSI” by the Institute in the line of the terms and conditions of the tender document. Format/Sample of Service Level Agreement is annexed with this tender document as **Annexure F**.
9. The personnel(s) employed / hired / engaged (permanent / regular / casual / contractual / temporarily / daily wagger or whatever be the status / name) by the vendor for the execution of work as provided under this SLA, 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. The deputed officials (if any) for the technical and functional support of “Tally accounting system on cloud” in the ICSI from the firm’s side must have the adequate qualifications and experience and must be in the payroll of the firm for the last 1 year (minimum).
10. By accepting the work award, the successful bidder will ensure to carry out the work described in this bid document, in a professional and timely manner.
11. The bidder will be responsible for the trouble-free working of the Tally Prime accounting software on Cloud and its hosting through ‘MeitY’ Empaneled Cloud Server (DC with Backup), its consolidation in Oracle ERP and providing comprehensive Support for five (5) years after successful Go-Live at ICSI as per the terms mentioned in this RFP.

12. The BIDDER shall be responsible for implementation, installation, configuration, commissioning, hosting and subsequent maintaining of entire IT infrastructure provided on cloud for Tally Software solution at DC site during the project period.
13. If ICSI, determines that the services are not being performed satisfactorily or that any security rules, standards, guidelines, policies, or procedures are not being followed, ICSI shall inform Successful bidder of the same, successful bidder shall take within the mutually agreed time period such steps as necessary and appropriate to remedy the situation, including, but not limited to, replacing individuals who have been assigned for rendering the services.
14. **Data Security** - Information stored in Application shall be secured via application and data controls. Implement data security to allow for changes in technology and business needs.
15. **Data Sovereignty** - Bidder shall submit certificate to ensure the data sovereignty during entire contract period.
16. Tally accounting Software and Cloud Infra & space related all the documentations and manuals will be provided by the Bidder.
17. **Cyber security** - Bidder should comply with the stipulations mandates with respect to secure communication between Tally Application servers and computer systems in ICSI. Only authorized official will have access to the application as per authorization. All access to systems is logged along with their status (success/failure), timestamp and user identity information. Audit logs are retained for a period of minimum 3 months. Remote system administration is only done by secure protocols.

18. IT Security Audit:

ICSI may also carry out Information security audit of Tally Software system on Cloud server (DC) by a third party CERTIN empanelled auditor then Bidder has to provide all the required access of TALLY Application & Server on Cloud and support to the appointed auditor by ICSI during IT security audit. Bidder will be required to close all vulnerabilities, observations & recommendations of such an audit at no additional cost to the ICSI.

19. Payment Terms:

No advance payment shall be made.

I. Implementation

The payment shall be released on successful completion of following tasks as under:

S No	Deliverables/Milestone	Payment (% of one time Cost – Section A of Financial bid)
1	Scope of Work Phase 1 (Part A & B)	25%
2	Scope of work Phase 2	25%
3	Go-Live & its acceptance by ICSI	30%
4	Completion of Warranty Period	20%
	Total	100%

II. Comprehensive Support to the Tally accounting System on Cloud:

Payment for Comprehensive Support to the ICSI Tally Accounting System on cloud will be paid quarterly on pro-rata basis after successful Go-Live post to satisfactory completion of Phase 1 & 2 and its acceptance by ICSI as per the Scope of work of this project.

S No	Deliverables
1	Annual Renewal/ subscription cost of Tally Software licences
2	Cloud Hosting Services
3	Onsite Resource for Tally Support
4	Annual Maintenance & Support (AMC)# - After Warranty period

#AMC charges will be started to pay after completion of warranty period of one (1) year.

After successful completion of warranty period the vendor has to confirm its readiness in all respect to start giving its service towards Annual Maintenance & Support (AMC) as per the SLA to the ICSI in writing and the payment will be made by the ICSI from that confirmation date only.

During Comprehensive Support, Charges will be paid on **quarterly basis** at the end of each quarter for the preceding quarter on submission of appropriate and final Tax Invoice and the rates quoted shall remain valid till the expiry of this contract. All Payment are subject to deduction of applicable TDS.

Whenever under the 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 the Agreement. If this sum is not sufficient to cover the full amount recoverable, the Service Provider shall pay the ICSI on demand the remaining balance.

Payment of any kind whatsoever will not be made to the resident engineer for travelling to the office on holidays in case of exigencies etc.

20. Payment pre-requisites:

- I. No payment shall be made without the receipt of invoice(s). Invoices have to be submitted with supporting documents after successful services.
- II. The payments shall be made to the successful bidder in Indian Rupees (INR) only. Payment will be made in 30 days from the production of final Invoice subject to verification/acceptance by the concerned department.
- III. In case of disputes regarding services/deliverables, the disputed amount shall be withheld and will be paid only after settlement of the disputes.
- IV. Any penalties/liquidated damages, as applicable for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respected milestones.

21. Review Mechanism

- i. Escalation matrix up to CEO level along with name, designation, mobile no, email id, landline numbers should be submitted at the time of starting contract and further as and when any change.

- ii. Online access of all issues/tickets with as on date status to all concerned officials of the Institute (centralized helpdesk).
- iii. Weekly / fortnightly Review Meeting (WRM) with Project Manager at ICSI, Noida Office.
- iv. Monthly/Quarterly Review Meeting (MRM) with the next level to the Project Manager as per the escalation matrix on need basis.
- v. Steering Committee Meeting (SCM) with competent authority once in six months or as and when required. (Minimum one SCM in one (1) year)

22. Payment of Taxes

The vendor 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.

23. Penalties on Service Delivery

a. Penalty for delay in implementation of Tally Accounting software on cloud and Go-Live

- Time is essence of the contract. The successful bidder must complete the Implementation of centralized Tally Accounting software on Cloud and hosting through 'MeitY Empaneled secure Cloud Server (DC with Backup) for the Chapter Offices of ICSI, as desired in the Scope of work - Phase 1 & 2 as per the specified schedule (**Timelines**). Any Failure in the completion of all or any of the work/job specified in the work order beyond the stipulated timeline will entail a liquidated damage equal to 2.5% of the total implementation cost (Part A of Financial bid- One time cost) per week thereof subject to maximum of 10% of total contract value. Any delays on ICSI side shall not be counted.
- In the case of delay in compliance with the order beyond 30 days of the stipulated time period, ICSI will have the right to cancel the order and/or forfeit the EMD/ revoke the performance / any other bank guarantee (if any) etc.
- In the case of delay in compliance with the order beyond 60 days of the stipulated time period, ICSI will have the right to cancel the order and blacklist the bidder from providing services to ICSI for a period as decided by ICSI in addition to the right to cancel the order and/or forfeit the EMD/ revoke the performance / any other bank guarantee (if any) etc.

b. Application Availability (applicable on Quarterly basis) – DC

The selected Bidder must ensure 99.5% uptime of the complete system on a 24x7x365 basis excluding planned maintenance time/scheduled maintenance time with prior approval. The scheduled maintenance time should not be during 10X6X365 timeframe (9AM to 7PM Mon to Sat). Further, scheduled maintenance time is planned downtime with the prior permission of ICSI.

- i. "Uptime" shall mean the time period for which the specified services of Tally accounting system on Cloud are available to all of the ICSI offices as per scope of work for complete solution for which work order awarded.

Uptime (in %), can be calculated as:

$$\text{Uptime} = \{1 - [(\text{System Downtime}) / (\text{Total Time} - \text{Planned Maintenance Time})]\} * 100$$

- II. **“Downtime”** shall mean the time period for which the specified service of Tally accounting system on Cloud is not available to all of the ICSI offices. The planned maintenance time / scheduled downtime will include activities like software upgrades, patch management, security software installations etc.

The selected bidder will be required to schedule ‘planned maintenance time’ with prior approval of ICSI. This will be planned outside working time. In exceptional circumstances, ICSI may allow the Bidder to plan scheduled downtime in the working hours (if required).

Penalty for nonachievement of uptime Requirement

If the vendor is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following –

Application Availability (Quarterly average)	Penalty
>= 98 % to < 99.5%	1.0 % of quarterly payment
>= 95% to < 98%	2.0 % of quarterly payment
>= 90% to < 95%	4.0 % of quarterly payment

For each additional drop of 5% in performance below 90%, then 5% of Quarterly payments of comprehensive support cost will be levied as additional penalty

If the application is consistently below 90% continuously for two or more quarter duration, then ICSI may consider withdrawing the Work Order with the Vendor.

c. Application response time at DC on cloud

The application response time for users should not exceed

- Login to solution – 5 sec
- Functionality screen load – 10 Sec

Application response time will be measured on the basis of automated reports.

The data should be captured through automated tools at least 1 hour during the business hours.

Penalty for nonachievement Application response time:

Number of call/ incidents for delay in Application response time in a quarter	Penalty
10 to 20	0.1 % of quarterly payment
21 to 30	0.25 % of quarterly payment
31 to 50	0.5% of quarterly payment

If the more than 50 incidents occur continuously for two more quarter duration, then it will be considered as System defect and vendor will have to fix it permanently with in 15 days of starting of

next quarter and confirm to ICSI in writing otherwise ICSI may consider it as withdrawing the Work Order with the Vendor.

d. Non availability of man power: Penalty due to Non availability of Manpower would attract a penalty of **Rs. 2000/- (Rs. Two Thousand only) per day** per manpower absence if no alternate appropriate resource provided. The resource deputed at our location (ICSI) should sign and put IN and OUT time in the Attendance Register.

e. Non submission of agreed MIS (mentioned in RFP/WO/SLA or required further during the contract period) would attract a penalty of **Rs. 400/- (Rs. Four Hundred only) per day**.

f. Helpdesk Resolution Time

1. Troubleshooting / Technical Support Requests

(i) All reported problems to the Helpdesk support will have a priority assignment as follows

S. No.	Problem Severity	Definition	Example
1	<i>PR1- Critical</i>	<p>More than 50 % of the users are unable to use the system or Problems regarding issues which have the greatest business impact wherein the user is not able to perform his/her regular work. For example, unable to login to the system due to errors in software, critical module not working etc.</p> <p>Problem affecting business critical application, problem is time sensitive has direct and immediate impact to the business operations, client and end-user. No interim workaround solution is available.</p>	<p>Examples of Urgent problems are, but not limited to: Production Server problems, IT Infrastructure problem on cloud, network problems impacting entire company (more than one functional area or Department) or significant number of users</p>
2	<i>PR2- Medium</i>	<p>Problems regarding issues which have medium business impact wherein the user is partially able to perform his/her regular work. For example, user is able to login but unable to perform some transactions, generate report etc</p>	<p>Examples of Medium problems include Stoppages in Accounting process/reports, Synchronization issues, Unable to work on critical modules like Taxation (GST-TDS) etc, Financial Book(s) closures, Any Technical/ Functional issues in the Production System etc</p>
3	<i>PR3- Low</i>	<p>All other Requirements or any localized problems regarding issues which have the least/no business impact involving ledger creations, User management, cosmetic changes etc.</p> <p>Problem affecting users' ability to perform normal operations, inhibits productivity but there is a work around available, problem is less time sensitive</p>	<p>Examples of Low priority problems include response time issues, user misinterpretation of system functionality, Functional Support etc.</p> <p>Requirements like creation of ledger (GL account, Cost centre, Supplier, Banks etc) at accounting units, masters, data sync etc</p>

- (ii) The response and resolution times corresponding to the severity level of the problems are defined in the following table:

Problem Severity	**Initial Response Time	Maximum Resolution Time
PR-1	2 hours from time of problem logging	Workaround within 4 hours from time of problem logging, permanent fix within 6 hours from time of problem logging
PR-2	3 working hours from time of problem logging	Workaround within 6 working hours from time of problem logging, permanent fix within 8 working hours (i.e. one (1) working day) from time of problem logging
PR-3	4 working hours from time of problem logging	Workaround within one (1) working day of problem logging, permanent fix on best effort basis, decided mutually depending on the extent and coverage of the problem but not more than 2 (Two) working days

Penalty on delay of services/ Issues resolution

Delay of every Business/working Hour would attract a penalty per hour as per the following

Problem Severity	Maximum Resolution Time	Penalty (If issues does not resolve with in maximum resolution time)
<i>Critical</i>	6 (six) hours	Penalty @ Rs 2000/- per hour
<i>Medium</i>	1 (One) working day	Penalty @ Rs 1500/- per day
<i>Low</i>	2 (Two) working day	Penalty @ Rs 1000/- per day

Note: after the lapse of the resolution time, the query / issue should be escalated as per the escalation matrix submitted by the bidder.

2. Enhancement request (Development Customization / Change Request / out of scope work etc.)

For any Additional customization / integration to be done in ICSI Tally Software application after Go-Live during the comprehensive support period based upon the requirements identified / communicated by ICSI. The Vendor will have to submit a development & implementation schedule with required time (man days) that must be decided mutually depending on the extent and coverage of the problem/requirement. If the job is not completed by the target date due to any reason whatsoever, the vendor will pay the penalty @Rs.5000/- per day for the delayed days.

g. Backup Management

The bidder shall take backup of data, and logs. Given below is indicative backup and retention policy.

- The full (Application & database) backup must be taken in an automated manner on daily basis in the cloud or as per the decided backup policy by ICSI time to time.
- The full (Application & database) backup must be shared with ICSI on automated manner on end of the day basis or as per the decided backup policy by ICSI time to time.
- Monitoring and enhancing the performance of scheduled backups, schedule regular testing of backups and ensuring adherence to related retention policies as defined by ICSI.

- The minimum retention period of the daily backup must be 7 days, monthly backup for the whole year and yearly backup for whole contract duration or as per the decided retention policy by ICSI.
- Prompt execution of on-demand backups of volumes and files whenever required or in case of upgrades and configuration changes to the system.
- Real-time monitoring, log maintenance and reporting of backup status on a regular basis
- All data of ICSI and its backups of “ICSI Tally Accounting system on Cloud” to be provided to ICSI on termination of the contract (or as & when required) to the satisfaction of ICSI.
- It must be noted that for all data which is entered in to the proposed Tally Accounting system, the ownership rights will stay with ICSI.

Bidder shall adhere the backup and retention schedule/frequency as decided by ICSI, more than 1 (One) lapse in the compliance of backup policy in a month would attract below mentioned penalty and recovered from quarterly payment:

Penalty: Rs. 2,500 /- (Rs. Two Thousand Five Hundred only) per incident for SLA violation.

h. Application Restoration

Due to any reason or disaster If any hardware and/or software issue occurred in server on DC at cloud and services of Tally Accounting System /server is totally down, the selected bidder must ensure the complete restoration of the Tally system service using latest available backup within minimum time period (**not exceeding 48 hours**) from the time of reporting of incident /problem logging.

In case of failure to restoration as mentioned above, Penalty @ Rs 5000/- per hour levied for each exceeding hour. The amount of penalty will be recovered from the quarterly payment.

i. Security & Incident Management SLA

Security being one of the most important aspects and would be governed by stringent standards. All security incidents leading to disruption in network & service availability would be penalized heavily.

Security incidents could consist of any of the following:

Malware Attack –This shall include Malicious code infection of any of the desktops/servers in use or Unchecked malware infected mails passing through the Messaging solution.

Denial of Service (DoS) / Distributed Denial of Service (DDoS) Attack

This shall include non-availability of service. The BIDDER shall be responsible for monitoring, detecting and resolving all Denial of Service (Dos / DDoS).

Intrusion-Successful Unauthorized access to ICSI information system, resulting in loss of confidentiality/Integrity/availability of data.

The BIDDER shall be responsible for monitoring, detecting and resolving all security related intrusions on the network using an Intrusion Prevention device.

The Bidder has to ensure that all computing devices (in scope) have anti-malware installed with the latest version.

The BIDDER will be responsible to install and maintain security components at DC on cloud.

If the Bidder is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following –

In case of Security Incident (Malware Attack/ Denial of Service (Dos/DDos) Attack/ Data Theft/ Loss of data/ Intrusion or Defacement), penalty @ Rs. 1,00,000/- will be levied per incident and recovered from Vendor.

j. Penalty on any other SLA violation:

Minimum Rs. 1500 /- (Rs. One Thousand Five Hundred only) per/part of day for any other SLA violation.

k. SLA on additional services/items

Any additional equipment/service/items supplied by bidder as per the RFP/WO/SLA during the project period shall also be governed by the terms and conditions set out in this agreement.

All such penalties shall be limited to 10% of the total contract value and may be recovered from the payment dues or the security amount / Bank Guarantee / EMD of the bidder as felt appropriate by the ICSI. In case of repeated penalties on Service Provider, the ICSI shall have right to terminate the contract by giving one month notice and such decision of the ICSI shall be final.

The non-compliance to the SLA other than for reasons beyond the control of the bidder. Any such delays will be notified in writing to ICSI by bidder immediately, The ICSI, on receipt of such notice, shall analyze the facts at the earliest and may at its sole discretion, exempt from delay as deemed reasonable.

24. Other Terms & References

I. OPERATIONAL ACCEPTANCE AND FINAL ACCEPTANCE

Upon successful completion of implementation including testing by the bidder, the ICSI shall issue an Implementation Certificate to the bidder as a proof of the final acceptance (Subject to fulfilling project acceptance criteria). Such certificate shall not relieve the bidder of any of his obligations which otherwise survive, by the terms and conditions of the Contract after issuance of such certificate.

- II. The Service provider has to undertake that it would do the Knowledge Transfer (KT) to some other Vendor (in case the contract is not renewed and given to some other vendor to handle) to the satisfaction of ICSI.
- III. The Service provider has to undertake that it would also provide all the required credentials (Root / Administrator Access of the operating system, Server, TALLY System administrator etc on cloud), application and Cloud Infra & space related all the documentations and manuals in case the contract is not renewed and given to some other vendor to handle, to the satisfaction of ICSI or as & when required by ICSI.
- IV. Central command at the Service Provider's office may be setup for overall management and control of the operations at all locations to ensure that required SLAs are maintained.

- V. All data of ICSI and its backups of “ICSI Tally Accounting System on Cloud” to be provided to ICSI on termination of contract (or as & when required) to the satisfaction of ICSI.
 - VI. The successful bidder will depute skilled professional as prescribed in the scope of work.
 - VII. The Bidder/Service provider will provide complete software source code of all the applications/ customizations/ integrations etc developed to ICSI. The ownership rights of the source code will remain with ICSI. All software/ license to be procured for the project would be in the name of ICSI.
 - VIII. Additional customization / integration in ICSI Tally Software application during the comprehensive support (including AMC) period based upon the requirements identified / communicated by ICSI. The charges for the same shall be worked out based upon the man day estimate submitted by the selected bidder after studying the requirement which will be evaluated and approved by the ICSI.
 - IX. The Service Provider will not have any direct interaction with any third-party agency on behalf of the Institute.
 - X. All communications to the employees or third-party agencies would be through designated channels as directed to by the ICSI.
25. Infrastructure: Sitting arrangements with network connectivity at ICSI office will be provided by the Institute on requirement basis as assessed by ICSI and all other things including (desktop/laptop) will be managed by the vendor at its own cost. The Desktop/Laptop should be equipped with genuine windows software and licensed antivirus as per the IT policy of ICSI.
26. In case of any damage or loss caused to the Institute due to breach of term or condition of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the bidder(s)/ vendor or its staff, the bidder(s)/vendor shall be liable to compensate the loss cause to ICSI and to pay damages. The Institute shall have right to adjust the damage / loss suffered by it from the security deposit / earnest money deposit / bank guarantee and / or to charge penalty as decided by the Institute. Decision of the Institute in this respect shall be final & binding.
27. The vendor shall be liable for accident, injury, losses due to any accident or negligence of their staff/workers and shall also be liable to incur all the expenses in consequence thereof and Institute is in no way responsible for any damages arising out of this tender/contract.
28. The bidder has to sign a Service Level Agreement on the basis of the RFP terms and conditions **within 15 days of** the issue of the Work Order. Standard terms and conditions of Service Level Agreement are at [Annexure F.](#)
29. **GENERAL:**
- (a) **Modification/variation in Terms of Contract:** ICSI reserves the right to modify or may bring some variation in the terms and conditions of the contract on mutually agreed terms, if it is found necessary due to any operational difficulty or any other genuine reasons.
 - (b) **Recovery:** Whenever under the contract through this tender, any sum of money is recoverable by ICSI from the party or / and payable by the party to ICSI, the ICSI shall be entitled to recover such sum by appropriating in part or in whole from the security deposit of the party. In the event of the security being insufficient or if no security has been taken from the party, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the party or which at any time

thereafter may become due to the party under this or any other contract with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the party shall pay the ICSI on demand the remaining balance due along with penalty.

- (c) **Dispute Resolution:** Any dispute, difference, controversy or claim ("Dispute") arising between the successful bidder and ICSI hereinafter jointly to be called "parties" and singularly as "party" out of or in relation to or in connection with the agreement/contract, or the breach, termination, effect, validity, interpretation or application of this agreement/contract or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorized official of the parties.
- (d) **Arbitration:** If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall be referred to the Arbitration process. In the event of any dispute arising between ICSI and the vendor in any matter covered/ touched by this contract or arising directly or indirectly there from or connected or concerned with the said contract, the matter shall be referred to the sole arbitrator appointed by the mutual consent of both the parties. The decision / award of the Arbitrator shall be final and binding on the parties. Cost of Arbitration will be shared equally by the parties.
- i. The place of the arbitration shall be at the ICSI, 22, Institutional Area, Lodi Road, New Delhi.
 - ii. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.
 - iii. The proceedings of arbitration shall be in English language.
 - iv. The parties are not entitled to approach any court of law without resorting to arbitration approach.
 - v. The decision / award of the arbitrator shall be final and binding on parties to the arbitration proceedings.
- (e) **Jurisdiction:** In respect of any dispute arising between ICSI and the vendor in any matter covered / touched this tender / contract or arising directly or indirectly there from or connected or concerned with the said contract, the courts at Delhi shall only have the jurisdiction.
- (f) **Right to Blacklist:** ICSI reserves the right to blacklist a party / bidder for a suitable period in case such party / bidder
- fail to honour his bid without sufficient grounds or found guilty for breach of condition /s of the contract or guilty of fraud and mischief and misappropriation or any other type of misconduct on the part of party(s) / bidder(s).
 - Giving false, misleading or fake information/ document in the bid;
 - Withdrawing the bid after opening of the Financial bids;
 - Refusal to accept Purchase/ Work Order at the quoted prices;
 - Failure to supply goods of the ordered quantity/ quality/ specifications at the agreed rates within the time schedule;
 - Adoption of any unethical or illegal practices;
 - Any other justified reason.
- (g) **Confidentiality:**
- i. The bidder(s)/ vendor 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.

ii. The successful bidder acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance 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 successful bidder 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 successful bidder, the ICSI shall be indemnified. The successful bidder agrees to maintain the confidentiality of the ICSI's information after the termination of the contract also. The successful bidder 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 successful bidder will not assign or transfer and sub-contract its interest / obligations under this contract to any other concern / individual without the prior written consent of the ICSI.

(i) **Statutory Compliance:** The successful bidder will be required to comply with all statutory obligations from time to time applicable to this contract.

(j) The successful bidder shall ensure adherence to the following standards and guidelines and any updates to thereof from time to time:

- Relevant provisions of Telecom Regulatory Authority of India Act, 1997 or later
- Intellectual Property Rights, Copyrights, Trademarks etc.
- Information Technology Act, 2000 and rules and regulations made in pursuant thereto;
- Guidelines/Circulars/Instructions/other Acts applicable on the subject matter as issued from time to time by the Government of India

(k) **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.

(l) **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 (01) months' notice in writing in case Service Provider fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Service Provider or by its staff or agent or in case there are more than 3 penalties on the Service Provider in any month.

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

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

(m) Force Majeure

- i. 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, 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, Pandemic, 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.
- ii. If a Force Majeure situation arises, the successful bidder is 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 successful bidder 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.

- (n) Indemnity Clause:** The Service Provider will indemnify ICSI against all statutory liabilities present and future arising out of this 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 successful bidder will be liable to make good/compensate such claims or damages to the ICSI. As a result of the successful bidder action, inaction or any omissions, if ICSI is required to pay any damages to any individual, law enforcement agency or government authority, the successful 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 successful bidder 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 institution 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.

The services indicated in Part "C" (Financial Bid) are tentative and may be increased / decreased at the sole discretion of the Institute and the vendor shall have no right to claim any minimum/definite/guaranteed volume of business.

For any details / clarifications, **A K Rath, JS (IT) (0120-4522018)**, Email: asit.rath@icsi.edu may be contacted.

Date: 25 July, 2024

(Ashvini Kumar Srivastava)
Joint Secretary (Purchase & Stores and General Administration)

(Annexure A)



**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)

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/IT/Tally on Cloud/2024 – 25/94
2024**

25 July,

RFP for Implementation of latest Tally Prime accounting software on Cloud and hosting through 'MeitY Empaneled Cloud Server (DC with Backup), its consolidation in Oracle ERP and providing comprehensive Support for five (5) years at ICSI

PART 'B' (TECHNICAL BID)

Form I: PARTICULARS OF BIDDER

(ALL COLUMNS ARE TO BE FILLED IN BLOCK LETTERS)

S No	Particular	Response
1	Tender Reference Number	Tender No. ICSI/IT/Tally on Cloud/2024 – 25/94
2	EMD Payment Detail (If applicable) /MSME or NSIC Regn. No.	
	a. Bank name	
	b. DD number	
	c. MSME/NSIC Regn. No. (if applicable) & its valid period (Pl. Enclose self-attested certificate photocopy)	
3	Name of Bidder	
4	Status of the Bidder (Pvt. Ltd./Limited Co.)	
5	Complete address of the bidder (Pl. Enclose Proof)	
	City	
	State	
6	Bidder Contact details	
	a. Phone No	
	b. email	
	c. website	
7	Contact details of authorized person of Bidder who have signed the tender	
	a. Name	
	b. Designation	
	c. Mobile No	
	d. Office phone No	
	e. Email id	
8	Date of incorporation/registration (Pl. Enclose Proof)	(DD-MON-YYYY)

9	Date of commencement of business (Pl. Enclose Proof)	(DD-MON-YYYY)
10	Number of years in business in India	
11	Net worth of the bidder company/firm (Pl. Enclose Proof)	
12	Name(s) of the directors/Partners	
13	PAN Number (Pl. Enclose Proof)	
14	GST Number (Pl. Enclose Proof)	
15	PF/ESI Certificate Number (Pl. Enclose Proof)	
16	Details of turnover in last three financial years (i.e. 2020-2021, 2021-2022, 2022-2023.) ** Attach copies of audited annual accounts for the past 3 years	
	FY 2020-2021	
	FY 2021-2022	
	FY 2022-2023	
17	Bidder profit-making status since the last three financial years (2020-2021, 2021-2022, 2022-2023) (Yes/No)	
18	Tally Partnership status: • GVLA (Government and Very Large Account) or • Five (5) Star certified and GVLA (Government and Very Large Account)	
19	Total Number of employees (with minimum Three (3) Tally Certified professionals) in the Area of Tally (Technical development, Functional (Accounting & Taxation)) on the payroll of bidder	
20	Name & address (with contact detail email, phone no) of "MeitY" Empanelled Cloud Service Provider (CSP)	
21	Valid ISO certification having by Cloud Service Provider's Data Centers	
22	Bidder Bank account detail (for e-payment purpose)	
	a. Bank Name and address	
	b. Branch Name	
	c. Branch Code	
	d. MICR code	
	e. IFSC Code	
	f. Account Number	
	g. Beneficiary Name	

- **Details of experience in handling similar projects in the last five years as on 31st March 2024 in following format – also provide soft copy in Excel format apart from the signed hard copy (Pl. Enclose Proof)**

Description	Project-1	Project-2	Project-3	Project-4	Project-5
Client Name					
Complete Address					
Project description in brief					
Actual value of the Project					
Duration with Start date - end date					

Name of CSP (Cloud Service Provider) used for hosting					
Status (Completed / Ongoing)					
Detail of document attached for proof (eg WO/PO No & date, Completion certificate with date)					
Contact detail of the representative of the client					
a. Name					
b. Designation					
c. Mobile No					
d. Office phone No					
e. Email id					

- **Details of at least three (3) successfully executed projects of similar nature in the past five years as on 31st March 2024 in following format – also provide soft copy in Excel format apart from the signed hard copy (Pl. Enclose Proof)**

Description	Project-1	Project-2	Project-3	Project-4	Project-5
Location					
Client Name					
Complete Address					
Type of Organization (Govt / Semi Govt /University / Institution/ Private etc)					
Name of Project					
Project description in brief					
Actual value of the Project					
Name of CSP (Cloud Service Provider) used for hosting					
User base					
Date of Go-Live /completion					
Duration with Start date - end date					
Status (Completed / Ongoing)					
Detail of document attached for proof (eg WO/PO No & date, Completion certificate with date)					

- **Client Reference:** To be a qualified proposer, the bidder must include three (3) references in its proposal response. References will be contacted - please verify information before submitting. Information to be included in the reference is:
(Please provide soft copy in Excel format apart from the signed hard copy)

Particular	Client reference-1	Client reference-2	Client reference-3
Organization Name			
Complete Address			
Type of Business			

Project description in brief			
Actual value of the Project			
Date of completion of project			
Contact person detail			
a. Name			
b. Designation			
c. Mobile No			
d. Office phone No			
e. Email id			

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 _____

Date _____

Official seal of bidder _____

- **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.**



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25 July, 2024

Implementation of latest Tally Prime accounting software on Cloud and hosting through 'MeitY Empaneled Cloud Server (DC with Backup), its consolidation in Oracle ERP and providing comprehensive Support for five (5) years at ICSI

Form II: Eligibility Criteria Details

Sl. No.	Criteria	Documents/Information to be provided in the submitted Bid
1.	The bidder shall be a company having their registered office in India and must be incorporated or registered either under relevant Act or any of the following Acts – the Indian Companies Act, 1956 or The Indian Companies Act, 2013. The bidder has to ensure that the Object Clause of its MOA must have mention of the subject services explicitly.	Attach self-attested copy of valid Certificate of Incorporation and MOA & AOA
2.	Board Resolution certified by the CEO/MD or Company Secretary of the bidder or Power of Attorney issued by the CEO/MD of the bidder in favour of the Authorized Signatory of the bid on behalf of the Bidder.	Attach Original Power of Attorney or certified copy of the board Resolution.
3.	The bidder shall be the single point of contact for ICSI and shall be solely responsible for providing all the mentioned services, support, warranties etc. in this RFP	Attach self-undertaking from Authorized Signatory on the Bidder's Business Letter Head.
4.	The bidder must be in operation in India for a period of at least 5 years as on last date of bid submission and should have support office operational in the Delhi-NCR.	Attach valid documentary proof against presence of office in Delhi/ NCR: Copy of rent agreement/telephone bill /electricity bill or similar document.
5.	Average Annual Turnover in immediately preceding three consecutive financial years (i.e. 2020-2021, 2021-2022, 2022-2023) ended as on 31.03.2023 must not be less than Rs. 2 Crores per annum. The turnover refers to the individual Bidder and not the composite turnover of its affiliates, subsidiaries / sister concerns or parent company(ies) etc.	Attach self-attested copy of Audited financial Profit & Loss statements and Balance Sheet.
6.	The bidder must be a profit-making company since the last three financial years (2020-2021, 2021-2022, 2022-2023).	Attach self-attested copy of Audited financial Profit & Loss statements and Balance Sheet.
7.	The bidder shall have minimum 5 years' experience in similar type of implementation and support of Tally (Multiuser) on cloud (preferably on MeitY empanelled cloud Data centre) for Government/ Semi Government/ Autonomous Organizations/ Public Sector Utilities/ Institutions/ Private Sector in India as main contractor during the last Five financial years. At least one project of a Govt / PSU customer on MeitY empanelled cloud Data centre.	Provide copy of Work Order/contract order/job order/ completion certificate along with details (name of contact person, email mobile/telephone of the representative of the client) and Self Certificate which should specify nature of work, contract period, contract value, location where services were provided and current status of the project (i.e. Go-Live or completed).

	<p>The bidder must have operation in India for last 5 years in providing similar services to Central Govt Ministries / Departments/ Public Sector Undertakings/ Universities / Autonomous Institute / Statutory Bodies / Banks / Multinational Companies etc.</p> <p>The reputation / track record of the bidder will be subject to verification by ICSI.</p>	
8.	<p>The Authorization letter (MAF) from Tally for the products & services provided from the principal manufacturer to the bidder for this RFP</p>	<p>Attach authorization letter [Manufacturer's Authorization Form (MAF)] from OEM M/S Tally Solution Pvt Ltd for the products & services provided from the principal manufacturer to the bidder for this RFP</p> <p>The certificate should be valid as on the date of award of contract.</p>
9.	<p>The bidders must be authorized partner of OEM (Tally) with partnership type:</p> <ul style="list-style-type: none"> • GVLA (Government and Very Large Account) <p style="text-align: center;">or</p> <ul style="list-style-type: none"> • Five (5) Star certified and GVLA (Government and Very Large Account) 	<p>Bidder has to compulsorily produce a certificate issued by OEM Tally Solutions Pvt Ltd indicating the Tally partnership type of the Bidder.</p> <p>The certificate should also be valid as on the date of award of contract.</p>
10.	<p>Hosting of Tally Prime accounting software on Cloud through 'Ministry of Electronics and Information Technology (MeitY) Empanelled Cloud Server in India.</p> <p>*The Cloud Service Provider (CSP) should be listed under Ministry of Electronics and Information Technology (MeitY), Govt. Of India Website (http://meity.gov.in)</p>	<p>(i) Attach proof of empanelment with validity for the cloud service provider (CSP) empanelment with "Ministry of Electronic & Information Technology (MeitY), Govt. of India"</p> <p>(ii) Attach authorization(s) letter, issued by the MeitY empanelled cloud service provider (CSP) to the bidder for supplying of the required Cloud services in this RFP document, clearly mentioning the RFP detail, bid number, date addressed to the ICSI for the same.</p> <p>Or</p> <p>Undertaking from the MeitY empanelled Cloud service provider (CSP) on its letter head mentioning that the bidder has tied up with the Cloud service provider (CSP) for the required Cloud service in this RFP document, clearly mentioning the bid number, date.</p>
11.	<p>Cloud Service Provider's Data Centres should be ISO 9001: 2000 or higher, ISO 20000-1, ISO 27001, ISO 27017 & ISO 27018 certified and Certification under process will not be considered.</p>	<p>Attach valid document in support.</p>
12.	<p>The Bidder should have at least 10 qualified and experienced professionals (with minimum Three (3) Tally Certified professionals) in the Area of Technical development and Functional -Accounting & Taxation in Tally accounting software on its company payroll</p>	<p>Attach declaration from Authorized Signatory on the Bidder's Business Letter Head.</p>

13.	The bidder must have successfully completed/executed at least three (3) projects of similar nature comprising of Supply, Customization, Implementation, Integration, Training and Maintenance & Support of Tally (Multi User License) Package centrally to be hosted on Cloud (Preferably on MeitY empanelled Cloud Data centre) with user base of at least 30+ and access through URL from 30+ locations across the India in last five years (preferably in Delhi /NCR), out of which at least one project of a Govt / PSU customer on Meity empanelled cloud Data centre.	Work order with order value detailing the scope OR Agreement copy defining the scope & value. AND Certificate from the client for Successful Completion of work (Implementation / GO-Live / Support Completion) with date.
14.	Submission of Tender Fee	Please attach receipt / DD of the tender fee or valid NSIC / MSME certificate/document.
15.	Submission of EMD or valid NSIC / MSME certificate/document.	Please attach copy of EMD receipt/DD or valid NSIC / MSME certificate/document.
16.	PAN	Please attach self-attested photocopy of PAN
17.	GSTIN Code	Please attach self-attested photocopy of GSTIN Certificate
18.	PF / ESI Registration Number	Please attach self-attested photocopy of PF/ESI registration certificate
19.	Bidder should not have been blacklisted by any Firm/ Organization/ School/ Board/ University/ Institution or any Government organization and no litigation is pending in the court of law against the bidder. Bidder also should not be under any legal action or not declared ineligible to participate for unsatisfactory past performance by the Government of India for indulging in corrupt, fraudulent, coercive, undesirable or restrictive practices or any other unlawful or unethical business practices with any Central/ State Government Ministry/Department/ PSU/ Statutory Body / Government Company in last 5 years. The Bidder also must not have been declared bankrupt/insolvent or should not have filed for bankruptcy/insolvency in the past five years or in the process of being declared bankrupt / insolvent before any designated authority.	Attach an Undertaking from Authorized Signatory on Rs. 100/- Non-Judicial Stamp Paper duly notarized by the Notary Public.
20.	The Bidder who has refused to continue or sign the agreement in past for any contract awarded by ICSI, will not be eligible to participate in this tender. The Bidder who was awarded any contract in the past by the Institute but terminated during the contract period due to unsatisfactory performance will not be eligible /considered to participate in this tender.	Attach declaration from Authorized Signatory on the Bidder's Business Letter Head.

All above mentioned documents are required to be submitted along with the RFP. Non-submission of any documents or submission of incomplete, misleading or false information may render the bidder liable for rejection or cancellation of their bid.

Note:

- Bids submitted as consortium / joint venture / partnership / similar arrangement will be disqualified.
- ICSI is looking at single partner arrangement, any arrangement for splitting of work will lead to disqualification / termination as the case may be at any stage.



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25 July, 2024

RFP for Implementation of latest Tally Prime accounting software on Cloud and hosting through 'MeitY' Empaneled Cloud Server (DC with Backup), its consolidation in Oracle ERP and providing comprehensive Support for five (5) years at ICSI

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: RFP for Implementation of latest Tally Prime accounting software on Cloud and hosting through 'MeitY' Empaneled Cloud Server (DC with Backup), its consolidation in Oracle ERP and providing comprehensive Support for five (5) years at ICSI

Sir,

This is with reference to the **Request for Proposal (RFP) for Implementation of latest Tally Prime accounting software on Cloud and hosting through 'MeitY' Empanelled Cloud Server (DC with Backup), its consolidation in Oracle ERP and providing comprehensive Support for five (5) years at ICSI due on 2024.** We are interested to participate in the **Request for Proposal (RFP) for Implementation of latest Tally Prime accounting software on Cloud and hosting through 'MeitY' empanelled Cloud Server (DC with Backup), its consolidation in Oracle ERP and providing comprehensive Support for five (5) years at ICSI dated June ..., 2024.** We declare that:

- i) We have read and understood the terms and conditions given in the tender/ quotation 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**

भारतीय कम्पनी सचिव संस्थान

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

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/IT/Tally on Cloud/2024 – 25/94

25 July, 2024

RFP for Implementation of latest Tally Prime accounting software on Cloud and hosting through 'MeitY Empaneled Cloud Server (DC with Backup), its consolidation in Oracle ERP and providing comprehensive Support for five (5) years at ICSI

Technical Evaluation Matrix

S. No.	Criteria	Level	Score	Bidder's response (Please grade yourself)	Max Score
1	No. of years the bidder is in operation	>=5 years < 10 years	5		10
		>=10 years	10		
2	Average Annual Turnover in immediately preceding three (3) consecutive financial years ended as on 31.03.2023 (FY 2020-2021, 2021-2022, 2022-2023)	>=INR 02 Cr and < INR 05 Cr	5		10
		>=INR 05 Cr	10		
3	No. of years' Experience in similar type of implementations of Tally Accounting Software (Multiuser) on cloud and hosting to access remotely for Government/ Semi Government/ Autonomous Organizations/ Public Sector Utilities/ Institutions/ Private Sector in India as main contractor	>=5 years < 7 years	5		15
		>=7 years < 10 years	10		
		>=10 years	15		
4	No. of successfully executed projects of similar nature comprising of Implementation, Customization, Integration, Training and Maintenance & Support of Tally (Multiuser) Accounting Software centrally to be hosted on Cloud (Preferably on MeitY empaneled Cloud Data center) with user base of at least 30+ and access through URL from 30+ locations across the India in last five years, out of which at least one project of a Govt / PSU customer on Meity empaneled cloud Data center.	>=3 Projects < 5 Project	10		15
		>=5 Projects	15		
5	No. of qualified and experienced professionals (with minimum Three (3) Tally Certified professionals) in the Area of Technical development and Functional -Accounting & Taxation in Tally accounting software on its company payroll	>=10 Resources < 20 Resources	5		10
		>=20 Resources	10		
6	Type of Tally partnership	GVLA (Government and Very Large Account)	5		10

		Five (5) Star certified with GVLA (Government and Very Large Account)	10		
7	Presentation on understanding of RFP and Proof of Concept		25		25
8	Bidder premise visits/Client reference		5		5
	Total Marks				100

Minimum Qualifying Score: The minimum qualifying score in the technical evaluation is **50** (out of **100**). Bidders scoring less than **50** will not be considered for further evaluation.

Place:

SIGNATURE OF THE BIDDER

Date:

NAME & DESIGNATION SEAL OF ORGANISATION



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/IT/Tally on Cloud/2024 – 25/94

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PART 'C' (FINANCIAL BID)

A							One Time Cost (Phase 1 & 2)				
S No	Particular	Unit	Rate	Quantity	Tax rate	Total cost					
	Tally Software licenses Cost										
1	Tally Prime Gold (MU) Software (With 10 TVUs)										
2	Tally Prime Server Software (With 20TVUs)										
	IT Infra on Cloud & Managed Services										
3	Cloud Server Setup Services										
4	Implementation										
5	Customization										
6	Handholding & Training										
7	Any other (mention with reason)										
Total One Time Cost											

B												Recurring Cost				
S No	Particular	Unit	Rate	Quantity	Tax rate	1st Year cost	2nd Year cost	3rd Year cost	4th Year cost	5th Year cost	Total Cost for 5 years					
	Tally Software licenses Renewal / subscription cost															
1	Tally Prime Gold (MU) Software (With 10 TVUs)															
2	Tally Prime Server Software (With 20TVUs)															
3	Tally Virtual User (TVUs) License **															
	IT Infra on Cloud & Managed Services															
4	Cloud Hosting Services (Annual Charges)															
	Centralized Helpdesk Support															
5	Onsite Resource at ICSI for Tally Support (Annual Charge)															

6	Annual Maintenance & Support (AMC) - After Warranty period											
	<ul style="list-style-type: none"> Warranty period will start only after all required customizations and acceptance of the same by the ICSI after thorough testing. Warranty period is one (1) year. 											
7	Any other (mention with reason)											
Total Recurring Cost (To be paid on quarterly basis after receiving satisfactory services)												
Grand Total (A+B)												

C Optional (as per need) *					
	Particular	Unit	Rate	Tax Rate	Total Including Tax
	Additional work				
1	Development Customization / Change Request / out of scope work etc #	Per man day			
2	Offsite Helpdesk support from vendor site (Annual charges) ##				

The rates quoted under these heads will also be included in evaluation of Commercial bid. The per day rate quoted will be converted to equivalent of 30 days for evaluation purpose.

ICSI has its discretion to opt either onsite support manpower deployment OR offsite support from vendor site during start of the contract OR anytime during the contract and pay accordingly.

** Some of the Chapter offices of ICSI already having licensed Tally accounting software's hence the existing Tally licenses may be utilized for the TVU (Tally Virtual user) licenses as per the authorization provided by ICSI. The list of existing Tally user licenses will be provided to the selected bidder before the starting of project. The bidder is required to convert the existing Tally licenses at ICSI to TVUs as per the license policy of OEM Tally and supply the additional required Tally user licenses for this project accordingly. ICSI will make the payment for the additional TVU licenses supplied after adjusting existing Tally user licenses accordingly. Bidder will be responsible for further renewal and upgradation of the deployed Tally software licenses.

I/we hereby confirm that to the best of our knowledge and belief:

- I. The rate quoted will be reasonable and valid for the period of contract from the date of opening of financial bid. The period can be extended with mutual agreement.
- II. On change of quantity, payment will be made as per calculated price on the basis of quoted unit rate.
- III. Services/Products/Goods supplied, will be of requisite specification and quality.
- IV. All the items in all the tables must be quoted failing which the bid is liable to be rejected.

Note:

- All prices to be quoted in (INR) Indian Rupees only
- No advance payment shall be made.
- Taxes (GST) will be payable as applicable from time to time. Also, the taxes if any introduced later will be paid as per actuals on the basis of prevailing rate.
- The cost/charges for the required software licenses including IT infrastructure & services /component on cloud to make the proposed solution operational will be deemed to have included in the rate quoted above and ICSI is not liable to pay any extra cost.

- In case if number of users increase, then BIDDER has to supply additional Tally user / Tally Virtual User (TVU) software licenses as per the OEM (M/S Tally) policy
- ICSI reserves the right to increase/decrease the number of Tally user licences at any point / requirement and pay the license renewal/subscription cost accordingly.
- No condition will be entertained and conditional tender will be liable to be rejected.

Place:

SIGNATURE OF THE BIDDER

Date:

NAME & DESIGNATION SEAL OF ORGANISATION

Tentative Format of SERVICE LEVEL AGREEMENT

(This will be finalised after award of the contract based on the tender terms and conditions and work order)

This Contract is executed at _____ on _____ day of _____, 2024.

BETWEEN

The Institute of Company Secretaries of India, a Statutory Body constituted under the Company Secretaries Act, 1980 having its Head Office at ICSI House, 22, Institutional Area, Lodi Road, New Delhi – 110003, represented by (hereinafter referred to as "**ICSI**") which expression, unless repugnant to the context, shall be deemed to include its successors, legal heirs and permitted assigns) of the "**FIRST PART**

AND

M/s _____, Company incorporated under the Companies Act 1956, having registered office at _____ and with its corporate office located at _____, represented by authorized vide Board Resolution dated..... (hereinafter referred to as "**Service Provider**") which expression, unless repugnant to the context, shall be deemed to include its successors, legal heirs and permitted assigns) of the "**SECOND PART**".

WHEREAS:

ICSI desired to get "**Implementation of latest Tally Prime accounting software on Cloud and hosting through 'MeitY Empaneled Cloud Server (DC with Backup), its consolidation in Oracle ERP and providing comprehensive Support for five (5) years at ICSI'** more specifically mentioned under the heading "**Scope of Work**" (hereinafter referred to as "**Services**") and wished to engage an Agency/Company for the same. For the purpose, ICSI floated a Tender on its web site on 2024.

Among Several bidders, the Service Provider having expertise in Services/ incidental services and well acquainted with the profile and functioning of the ICSI, represented its adequate experience in providing services through its well skilled, qualified and experienced staff/employees and representatives and expressed its willingness to undertake and provide the said services for the ICSI election.

Based on the representations and warranties of the Service Provider as contained in this Contract, the ICSI agreed to engage the Service Provider for Services on the terms and conditions set forth in this Contract.

Letter of Intent (LOI) dated _____ issued and the same have been accepted unequivocally by the Service Provider For the services of five (5) years.

NOW THEREFORE, in consideration of the mutual promises set forth below, and terms and conditions mentioned in RFP document along with the Attachments hereto which form an integral part of this Agreement, the Parties hereby agree to the following:

DEFINITIONS

1. **ICSI Equipment** shall mean any and all hardware, software and networking equipment of **ICSI** owned, leased or rented by it which is not provided by the Service Provider under this Agreement but coexists together with the Equipment with which they operate in tandem or in isolation.
2. **ICSI Premises** shall mean and includes the site or sites designated by the ICSI where the Network equipment is installed including areas to access the **Service Provider** installed Equipment. To be more precise 'ICSI', C-36 &37,

Sector 62, Noida Uttar Pradesh and ICSI Head Quarter, 22, Institutional Area, Lodi Road, New Delhi except as otherwise explicitly mentioned in this agreement.

3. **Normal Office Hours** shall mean the working hours on any working day of the **Service Provider** which shall be between 9.00 A.M to 6:00 P.M on Monday to Saturday and on holidays in exigencies (excluding national public holidays, declared holidays and all second & Fourth Saturday).
4. **Service Activation Date** shall be the date when Service Provider Signs the Service Level Agreement with **ICSI** or submit a self-declaration letter as per Work Order.
5. **Contact for support /complaint** will be by email or telephone. A Call will be logged by the BIDDER/user in the System and an email/written response shall be provided to the system user about the resolution of the problem.

Service Definition

1. **Installation** – Installation services include installation and configuration of software used by ICSI on an existing system or bare bone hardware system.
2. **Administration** – Administration services include all tasks required for the upkeep of the system to ensure flawless functioning, uninterrupted services to the users and provisioning user access, data backups, restores.
3. **Troubleshooting** – Troubleshooting services mean resolving all reported problems using either onsite skills or by taking help from experts nominated by service providers to support onsite team
4. **Technical Support** – Technical support services include technical inputs and assistance to ICSI IT team for help in installing, configuration, re-configuration systems and troubleshooting any reported problems
5. **End User Support** – End user technical support services include technical and operational/functional assistance to users to help them carry out their designated activities using computer systems provided by ICSI.
6. **Restoration** – Restoration services mean the restoring systems which may have crashed or malfunctioned otherwise to their normal functioning. Restoration services include restoration of data.
7. **Change Management** – Change management services mean implementing changes to the existing systems as requested by ICSI. Scope of Change management services for service providers excludes software programming / re-coding / fixing source code errors.
8. **Monitoring and Centralized Management** – Central command at the firm's office may be setup for overall management and control of the operations at all locations to ensure required SLA's are maintained.
9. **Downtime / Outages** are the times when application / services, is not working or is not able to be used by the end users and there is no response from the Application.

The recording of downtime shall commence at the time of:

- Registering the call with bidder for any downtime situation for the application /hardware.
 - Downtime shall end when the problem is rectified and the application/ service is available to the user.
10. **Down time will not be considered for the following:**
 - Pre-scheduled preventive maintenance and health checks (Scheduled Downtime).
 - Failover time in case of cluster environment, beyond which the service would be considered to be unavailable and appropriate penalty shall be imposed on the BIDDER.
 - Failover time in case of SAN shifting, beyond which the service would be considered to be unavailable and appropriate penalty shall be imposed on the BIDDER.

11. **Planned outage / Scheduled down time:**
 - I. The outage planned in advance for maintenance purpose.
 - II. Bidder must notify ICSI via email of the upcoming maintenance at least Three (3) business days prior to Scheduled Downtime.
 - III. It shall not be scheduled during standard business hours.
 - IV. Any planned / scheduled downtime shall not be more than 12 hours else it shall be considered unplanned outage and penalized accordingly.
 - V. The planned downtime would not be added to the SLA downtime unless it runs into standard business hours of the following day.
 - VI. Overall Planned downtime shall not be more than 48 hours in a Quarterly.
 - VII. The downtime for scheduled maintenance must need to be mutually agreed between ICSI and the BIDDER. To reduce this time, various maintenance activities can be clubbed together with proper planning.

12. **Unplanned outage / Downtimes** defined as an outage caused without prior notice where users experience no response from an application for whatsoever is the reason (within the scope of services of the BIDDER).

13. **Denial of service:** For a given quarterly, if the total penalty amount is more than the amount due for that quarterly, the same shall be considered as denial of service, and in such situation ICSI has the right to terminate the contract besides any other action as per the provisions of the contract.

14. **Uptime means**, the aggregate number of hours in any specified time period during which application / hardware, is actually available for use.

15. **Uptime Calculation for the month:**

$$\text{Uptime} = \{1 - [(\text{System Downtime}) / (\text{Total Time} - \text{Planned Maintenance Time})]\} * 100$$

16. **Incident** refers to any event / abnormalities in the functioning of the application / hardware that may lead to disruption in normal operations of the ICSI office under Tally accounting.

17. **Helpdesk Support** shall mean the standard Business Hour support centre which shall handle Fault reporting, Trouble Ticketing and related enquiries during this Project.

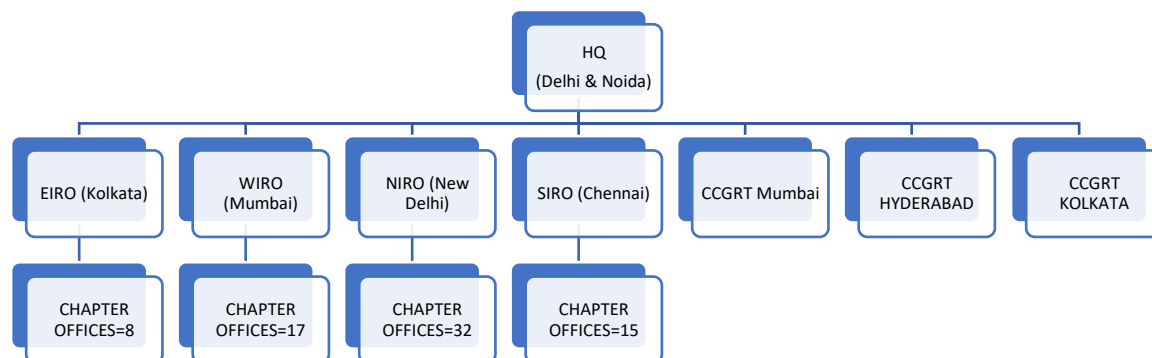
18. **Resolution Time** shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting and fixing) which may include escalations to the second level or to respective OEMs., The resolution time shall vary based on the severity of the incident reported at the help desk.

19. **Documentation** – At the minimum, Service provider’s onsite team shall prepare and keep following documents updated with respect to ICSI Tally Accounting system for ICSI:
 - a. System architecture & Design Document (Technical and functional)
 - b. Software & Hardware Configuration Documents on Cloud
 - c. System Start up and Shutdown procedure document on cloud
 - d. Data backup and System restore procedures document
 - e. User Manual, SOP for application / users’ options
 - f. Documentation of any new development or changes in existing Software or hardware
 - g. Any other document which is important for smooth support of Tally accounting system at ICSI

I. CURRENT SYSTEM ENVIRONMENT AT ICSI

The Institute has its **head office** at 22, Institutional Area, Lodi Road, New Delhi. The Institute has another office at C-36, Sector – 62, Noida. The Institute has four (4) **Regional Offices (ROs)** at New Delhi, Kolkata, Mumbai & Chennai, Three (3)

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



Region wise list of Chapter office name is mentioned in Annexure -I

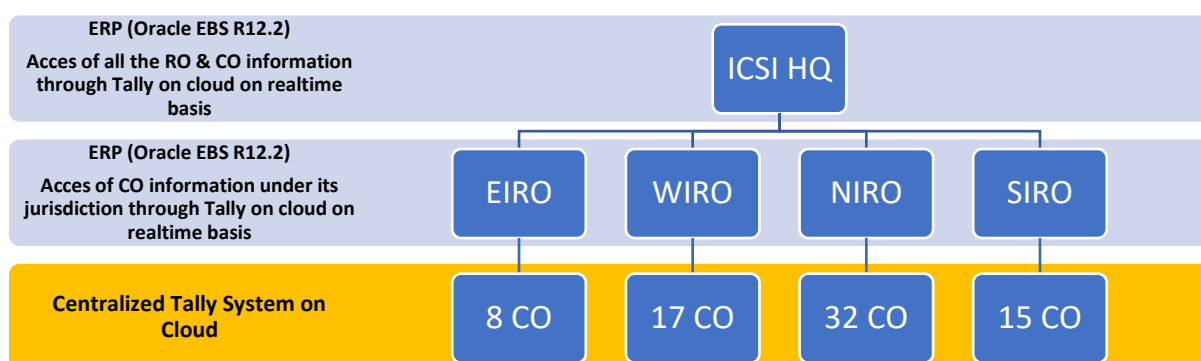
Presently, Institute is using **ERP (Oracle EBS R12.2.10)** modules (HRMS, Employee self-service, Payroll, Financial, Inventory, Purchase and Order Management) at its offices as per applicability.

ICSI Head quarter, four (4) Regional offices and three (3) CCGRTs are using Oracle ERP Financial module for the accounting. ICSI Chapter offices are using different accounting software’s Eg Oracle ERP Financial module / Apex module, Various versions of Tally accounting software as standalone system etc.

II. SCOPE OF WORK AND SERVICES TO BE RENDERED

Institute intends Implementation of **centralized Tally Prime Accounting Software on Cloud and hosting through ‘MeitY’ Empanelled Secure Cloud Server environment (DC with Backup)** along with secure shareable folder for its Chapter offices. Therefore, that user can access the Tally server by 24x7 and work remotely from anywhere to do real time data entry so that information of each and every chapter office will be available on a centralized platform in real-time basis and the authorized offices (CO/RO/HQ) may generate individual and consolidated financial report directly from the Tally system itself.

Proposed accounting structure after Implementation of Cloud based centralized Tally Prime accounting software for the Chapter offices of ICSI:



This project shall be divided into three (3) phases as hereunder:

Phase	Part	Description
1	A	a. Hosting of Tally Software on “Ministry of Electronics and Information Technology (MeitY) empanelled cloud server (DC with Backup)” b. Supply, Installation, configuration, integration, deployment & testing of Tally Solution on Cloud c. Rollout including Remote hand holding and Training (Online)

		d. User management e. Backup and Restore Services f. Future Updates /Upgradations g. Centralized Helpdesk support
	B	Migration of all the accounting units (Chapter Offices) to the Centralized Tally System on cloud
2		Customization as per ICSI requirements & Go-live
3		Comprehensive Support after successful Completion of Phase 1 & 2 (Recurring Costs-Tally Software, IT Infra on Cloud & AMC)

Bidder shall do a comprehensive analysis of the Tally Accounting system requirements for the ICSI and prepare elaborate system architecture and design documents.

The bidder shall be entirely responsible for the architecture of the Tally accounting system implemented to satisfy all the features, functions, requirements and performance as described in this document including sizing of the required IT infrastructure in order to satisfy service levels as defined in this RFP. Bidder should ensure all possible and required improvements.

Phase-1

The first phase of this project would comprise of supplying the latest version of Tally Accounting software licenses (Tally Prime Multi User, Tally Prime Server and TVUs), provision for hosting of online Tally Accounting Software on DC (Data centre) of cloud service provider empanelled with **Ministry of Electronics and Information Technology (MeitY)**, Govt. of India on service model, implementation of Tally Accounting System for the 78 offices at ICSI (72 Chapter offices (Accounting units), 4 Regional offices, 2 Head offices).

Phase-1 (Part-A)

A. Hosting of Tally Software on “Ministry of Electronics and Information Technology (MeitY) empaneled cloud server (DC with Backup)”

Detailed Hosting requirements for ICSI Tally Accounting System are mentioned below:

- I. Total Number of indicative Tally Users shall be **80 presently**. The number of users may grow up to 10% every year during contract period and bidder shall have to ensure adequate IT infrastructure for the new users and associated transactions **as per the rates quoted in the bid and without any additional cost to the ICSI.**
- II. The Tally software should be hosted in "secured cloud server" so that it can be accessible from anywhere without any glitches/hindrance. The bidder also has to ensure the secure connection mechanism between secured Cloud server and Tally system/server so that it can be accessible from anywhere via web browser/System.
- III. Selected bidder shall implement and host provided Tally Software application & server (for 78 offices of ICSI across the India) in a “Ministry of Electronics and Information Technology (MeitY) empaneled secured cloud server (DC with Backup)”. **The hosting must be done on a server located within India during entire contract period.**
- IV. The bidder has to provide remotely accessible **secure shareable folder** with the Tally system to the authorized users of ICSI to share and work on any document/ report parallelly. Therefore, that user can access the Tally server by 24x7 and work remotely from anywhere. so that information of each and every unit may be available on a centralized platform in real-time basis.

- V. User should be able to print/ export reports/ data locally and able to upload / copy/paste data to cloud from local devices.
- VI. ICSI reserves the right to increase/decrease the number of users/ licenses at any point / requirement.

Note: Following key elements areas needs to be considered by Bidder for providing the infrastructure as a service and finalization of BoM on Cloud for this project:

a) Assessment, Provisioning and Installation of IT Infrastructure on cloud

- I. BIDDER is required to perform a detailed assessment of Cloud based Tally Accounting Software solution requirements mentioned in this TENDER, the number of ICSI Offices location, users, transaction volumes and assess the infrastructure requirements for operationalization of the Tally Accounting Software on Cloud and to provide the services in conformance with the RFP. While assessing requirement of the IT infrastructure on cloud for Tally Software & Server, BIDDER shall ensure that the proposed infrastructure supports the necessary performance requirements.
- II. BIDDER is required to perform necessary sizing of IT infrastructure on cloud for implementation of Tally Software and to maintain the performance of the systems in line with the SLAs provided in this TENDER. However, the system proposed by bidders shall ensure scalability and performance requirements.
- III. The Tally System should have appropriate servers in high availability mode with security features such as firewall, IPS, SSL, Anti malware, encryption etc. to meet the service levels defined in this TENDER. The configuration of IT infrastructure should be commensurate with the ICSI offices (Accounting & Supervisory Units) and users mentioned in this TENDER
- IV. During the entire project period, if the performance of the system is affected on account of the hardware limitations on cloud, due to the growth in the **transaction volumes** (Currently Approx. 750 Vouchers /day) and **number of users** (Currently 80 users) up to the extent of 10% year on year during contract period), the bidder is required to update, upgrade & augment the infrastructure on cloud at no additional cost to the ICSI (For e.g. Additional servers, storage space etc).
- V. BIDDER shall need to make suitable arrangements on cloud for Tally web servers, appropriate database, system software etc as applicable conforming to SLAs. Domain /Subdomain name will be provided by ICSI.
- VI. The Bidder shall be responsible for all the managed services and Operations & Maintenance Support in the provided “MeitY empanelled cloud server (DC with Backup)” along with all the required legitimate software’s (Windows Server with latest version; MS Office- Excel, Word; Adobe Reader- PDF, Antivirus, Anti malware/ Anti Ransomware etc.,) / accessories etc., for proper secure hosting and server configuration for making the complete Tally system Go-live and thereafter during the entire contract period as per the RFP.

b) IT infrastructure, Security & hosting on cloud – (DC with backup)

- I. Cloud Service Provider (CSP) must be empanelled with “Meity, Govt. of India”.
- II. The bidder has to setup, configure, migrate, commission and maintain the required IT infrastructure on cloud (DC with Backup) as per MeitY CSP guidelines.
- III. DC (Data Centre) should comply with at least **Tier III standard** and **TIA-942** norms.
- IV. The bidder/system integrator has to provide compliance undertaking for DC every year indicating the compliance to the Tier III standards. ICSI may audit the facility to verify the compliance.
- V. Bidder shall ensure **data sovereignty** during entire contract period of this project and submit a self-certificate in this regard

c) Installation, configuration, commissioning and maintenance on cloud during project period:

- I. The BIDDER shall be responsible for installation, configuration, commissioning and subsequent maintaining of entire IT infrastructure provided on cloud for the Tally Accounting System at DC site.
- II. Tally Accounting system design must be such as to require the minimal installation, if at all, at the user's end, besides the Internet Browser. The Tally system should be able to support latest version of all common browsers like Internet explorer, Edge, Mozilla, Chrome.
- III. Tally Accounting System should be able to access from any device Desktop, Laptop.
- IV. Tally Accounting System Should be able to access from any OS Windows, MAC, Linux etc.

d) IT Security:

- I. It would be desirable for the Data Centre to hold security certification by a reputed agency and should take all security measures to avoid any hacking and threats.
- II. Various levels of security should be provided by the Cloud Service Provider.
 - Physical Level – Authorization, Authentication, CCTV, Biometric access etc.
 - Logical Level – Firewalls, Intrusion Detection, Anti-virus, etc.
 - Data Level – Encryption (needed in-transit.), Recovery etc.

e) Cloud Tally server should follow the below mentioned criteria:

- I. High End Multi Core/Multi Processor Servers with Managed Administration, Security, Backups.
- II. Secure encryption eg. SSL encryption during data transmission over web / Network security / connectivity from anywhere via web browser/System.
- III. Closely monitored server security with regular security patches
- IV. Multi redundant Bandwidth Network.
- V. Complete power redundancy

f) Configuring the server in line to the required Tally Accounting software Solution on Cloud for the approx. 80 users at the 78 offices of ICSI across India as per RFP (Please mention IT infrastructure component in Project implementation plan & Project Charter)

- CPU/Virtual machine
- RAM
- Storage space
- Installation and configure Tally application server, SSL-VPN and Shared data folder
- Provide Data transfer facility as per requirement
- Antivirus, Antimalware installation and configuration
- Provide firewall and IPS for enhanced security.
- Configuring port as per requirement of ICSI
- High availability for application and database

g) Other Software licenses for hosting and accessing of Tally software System on Cloud

- Bidder shall be responsible for providing any other legitimate software/accessories required for secure hosting and server configuration on Cloud for making the Tally Accounting system Go-Live, without any extra cost to ICSI.
- The bidder shall provide required software licenses (if any) for accessing the ICSI Tally Accounting system on Cloud through internet browser by the users without any extra cost to ICSI during the entire contract period.

B. Supply, Installation, configuration, integration, deployment & testing of Tally Solution on Cloud

a) Supply of latest version of Tally software licenses (Prime Multi User and Tally Prime Server)

- I. Selected bidder shall supply the latest version of Tally software licenses (Tally Prime Multi User, TVU and Tally Prime Server) for the users at the approx. 78 (seventy-eight) offices of ICSI. List of offices is mentioned in Annexure -I
- II. The Tally accounting software licenses should be supplied in the name of the “The Institute of Company Secretaries of India” and all the original copy of the Tally licenses certificate, agreements, Tally Software Services (TSS) login credentials and user manuals etc must be submitted to ICSI before the start of implementation of the project
- III. Bidder shall supply the latest version of Tally software licenses with all types of access / rights (like Customization in Application & Database, unlimited transactions, scalable etc) to ensure the sustainability of the implemented Tally solution in all aspects. Any software limitation/restriction must be informed in the submitted proposal / bid.
- IV. The number of users may grow and then BIDDER has to supply additional Tally user / Tally Virtual User (TVU) software licenses as per the OEM (M/S Tally) policy
- V. Some of the Chapter offices of ICSI already having licensed Tally accounting software’s hence the existing Tally licenses may be utilized for the TVU (Tally Virtual user) licenses as per the authorization provided by ICSI. The list of existing Tally user licenses will be provided to the selected bidder before the starting of project. The bidder is required to convert the existing Tally licenses at ICSI to TVUs as per the license policy of OEM Tally and supply the additional required Tally user licenses for this project accordingly. ICSI will make the payment for the additional TVU licenses supplied after adjusting existing Tally user licenses accordingly. Bidder will be responsible for further renewal and upgradation of the deployed Tally software licenses.
- VI. ICSI reserves the right to increase/decrease the number of Tally users/ licenses at any point / requirement.

b) Installation, configuration, integration, deployment, Security & testing of Tally Accounting system

- The Bidder shall ensure the configuration, integration, customization and deployment, testing and maintaining the required Tally software application on cloud for the ICSI as per the brief Functional and Technical requirements mentioned under the Scope of work of the RFP.
- The Bidder shall implement the Tally Accounting Software solution in a MeitY empaneled secured cloud server for the 78 offices (Chapter offices, Regional offices & Head Office) of ICSI with required transaction, technical, functional and system administration rights as authorized by the ICSI.
- Bidder shall create and manage the user account (create users, assign security level based on the role, assign password and deactivate the users, define password policy) in **Tally Software application** and **Secure Cloud server** for all the approx. 78 offices of ICSI across the India.
- At every stage of the deployment process, the different components of the proposed Tally solution must get thoroughly tested by the bidder to make it bug-free.

- The Tally system should have appropriate servers in high availability mode with security features such as firewall, IPS, SSL, Anti malware, encryption etc. to meet the service levels defined in this TENDER. The configuration of IT infrastructure should be commensurate with the ICSI office's locations (Accounting Units) and users mentioned in this TENDER

Tally Implementation and Rollout

- The BIDDER shall implement Tally software application on cloud for the ICSI as per the brief Functional and Technical requirements mentioned under the Scope of work of the RFP.
- The BIDDER will be responsible for providing appropriate services in implementation of offered Tally Solution on Cloud including integration and supporting the operation of the proposed solution during implementation. These services should include, but not be limited to, the following: -

I. Project charter

The detailed **project charter** as prepared and submitted by BIDDER shall comprise of the following, but not limited to:

- Project charter should include the detailed project plan, indicating all activities with roles and responsibilities of deployed resources and time schedule of deliverables, required to be prepared at the start of the project and submitted to ICSI **within 7 days after the date of acceptance of Purchase/Work Order by the bidder.**
- The project charter should also contain brief project description, approach and methodology, milestones, project organization, roles and responsibilities, project risks and mitigation plans, dependencies etc.
- The project charter should also contain the Technical Specification on Cloud with Data Size to be used for the hosting of proposed Tally system in Cloud environment for the 78 offices of ICSI.
- The project charter should include a detailed program for installing, customizing and implementing the Tally solution covered under this TENDER.

II. Implementation of the ICSI Tally software system on cloud shall comprise of the following:

1. The BIDDER shall implement and configure the latest Tally Accounting Software for the users at the approx. 78 (seventy-eight) offices of ICSI across the India as per the below-mentioned office type wise access requirement.

Office Type	No. of Office	Required access on Cloud based Tally solution
Head Office (HQ) (Delhi & Noida)	2	Whole access to manage the system administration, Technical & Functional aspects of Tally system on Cloud. HQ user should be able to create, Configure and synch masters and generate individual and consolidated financial report / ledgers of all the regional/ chapter offices for consolidation and analysis.
Regional Office (RO) (EIRO, WIRO, NIRO, SIRO)	4	Regional office (Supervisory units) should be able to view and generate individual and consolidated financial report / ledgers of all the chapter's offices under its jurisdiction only for consolidation and analysis.
Chapter Offices (CO)	72	Chapter office (Accounting units) should be able to do data entry and view ledger/reports of that chapter office only

Total Offices	78	
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2. **Full implementation of Standard (default) features of Tally software released by OEM M/S Tally.**
3. Implementation of Uniform Accounting System through a uniform Chart of Accounts, Ledgers and Sub-Ledgers across all the accounting units across all the mentioned office of ICSI (**Annexure – I: List of Offices**). Bidder shall study existing chart of accounts being used by ICSI chapters offices and suggest changes/improvements for uniformity, if any and upon approval by ICSI implement the same.
4. **Master Data:** Bidder shall create & configure all the masters for all the seventy-two (72) accounting units (chapter offices) in proposed Tally Solution to make it enable for data entry by the users at the ICSI Chapter offices (CO) like:
 - Users’ setup for all the Accounting & supervisory units
 - Chart of Account (Company code, Cost centres, Natural Accounts)
 - Currency
 - Accounting Calendar
 - Document sequence / Voucher numbers sequences
 - Supplier masters
 - Bank Masters
 - Uploading of Opening balances including bill wise outstanding of creditors /debtors (if any) for Aging analysis purpose

Common chart of accounts needs to maintained in both the applications i.e., Oracle ERP application (For HQ/RO/CCGRTs) and Tally Accounting software (for Chapter offices) to achieve the uniformity of masters and consolidation of books of accounts in Oracle ERP at HQ and in Tally Accounting Software at CO/RO level. The bidder shall be responsible for collecting required master & transactional data of the Chapter offices (Accounting units) and uploading & configuring in Tally Accounting Software to make it enabled for the data entry at all the Chapter offices (Accounting units). ICSI will provide requisite data of accounting units for uploading in Tally accounting software as per the templates provided by the bidder.

5. **Data Synchronization and Consolidation of Accounts**
 - As common chart of accounts needs to be maintained in both of the applications i.e. Oracle ERP (For HQ/RO/CCGRTs) and Tally accounting Software (for Chapter offices) to achieve the uniformity of masters and consolidation of books of accounts in Oracle ERP at HQ and in Tally Accounting Application at CO/RO/HQ level.
 - All the masters (chart of accounts) will be created & configured in Oracle ERP and Tally Application at HQ and need to be created/synced in all the accounting units in Tally accounting Software application to avoid any duplication and enable proper consolidation of accounts books.
 - Bidder shall be responsible for creation of master’s data and further synchronization of master’s data in the ICSI Tally Accounting System for all the Chapter offices (accounting units) during the entire contract period – as and when required.
6. **Taxation and compliances** Provided Tally Accounting system must be enabled with all the requisites features (process and reports) for the Taxation (GST, TDS etc) and regulatory/statutory compliances in India like TDS/TCS compliances and filling and GST compliances and filling, GST Invoices /e-Invoice, GSTR-2B and GSTR-2A reconciliation, GSTR-1 reconciliation etc.
7. **Security Management in Tally Software application**

- **User management:** Bidder shall create and manage the user account & profile (create users, assign security level based on the role, assign password and deactivate the users) in **Tally Software** for all the for the users at approx. 78 offices of ICSI across the India as authorized by ICSI time to time.
 - Define security level, user-level rights and assign specific access to the users as per their roles and responsibilities.
 - Define password policy comprising of password strength, password expiry, password history, allowing the user to change password etc.
 - **Audit trail:** Tally Software Application should maintain complete **audit trail** of all transactions (add, update and delete) using transaction log reports as per the guidelines issued by **Ministry of Corporate Affairs (MCA)**, so that errors in data, intentional or otherwise, can be traced and reversed, throughout the project duration. Tracking a voucher right from creation to details of alterations and last alteration done like username, user employee id, narration (reason for altering) and alteration date and Generation of alteration report.
8. Role based security setup to be made for mapping of GL codes, Cost center, supplier ledger, Banks etc with respective accounting unit.
 9. Access Controls must be provided to ensure that the databases are not tampered or modified by the system operators or database administrator.
 10. **Auditor login access for view only - for auditing purposes in Tally accounting software by the Auditors (Internal and Statutory) at ICSI offices.**
 11. Configuration of **document sequence** / Voucher number sequence in a manner that ensure continuity of voucher number in sequential order and retain original voucher number without skipping / renumbering on insertion (Any deletion is not allowed).
 12. Budget and Bank reconciliation must be operational with default features.

13. User rights in Tally Software system for ICSI

Users' rights to be assigned in the provided Tally Software solution as authorized by ICSI time to time. Office type wise permissible access for the data entry and view reports in the ICSI Tally Software, are mentioned below:

Office Type	Transaction / Data Entry Access				Reports Access
	Entry	Alter	Delete	Master creation /Sync	
Chapter Offices (CO)	YES	NO	NO	NO	Yes (Ledger/reports of its office only)
Regional Offices (RO)	NO	NO	NO	NO	Yes (Individual and consolidated financial report / ledgers of all the chapter's offices under its jurisdiction only)
Head Office (HQ)	NO	NO	NO	YES	Yes (individual and consolidated financial report / ledgers of all the regional/ chapter offices for consolidation and analysis.

The above is indicative and detailed access controls needs to be discussed and finalized in consultation with ICSI during implementation period.

In case any Chapter Office (Accounting Unit) require creation of any new master/Ledger (Supplier, Bank, Cost centre, GL account etc) then they (Accounting units) will send requirement to Centralized Helpdesk at ICSI HQ / Bidder site, it will be created and confirmed to requesting Office by Tally support team at HQ / Bidder site subject to approval by the competent authority at ICSI. Further masters record needs to be synced automatically to all the Accounting Units in Tally Accounting system as per the requirement. No users will be allowed to delete the transactions; in case any transaction has to be rectified or cancelled it will be done by passing the reverse Journal Entry.

14. **Reports & Dashboard:** Bidder shall ensure following:

- All the standard reports (Accounting Reports, Financial Reports, Management Control Reports, Aging analysis Report) & dashboards should be enabled under the provided Tally Application to the ICSI.
- Respective office detail (Office name & address, contact number, GST, PAN etc) should be displayed in the header of reports.
- Generation of statutory compliance report with respect to TDS, service tax/GST etc.
- User should be able to print/ export reports/ data locally and able to upload / copy/paste data to cloud from local devices.
- Report should be generated in required format like Excel, PDF etc

15. The ICSI-Tally design must be such as to require the minimal installation, if at all, at the user's end, besides the Internet Browser. The ICSI-Tally system should be able to support latest version all common browsers like Internet explorer, Edge, Mozilla, Chrome.

16. Implement data security to allow for changes in technology and business needs.

17. **Testing:** Bidder shall be responsible to carry out all the required testing which include user acceptance tests, integration test, at every stage of the deployment process, the different components of the proposed Tally solution must get thoroughly tested by the bidder to make it bug-free before Go-Live.

C. Rollout including Remote hand holding and Training (Online)

The selected Bidder shall be responsible for Successful Rollout of Tally Accounting software at each ICSI Office (CO/RO/HQ), including configuration of the ICSI Offices specific information, providing application training to the Offices (List of offices mentioned in Annexure – I) & proper hand holding support to the users **for at least 15 working days** to ensure smooth transition to Tally accounting application on Cloud.

Bidder shall ensure adequate manpower to provide Online handholding & training to all Chapter Offices (Accounting units) till the end of the roll out duration. In case require Offline Training then vendor official has to be relocated at the regional offices of ICSI.

The bidder has to undertake the following activities with respect to the Pilot & rollout of the application at each of the Office:

- Pilot of the application in identified model Chapter offices
- Stabilization of the application based on issues encountered and feedback obtained during pilot.
- Functional hand holding of the Tally Application to the users

- Ensure the smooth data entry and generation of all reports on-line through the implemented system after the completion of Phase-1 (part-A) at each of the Offices.
- Rollout of the application to all Chapter Offices (Accounting units) based on fulfilling the agreed acceptance criteria as decided by ICSI for go-live at individual Chapter offices (Accounting units).

D. **User management** - Bidder shall create and manage the user account & profile (create users, assign security level based on the role, assign password and deactivate the users) in **Tally Software** and in **Secure Cloud server** for approx. 80 users as authorized by ICSI time to time.

E. **Backup and Restore Services**- The services to be provided by BIDDER shall include:

I. The full (Application & database) backup must be taken in an automated manner on daily basis in the cloud or as per the decided backup policy by ICSI time to time.

II. The full (Application & database) backup must be shared with ICSI in an automated manner on end of the day basis or as per the decided backup policy by ICSI time to time.

III. Monitoring and enhancing the performance of scheduled backups, schedule regular testing of backups and ensuring adherence to related retention policies as defined by ICSI.

IV. The minimum retention period of the daily backup must be 7 days, monthly backup for the whole year and yearly backup for whole contract duration or as per the decided retention policy by ICSI.

V. If any hardware and/or software issue occurred in server on Cloud (DC) and server is down, the selected bidder must ensure the restoration of the ICSI Tally accounting system service within minimum time period to avoid any penalty given under SLA (see Annexure F of this RFP)

VI. Prompt execution of on-demand backups of volumes and files whenever required or in case of upgrades and configuration changes to the system.

VII. Real-time monitoring, log maintenance and reporting of backup status on a regular basis

VIII. All data of ICSI and its backups of "ICSI Tally Accounting system on Cloud" to be provided to ICSI on termination of the contract (or as & when required) to the satisfaction of ICSI.

IX. It must be noted that for all data which is entered in to the proposed Tally Accounting system, the ownership rights will stay with ICSI.

F. **Future Updates /Upgradations**

I. The Successful Bidder is required to provide, install and commission all the software up gradations/ enhancements from time to time, during the entire contract period free of cost to the ICSI.

II. Any up gradation in the Tally Accounting Software shall be made available to ICSI timely and without any additional cost as per the OEM Policy.

III. The Successful bidder is required to upgrade OS, DB, any other Software provided by them for providing cloud environment and hosting

IV. All the incidental expenses for making systems operational will be the sole responsibility of the selected vendor without any additional cost.

V. If the application stops complying with the scope of work, and terms & conditions mentioned in this RFP, the bidder will upgrade all its service and infrastructure required for successful compliance in accordance with this RFP without charging any extra amount from ICSI.

G. Centralized Helpdesk support

The bidder shall establish and provide central helpdesk facility from ICSI Head office, Noida for all Technical and Functional support requirements from the users across ICSI offices.

Bidder shall operate the IT Helpdesk from the date of successful completion of Phase 1 (Part-A).

The structure of the helpdesk support shall be as follows:

1. **Dedicated 1 (One) Tally resource** person (Resident Engineer) must be deployed at ICSI Head office (Noida/Delhi) from **Monday to Saturday and on holidays in exigencies** for supporting Technical and Functional aspects for day-to-day operations and requirements Under the ICSI Tally accounting System at the offices of the ICSI.
2. **One Support/ Project manager** exclusively for ICSI is to be assigned for coordination by the vendor for handling ICSI's complaint/account during support period. Support /Project manager must be available in person at ICSI Head office (Noida/Delhi) minimum 1 (one) day in a week in the first three months from the starting day of the helpdesk support and thereafter minimum 2 (two) days in a Month (once in 15 days) or as per the requirement of ICSI.

Hours of operation of the Helpdesk:

Operating Hours	Days of the week
09:30 AM to 06:00 PM	Monday to Saturday and on holidays in exigencies
	Any other date and time as requested by ICSI

Following contact details for helpdesk will be provided by the bidder as part of scope.

Helpdesk Contact	Mobile /Phone	Email id
Tally Resource (Resident Engineer)		
Support/ Project manager		

Although One resource will be deputed by vendor for centralized helpdesk support at ICSI, but Overall responsibility of the development, maintenance & support and management of the assignments under this contract will remain with the Service Provider. In case if any addition resource or domain expert is required to depute at onsite for any critical activities then same will be provided by bidder without any additional cost.

Detailed scope of Helpdesk support is mentioned under the Scope of Comprehensive support Post successful completion of Phase-2 & Go-live.

Phase-1 (Part-B) Migration of all Accounting units (Chapter Offices) to the Centralized Tally System on cloud

This shall comprise of the following:

- I. Consolidation and Integration of accounts of all accounting units (Chapter offices and Regional Offices) so that consolidated trial balance, Balance sheet, Profit & Loss account, schedules to Balance Sheet and Profit & Loss Account, Cash flow statement as per Tally default (standard) format can be generated.

- II. Implementation of Uniform Accounting System through a uniform Chart of Accounts, Ledgers and Sub- Ledgers. Access control for modification to chart of accounts must be restricted to authorized people at ICSI Head office level.
- III. Designing uniform code of accounts as per ICSI requirements for All the Accounting Units, Profit Centers / Cost centers, customers, vendors etc. Code lists shall be provided by ICSI.
- IV. Common chart of accounts needs to be maintained in both of the application i.e., Oracle ERP (For HQ/RO/CCGRTs) and Tally Accounting System (for Chapter offices) to achieve the uniformity of masters and consolidation of books of accounts in Oracle ERP at HQ and in Tally Accounting System at CO/RO/HQ level.
- V. Purpose of above-mentioned points 'I' to 'IV' is to generate Income & Expenditure statement, Costs & Profitability-Profit Centre wise (i.e, Regional Office, Chapter Office), Cost centre wise, Programme wise, Supplier –wise & so on.
- VI. Migration of opening balances, as on **01st April 2024** (or any other cut of date as decided by ICSI) to be uploaded from old system for each Chapter Office to new Tally ERP System on Cloud, with the coordination of ICSI Team. Vendor will require to share the templates with ICSI for the required data to be uploaded in new Tally accounting software on cloud. Uploading of Opening balances including bill wise outstanding of creditors /debtors (if any) for Aging analysis purpose.
- VII. Pre-defined TDS rates are to be fed in the Tally accounting software for payments booked under a particular revenue head of account to facilitate Auto calculation of TDS while entering the voucher.
- VIII. Satisfying the requirement of accounting as per the GST Law so that data required for compliances under GST with respect to payment of periodic GST and filing of periodic GST returns. For this the vendor may require to coordinate and work with the GST Implementation consultant of ICSI at Chapter office/ Regional Office/ HQ.

Phase 2 (Customization as per ICSI requirements)

- I. Bidder shall customize the Tally Accounting Software system as per the scope of work. BIDDER needs to perform actual requirement gathering. The functional requirement provided in this TENDER is for the purpose of reference only. The BIDDER is required to capture all possible and required functional requirements, pre-go-live.
- II. Any Customization under the Tally software in such a manner where nobody can alter or delete the transactions irrespective of authorization.
- III. **Consolidation(integration) of Tally data in Oracle ERP (Financial Module)**

The bidder shall provide a functionality to fetch all the Tally data (Accounting units wise date) in a required format to be pushed on Oracle ERP server at HQ on daily basis for the consolidation of Tally data in the financial module of Oracle ERP.

It may be achieved through **the Automatic Export of Tally data of all the Operating units (OU)** in provided path of server at ICSI data centre on daily basis (or as per decided by ICSI) in the .csv sheet template/format shared by ICSI.

or through direct **Integration with Oracle ERP** (without human intervention).
- IV. Provide utility to upload bulk invoices in Tally accounting software through excel.
- V. Necessary checks to be placed to ensure that all the expense, income, assets & liabilities are done through a customer/ vendor/ party account as per the ICSI requirements.

- VI. Rights based security setup to be made for mapping of GL codes, Cost center, supplier ledger etc. with respective accounting unit.
- VII. Access Controls must be provided to ensure that the databases are not tampered or modified by the system operators or database administrator.
- VIII. Generation of Invoice/ Debit Note/ Credit Note/ Payment/ Receipt in compliance with the relevant GST law and ICSI requirements for its customers with the facility to print, export, mail directly from TALLY at the end of accounting units (Chapter offices) and supervisory units (Head Office / Regional office) of ICSI.
- IX. Generation of Consolidated financial reports at Head Office / Regional office, as per reporting & MIS requirement of ICSI. Approx. 10 customized reports may be required by the ICSI for various purposes which the vendor has to develop & deliver at no additional cost. Format of the customized reports will be shared by ICSI.
- X. Devising a detailed User manual of customized Tally solution with the frequent asked questions for the users, with updates from time to time as per ICSI requirement

Project acceptance criteria: the project will be treated as implemented in all respects once the accounts masters are created, the opening balances are entered/ migrated, the accounts of all the accounting units (Chapter offices) are implemented, configured properly in Cloud based Tally accounting software, all the Chapter offices are able to enter various types of vouchers /transactions smoothly in the initial one (1) month, ICSI offices (HQ, RO, CO) are able to generate all kind of reports for that period from the implemented Tally system to the satisfaction of ICSI and final Trail balances figures of the offices are moved in to Oracle ERP.

Warranty period: During the warranty period of one (1) year the bidder will provide unconditional support and fix all problems, to the satisfaction of ICSI.

Phase 3-Comprehensive Support Post Go- Live i.e. Satisfactory completion of Phase 1 & 2

Maintenance and support services from the date of Go-Live: Maintenance and support services of the entire ICSI-TALLY Accounting System on Cloud including IT infrastructure, Servers, Network and Equipment during the contract period.

As part of the operations and maintenance services, the BIDDER shall provide support for the software, hardware, and other infrastructure on Cloud that are in the scope of this TENDER.

Selected BIDDER shall also provide **comprehensive support** for smooth operations of “**Tally Accounting system on Cloud for ICSI**” for 5 (five) years from the date of satisfactory implementation and Go-live, which includes following:

1. Application software maintenance and support
2. Continuous Annual Technical Support (ATS) for all the licensed software
3. Operations and maintenance services for the infrastructure provided and commissioned by the BIDDER for the TALLY solution at the Data Centre on Cloud
4. Central Helpdesk for support
5. Periodic reporting

1. Application software maintenance and support

Maintenance and support of the implemented “**Tally Accounting system on Cloud for ICSI**” at all the accounting units / offices, shall include following:

a. Application-level monitoring

- Monitoring application processes and services availability

- monitoring application-level usage, Monitoring system performance
- Performance analysis and tuning measures
- Ensuring 99.5% uptime of the application. Providing regular reports in respect to the same.
- Monitoring of Server against any virus threat, crashes, etc

- b. Bug Resolution** – Providing Technological support for any issue/ query/problem faced by the users at the Offices of ICSI as and when required.

Vendor shall first try to resolve it through remote desktop support/ telephonic support, If the problem does not get resolved through online/telephonically mode, vendor needs to resolve the issue on site where the Office location is as per terms and conditions. TA / DA will be as per actual on submission of bills, as the norms of the institute shall be paid

- c. Sorting out any errors pertaining to user access, data synchronization, setups and functionality in Tally Accounting System on Cloud without any additional cost to ICSI.
- d. Maintenance and support of the existing customizations & Integrations in the implemented Tally Accounting Software system at ICSI
- e. Any amendments required to be incorporated due to change in any statutory law/ functional requirement in the Implemented Tally software.
- f. Provide proper training to improve Tally usage in terms of GST, TDS and other Modules as and when any amendment take place in the Tally System.
- g. **Periodic training sessions** on the Tally Accounting software modules on Remote -as and when required by the ICSI Offices. Advance intimations may be given to the offices through mail and over the telephone. Minimum 8-man days end user classroom/online training by the Tally expert per year at ICSI
- h. Provision of technological support for any query/problem faced by any of ICSI staff as and when required which need to be resolved as per timelines mentioned in the SLA. In case the vendor does not resolve the query/defect to the satisfaction of ICSI within 7 working days, ICSI can get the work done from outside party at the cost of bidder. On repeated failure to resolve queries or repeated failure to remove software defects, ICSI can terminate the contract and forfeit guarantee money.
- i. Backup and Restore Services- The services to be provided by vendor shall include:**
- I. The full (Application & database) backup must be taken in an automated manner on daily basis in the cloud or as per the decided backup policy by ICSI time to time.
 - II. The full (Application & database) backup must be shared with ICSI in an automated manner on end of the day basis or as per the decided backup policy by ICSI time to time.
 - III. Monitoring and enhancing the performance of scheduled backups, schedule regular testing of backups and ensuring adherence to related retention policies as defined by ICSI.
 - IV. The minimum retention period of the daily backup must be 7 days, monthly backup for the whole year and yearly backup for whole contract duration or as per the decided retention policy by ICSI.
 - V. If any hardware and/or software issue occurred in server on Cloud (DC) and server is down, the selected bidder must ensure the restoration of the ICSI Tally accounting system service within minimum time period to avoid any penalty given under SLA (see Annexure F of this RFP)
 - VI. Prompt execution of on-demand backups of volumes and files whenever required or in case of upgrades and configuration changes to the system.

- VII. Real-time monitoring, log maintenance and reporting of backup status on a regular basis
- VIII. All data of ICSI and its backups of “ICSI Tally Accounting system on Cloud” to be provided to ICSI on termination of the contract (or as & when required) to the satisfaction of ICSI.
- IX. It must be noted that for all data which is entered in to the proposed Tally Accounting system, the ownership rights will stay with ICSI.

j. Future Updates /Upgradations

- I. The Successful Bidder is required to provide, install and commission all the software up gradations/ enhancements from time to time, during the entire contract period free of cost to the ICSI.
- II. Any up gradation in the Tally Accounting Software version shall be made available to ICSI timely and without any additional cost as per the OEM Policy.
- III. All the incidental expenses for making systems operational will be the sole responsibility of the selected vendor without any additional cost.
- IV. If the application stops complying with the scope of work, and terms & conditions mentioned in this RFP, the bidder will upgrade all its service and infrastructure required for successful compliance in accordance with this RFP without charging any extra amount from ICSI.

k. Additional work (Development/ Customization / integration /Change Request / out of scope work etc.)

- I. Vendor should be able to do further tally development, customization & integrations as and when required by ICSI.
- II. Payment for any additional work will be made as per the man-days quoted for the actual days to complete the task. Man-days to be quoted for one man for one day. Payment will be made on the basis of the per-man-day rate mentioned (for additional work) in the contract (purchase order or work order) upon satisfactory completion of work.
- III. Vendor team may do the customization work in ICSI premises. They will be provided necessary seating arrangements, however software, hardware requirements for customization to be taken care by the successful bidder. They will not be paid anything extra other than quoted as man-days amount.
- IV. Vendor should be able to do integration of other applications with ICSI Tally Accounting system. Other applications will provide data to be transferred into Tally and the same to be imported into Tally and whenever Tally data needs to be transferred to other applications the same to be exported / stored in other server without any manual intervention at a specified time at a specified interval.
- V. Whenever changes required in the existing customization / integration due to Tally Software version upgradation / change or due to any change in IT Infrastructure and software on Cloud, the vendor needs to do the required changes without any additional cost to ICSI.

l. Corrective and Preventive Maintenance

- The target is to keep the applications operational and this should be achieved by delivering both corrective and preventive maintenance.
- Ensuring 99.5% uptime of the application. Providing regular reports in respect to the same.
- Corrective and Preventive Maintenance service should entail the delivery of activities required to ensure that applications are available to the required level of functionality
- Corrective maintenance involves the correction of reported faults that impair the availability or use of applications and is governed by an agreed SLA; faults are investigated and fixed according to a classification of criticality.

- Preventive Maintenance, which is usually undertaken as part of a specific service requirement, involves improving the maintainability of applications by removing problems before they occur.

m. Deliverables (to be submitted as & when required)

- System architecture & Design Document (inclusive of Technical and functional)
- IT Infra on Cloud related documentations and manuals
- Original Software licences certificates & agreement documents
- List of Customization with respective technical /functional documentation
- Develop and provide interactive user manuals/SOP

2. Annual Technical Support (ATS) and renewal of all the software licences

- Vendor will be responsible for the renewal of Tally Software licences & services (TSS) for continuous product update & support
- Vendor will be responsible for the renewal of Annual Technical Support (ATS) of all the component /software/accessories used for secure hosting and server configuration on Cloud, without any extra cost to ICSI
- Vendor will be wholly responsible for the compliance related to the provided software licences and services to ICSI to meet the scope of work of this RFP

3. Operations and maintenance services for the infrastructure provided and commissioned by the BIDDER for the Tally Accounting System at the Data Centre on Cloud

- The Bidder shall be wholly responsible for all the managed services and Operations & Maintenance Support in the provided “MeitY empanelled cloud server (DC with Backup)” along with all the required legitimate software’s (Windows Server with latest version; MS Office- Excel, Word; Adobe Reader- PDF, Antivirus/anti malwares / anti ransomware etc.) / accessories etc., for proper secure hosting and server configuration for making the complete system Go-live and thereafter during the entire contract period as per the RFP.
- During the entire project period, if the performance of the system is affected on account of the hardware limitations on cloud, due to the growth in the transaction volumes (Currently Approx. 750 Vouchers /day) and number of users (Currently 80 users) up to the extent of 10% year on year during contract period), the bidder is required to update, upgrade & augment the infrastructure on cloud at no additional cost to the ICSI (For e.g. Additional servers, storage space etc).
- Upgradation of OS, DB, any other Software provided by successful Bidder for providing cloud environment and hosting
- If the application stops complying with the scope of work, and terms & conditions mentioned in this RFP, the bidder will upgrade all its service and infrastructure required for successful compliance in accordance with this RFP without charging any extra amount from ICSI.
- All the incidental expenses for making systems operational will be the sole responsibility of the selected vendor without any additional cost.

4. Central Helpdesk for support (Onsite at ICSI Head office)

The bidder shall provide central helpdesk facility from ICSI Head office in Noida/ Delhi for providing Functional & Technical support requirements to the users across ICSI offices.

The Helpdesk service will serve as a single point of contact for TALLY Accounting system related incidents and service requests.

The Helpdesk shall provide Troubleshooting Services include maintenance for overall system stabilization, defect resolution, solution maintenance, system administration, availability & performance issues, security administration, database administration, Data archival administration, User administration and end-user problem resolution.

The operational support will have to be provided, through a suitable Helpdesk system, to ensure that the ICSI Tally Accounting system is functioning as intended and that all problems associated with operation are resolved satisfactorily.

The structure of the helpdesk support shall be as follows:

Dedicated 1 (One) Tally resource person (Resident Engineer) must be deployed at ICSI Head office (Noida/Delhi) from **Monday to Saturday and on holidays in exigencies** for supporting Technical and Functional aspects for day-to-day operations and requirements at the Tally accounting units/ offices of the ICSI.

One Support/ Project manager exclusively for ICSI is to be assigned for coordination by the vendor for handling ICSI’s complaint/account during support period. Support /Project manager must be available in person at ICSI Head office (Noida/Delhi) office minimum 1 (one) day in a week in the first three months from the starting day of the helpdesk support and thereafter minimum 2 (two) days in a Month (once in 15 days) or as per the requirement of ICSI.

Hours of operation of the Helpdesk:

Operating Hours	Days of the week
09:30 AM to 06:00 PM	Monday to Saturday and on holidays in exigencies
	Any other date and time as requested by ICSI

Deployed resources would require to strictly observe the ICSI office timings from 9.30 to 18.00. However late reporting till 10:30 AM is allowed for a maximum of two attempts in a month. Any subsequent late reporting would be treated as half day absence. Part time attendance will be considered as absence.

In the absence of Primary Resource, Project Manager (Service provider) will inform to ICSI in advance by an official mail with following details:

- Issues planned for the day (if any)
- Detail of competent backup resource (Approved by ICSI) aligned for addressing planned issues / support

Note: Absence of backup resource will be treated as manpower absence and shall attract penalty as per the term specified in the RFP.

Following contact details for helpdesk will be provided by the bidder as part of scope.

Helpdesk Contact	Mobile /Phone	Email id
Tally Resource (Resident Engineer)		
Support/ Project manager		

BIDDER is required to provide necessary channels for reporting issues to the help desk. The incident reporting channels could be the following:

- Specific email id and 01 dedicated phone No.
- Portal – A web-based functionality for service desk tool for registering the calls. ICSI is using web-based helpdesk portal for ticketing management, if require it may be used for Tally related incident management.

The BIDDER will also submit an **escalation matrix** to ICSI on the procedure for resolution of different types of issues/error/bugs and implement the same

Criteria for Manpower assigned/deputed for the support (Mandatory)

Entity	Parameter	Supporting documents to be provided for approval of deployment
Tally resource (Resident Engineer)	<p>Qualification: Graduate in Commerce discipline</p> <p>Certification: Should have valid certification in the Accounting and Taxation (GST, TDS) on Tally Accounting Software modules</p> <p>Experience: Minimum 5 years of post-qualification relevant experience in providing Techno functional support in the field of Accounting and Taxation (GST, TDS) on Tally Accounting software on Cloud</p> <p>Payroll: Resource should be in the payroll of the firm for the last 1 year (minimum)</p> <p>Another competency:</p> <ul style="list-style-type: none"> • Good knowledge of computer (MS Office, Word, Excel and Power Point) • Good communication skills (oral as well as written) in Hindi & English • Good understanding in the component of ICSI Tally System on Cloud 	<p>Copy of Educational, qualification, Certification and experience</p> <p>(Submitted document must be attested by the Authorized Signatory of the Bidder)</p>
Backup Resource	In the absence of Primary Resource Backup resource must be present. Absence of shadow/backup resource will be treated as manpower absence and shall attract penalty as per the term specified in the RFP	Above mentioned relevant supporting documents to be provided for approval; before deployment of backup resource
Replacement Criteria (Equivalent resource replacement)	The replacement / addition / removal of deployed manpower at ICSI will be done with at least 1-month prior information & approval of ICSI. A non-approved manpower will be treated as no replacement and treated as per manpower absence and shall attract penalty as per the term specified in the RFP. Frequent change in manpower will be not permitted, it may be done only once in a year	Above mentioned relevant supporting documents to be submitted for approval; before deployment of resource.

** Details/Credentials will be verified by ICSI

ICSI reserves the right to verify the above-mentioned credentials and submitted documents any time during the contract period and take appropriate action as per RFP/WO/SLA if find any fraudulent / subletting.

The deployment of all manpower support personnel may be assessed by ICSI in totality (through interview/test) and ICSI reserves the right to request for a change, if ICSI is not satisfied, any time (even post-approval) due to capability and/or performance limitations/unsuitability or any other constraint. Vendor/bidder shall promptly provide substitute for the same by providing forthwith similar or higher experience, qualification & capability. In case, there is a requirement for substitution/change of resource by service provider/bidder, the same shall be affected with due approval from ICSI (subject to abide of replacement criteria) and service provider/bidder shall ensure smooth transition at no cost to ICSI.

It is expected from the service provider to depute skilled professional as prescribed above in the scope of work.

Bidder shall operate the IT Helpdesk from the date of completion of Phase 1 (Part-A) and till the end of entire Project period.

ICSI reserves the right to opt either onsite support manpower deployment OR offsite support from vendor site during start of the contract OR anytime during the contract at the starting of support quarter / year as per the requirement and make the payment accordingly.

Some of the activities to be performed by the vendor through Helpdesk support are placed below:

- I. Services in this area include, but are not limited to, the following:
 - Logging the Ticket/call for all the calls/mails/issues, classifying the tickets/calls and render first level support
 - Assigning the tickets/call for appropriate action, within the stipulated time.
 - Tracking the ticket/call till closure and ensure SLA adherence.
 - Generate reports on a daily, weekly and monthly basis. Generate exception reports.
 - Provide the need-based ad-hoc reports.
 - Interact with ICSI Offices
 - Ensure adherence to escalation processes.
- II. Functional/Technical support for day-to-day operations by taking the system on remote through the Central Site.
- III. **Priority support** through remote desktop support/ telephonic support via Tally Experts.
- IV. Installation/reinstallation of any new release and conversion of data.
- V. Sorting out any problem pertaining to errors in Tally, data path problem, printing problem, etc.
- VI. Follow up with accounting units (Chapter offices) regarding regular data entry in Tally Accounting System on weekly bases and submit MIS Report for user activities (Module wise data entry)
- VII. Carry out Monthly Closing Procedures in Tally Accounting System and provide monthly/statutory reports as per timelines defined by the Institute.
- VIII. Resolution of any product related bugs or developments in use at ICSI
- IX. Maintenance/Support of routine setups related to modules using in Tally Accounting system such as master creation, synchronization/ Re- synchronization, Taxes, Suppliers, Customers, Account Codes, any ledger Creation, transaction, closing of accounting period etc.
- X. Management of the Knowledge Repository as would be available in the form of User Manuals, System Manuals, eLearning Tools
- XI. Creation of knowledge base on frequently asked questions to assist user in resolving basic issues themselves.
- XII. End User Education/training regarding data uniformity and process as & when require
- XIII. **In case during exigencies / Require onsite support, the bidder officials have to be relocated for handling the issue, then the applicable TA and DA shall be paid as per actual on submission of bills as per the norms of the Institute (ICSI).**

The above list is inclusive and not exhaustive.

Although One resource will be deputed at ICSI for centralized helpdesk support, but Overall responsibility of the development, maintenance & support and management of the assignments under this contract will remain with the Service Provider. In case if any addition resource or domain expert is required to depute at onsite for any critical activities then same will be provided by bidder without any additional cost.

Reasonable and quantifiable effort should be undertaken by the support Team to follow-up before escalation of the same.

Offshore support may be provided by the bidder for critical issues pertaining to the Tally accounting software implemented at ICSI

III. Timelines

The total timelines for successful implementation of centralized Tally Accounting software on Cloud, hosting through 'MeitY Empanelled secure Cloud Server (DC with Backup) and Go-live after completion of Phase 1 & 2 (as desired in the Scope of work) for the Chapter Offices of ICSI, is 90 days from the date of award of contract.

The contract period of providing Comprehensive support of Tally Accounting system at ICSI, is **05 years** from the date of Successful Go- Live of ICSI Tally solution on Cloud and acceptance of same by ICSI, which may be extended up to a maximum period of 03 years with mutual agreed terms.

The table below indicates the schedule and timelines to be met by the bidder during the execution of the project.

S. No	Activity	Time schedule as specified
1	Issue of Purchase/Work Order to the selected bidder (LOI/LOA)	T**
2	Date of acceptance of Purchase/Work Order by the bidder	T1 = T+7 Days
3	Scope of work- Phase 1(Part A) -Hosting of Tally Software on "Ministry of Electronics and Information Technology (MeitY) empaneled cloud server (DC with Backup)" - Supply, Installation, configuration, integration, deployment & testing of Tally Solution on Cloud -Rollout including Remote hand holding and Training (Online) -User management -Backup and Restore Services -Future Updates /Upgradations -Centralized Helpdesk support	T2 = T1+30 Days
4	Scope of work- Phase 1(Part B) Migration of all Accounting units (Chapter Offices) to the Centralized Tally System on cloud	T3=T2+28 Days
5	Scope of work- Phase 2 Customization as per ICSI requirements	T4=T3+15 Days
6	Go-Live (after successful completion of Phase 1 & 2)	T5=T4+10 Days
7	Comprehensive Maintenance/Support (Scope of work- Phase 3) (Comprehensive Support period will start from the date of project acceptance by ICSI)	T6=T5+ 5 years

**** T is zero date for placement of order and will remain constant.**

The Successful Bidder shall ensure that the delivery of the services is in accordance with the time schedules / timelines specified above. In case of any deviation from the schedule, the ICSI reserves the right to either cancel the Contract and/or recover Penalty /Liquidated Damage charges.

The Successful Bidder, if faced with problems in timely delivery of services and/or products/equipment which are provided outside their company and beyond their control at any time during the contract, shall immediately inform the ICSI in writing, about the causes of the delay and tentative duration of such delay etc.

The ICSI, on receipt of such notice, shall analyse the facts at the earliest and may at its sole discretion, extend the contract period as deemed reasonable.

The ICSI, on receipt of such notice, shall analyse the facts at the earliest and may at its sole discretion, extend the contract period as deemed reasonable.

Any delay by the Successful Bidder in the delivery of services and/or Products/equipment or breach of the contract will make the Successful Bidder liable to any or all of the following:

- Forfeiture of Performance Bank Guarantee / Performance Security Deposit
- Imposition of Liquidated Damage charges
- Termination of the contract for default.
- Black List / debarring the Successful bidder

1. ICSI RESPONSIBILITIES

To facilitate Service Provider's provision of Equipment and Services, ICSI agrees to perform the following obligations:

1. ICSI shall grant access at all times to Equipment, related sites, office areas and other facilities to Service Provider and its authorized representatives, subject to ICSI's reasonable security restrictions. ICSI shall ensure access to offices of third parties for purposes of carrying out the work to be performed by Vendor under this Agreement.
2. ICSI shall give access to vendor or its authorized representatives to sources of electrical power, and any other necessary utilities and facilities, including telephone access to Vendor's Network Operations Centre or to ICSI's offices which may be required in order for vendor to provide efficient Service.
3. ICSI shall provide sitting arrangements at Noida office for the officials of the vendor and all other things will be managed by the vendor including desktop/ laptop/ network connectivity/Desktop sharing software etc.
4. Project Contacts: ICSI designates Joint Secretary/Director, Information Technology as the responsible person representing ICSI's management for the Installation and Services Start-up Program. Vendor shall also nominate its contact person for co-ordination of services provided under this Agreement. These persons shall represent the respective Parties in all aspects of the provision of Equipment and Services.
5. Furnish all facilities from ICSI equipment to be interconnected with the Network;
6. Provide access to Service Provider personnel during working hours and any subsequent assignee to all ICSI Premises.

2. SERVICE PROVIDER RESPONSIBILITIES

2.1. Tally implementation on Cloud

1. Bidder shall do a comprehensive analysis of the Tally Accounting system requirements for the ICSI and prepare elaborate system architecture and design documents.
2. The bidder shall be entirely responsible for the architecture of the Tally accounting system implemented to satisfy all the features, functions, requirements and performance as described in this document including sizing of the required IT infrastructure in order to satisfy service levels as defined in this RFP. Bidder should ensure all possible and required improvements.
3. Bidder shall be responsible for Implementation of latest Tally Prime accounting software on Cloud and hosting through 'MeitY' Empaneled Cloud Server (DC with Backup), its consolidation in Oracle ERP and providing comprehensive Support for five (5) years at ICSI
4. The service provider will depute a team of adequate people comprising of Project Manager, Support manager, Technical / Functional support resource along with backup/shadow resources for the execution of services required in the RFP/SLA.
5. The BIDDER shall be responsible for implementation, installation, configuration, commissioning, hosting and subsequent maintaining of entire IT infrastructure provided on cloud for Tally Software solution at DC site.
6. The Service Provider will be responsible for the trouble-free working of the Tally Prime accounting software on Cloud and its hosting through 'MeitY Empaneled Cloud Server (DC with Backup), its consolidation in Oracle ERP and providing comprehensive Support for five (5) years after successful Go-Live at ICSI as per the terms mentioned in this RFP.

2.2. Maintenance Service

1. Service Provider will manage the compressive Tally support as per ICSI working hours and ensure that all calls are assigned and addressed properly as per terms & conditions mentioned in the RFP/WO/SLA. It will further ensure that the best service level within the designated time is provided to all users.

2. The BIDDER shall be responsible for implementation, installation, configuration, commissioning, hosting and subsequent maintaining of entire IT infrastructure provided on cloud for Tally Software solution at DC site.
3. The Service Provider will be responsible for the trouble-free working of the Tally Prime accounting software on Cloud and its hosting through 'MeitY Empaneled Cloud Server (DC with Backup), its consolidation in Oracle ERP and providing comprehensive Support for five (5) years after successful Go-Live at ICSI as per the terms mentioned in this RFP.

2.3. Centralized Helpdesk support

1. The bidder shall establish and provide central helpdesk facility from ICSI Head office, Noida for all Technical and Functional support requirements from the users across ICSI offices. Bidder shall operate the IT Helpdesk.
2. Bidder shall be responsible to provide helpdesk support in line to the scope of Helpdesk support mentioned under the Scope of Comprehensive support Post successful completion of Phase-1.

IV. GENERAL TERMS & CONDITIONS

1. Duration of Contract

This project has 2 (two) parts:

- III. **Implementation of centralized Tally Accounting software** on 'MeitY Empaneled secure Cloud Server (DC with Backup) as desired in the Scope of work - Phase 1 & 2

. The total timelines for successful implementation of centralized Tally Accounting software on Cloud, hosting through 'MeitY Empaneled secure Cloud Server (DC with Backup) and Go-live after completion of Phase 1 & 2 (as desired in the Scope of work) for the Chapter Offices of ICSI, is 90 days from the date of award of contract.

- IV. **Comprehensive Support to the centralized Tally accounting solution** as desired in the Scope of work – Phase 3. It will be started after successful Go- Live i.e., Satisfactory completion of Phase 1 & 2, acceptance of Tally system by ICSI

Duration of Comprehensive Support Contract to the centralized Tally accounting solution shall be for a period of five (5) years subject to evaluation of the performance during the term of this Agreement. The Contract if not terminated after each of such evaluation, shall be deemed to be in continuance till the period of five (5) years. If during the performance review, Service Provider's performance is not found satisfactory, ICSI may terminate the contract after giving one month's notice in writing on the completion of any year of service. Decision of the ICSI in regard shall be final. During the contract period, the contracted price shall remain firm, and no price escalation whatsoever will be allowed.

2. Extension of Contract

On expiry of initial contract period, the ICSI reserves the right to extend the contract as mutually agreed for further maximum period of Three (3) years subject to evaluation of the performance on yearly basis on the same terms & conditions in writing if the service of the Service Provider found satisfactory. Service Provider shall have no right or claim for the extension of the contract in any circumstances and decision of the ICSI shall be final and absolute. During the extended period of contract, the price may be revised on mutual consent.

3. The whole work included in the Tender shall be executed by the vendor and the vendor shall not directly or indirectly transfer assign or sublet the contract or any part thereof or interest therein to any other party without the written consent of ICSI.

4. Site for services is:

The Institute of Company Secretaries of India

C-36, Sector-62,
Noida-201309.

Or any other location as instructed by the authorized official of ICSI.

5. Security Deposit/performance guarantee

- a. The successful bidder has to submit the security deposit/performance guarantee in form of a Bank Guarantee from any Nationalized bank (format enclosed as **Annexure G**) 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 contract. The value of the Security Deposit/Bank Guarantee has to be of equivalent amount of 5% of the annual contract price. The Bank Guarantee has to be submitted within 10 days of issue of order but before execution of the contract. 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.
 - b. 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.
6. The vendor will not have any direct interaction on behalf of the Institute with any third-party agency engaged by ICSI.
 7. All communications to the employees or third-party agencies engaged by ICSI would be through designated channels as directed by the Institute.
 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 this 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. The deputed officials (if any) for the technical and functional support of "Tally Solution on cloud" in the ICSI from the firm's side must have the requisite qualifications and experience and must be in the payroll of the firm for the last 1 year (minimum).
 9. By accepting the work award, the successful bidder will ensure to carry out the work described in this bid document, in a professional and timely manner.
 10. The Service Provider will be responsible for the trouble-free working of the Tally Prime accounting software on Cloud and its hosting through 'Meity' Empaneled Cloud Server (DC with Backup), its consolidation in Oracle ERP and providing comprehensive Support for five (5) years after successful Go-Live at ICSI as per the terms mentioned in this RFP.
 11. The BIDDER shall be responsible for implementation, installation, configuration, commissioning, hosting and subsequent maintaining of entire IT infrastructure provided on cloud for Tally Software solution at DC site during project period..
 12. If ICSI, determines that the services are not being performed satisfactorily or that any security rules, standards, guidelines, policies, or procedures are not being followed, ICSI shall inform Successful bidder of the same, successful bidder shall take within the mutually agreed time period such steps as necessary and appropriate to remedy the situation, including, but not limited to, replacing individuals who have been assigned for rendering the services.

13. **Data Security** - Information stored in Application shall be secured via application and data controls.
14. **Data Sovereignty** - Bidder shall submit certificate to ensure the data sovereignty during entire contract period.
15. All Application and Cloud Infra & space related documentations and manuals will be provided by the Bidder.
16. **Cyber security** - Bidder should comply with the stipulations mandated with respect to secure communication between Tally accounting software servers and computer systems in ICSI. Only authorized official will have access to the application as per authorization. All access to systems is logged along with their status (success/failure), timestamp and user identity information. Audit logs are retained for a period of minimum 3 months. Remote system administration is only done by secure protocols.

17. IT Security Audit:

ICSI may also carry out Information security audit of Tally Software system on Cloud server (DC) by a third party CERTIN empanelled auditor then Bidder has to provide all the required access of TALLY Application & Server on Cloud and support to the appointed auditor by ICSI during IT security audit. Bidder will be required to close all vulnerabilities, observations & recommendations of such an audit at no additional cost to the ICSI.

18. Payment Terms:

No advance payment shall be made.

I. Implementation

The payment shall be released on successful completion of following tasks as under:

S No	Deliverables/Milestone	Payment (% of one time Cost – Section A of Financial bid)
1	Scope of Work Phase 1 (Part A & B)	25%
2	Scope of work Phase 2	25%
3	Go-Live & its acceptance by ICSI	30%
4	Completion of Warranty Period	20%
	Total	100%

II. Comprehensive Support to the Tally accounting System on Cloud:

Payment for Comprehensive Support to the ICSI Tally Accounting System on cloud will be paid quarterly on pro-rata basis after successful Go-Live post to satisfactory completion of Phase 1 & 2 and its acceptance by ICSI as per the Scope of work of this project.

S No	Deliverables
1	Annual Renewal/ subscription cost of Tally Software licences
2	Cloud Hosting Services
3	Onsite Resource for Tally Support
4	Annual Maintenance & Support (AMC)# - After Warranty period

#AMC charges will be started to pay after completion of warranty period of one (1) year.

After successful completion of warranty period the vendor has to confirm its readiness in all respect to start giving its service towards Annual Maintenance & Support (AMC) as per the SLA to the ICSI in writing and the payment will be made by the ICSI from that confirmation date only.

During Comprehensive Support, Charges will be paid on **quarterly basis** at the end of each quarter for the preceding quarter on submission of appropriate and final Tax Invoice and the rates quoted shall remain valid till the expiry of this contract. All Payment are subject to deduction of applicable TDS.

Whenever under the 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 the Agreement. If this sum is not sufficient to cover the full amount recoverable, the Service Provider shall pay the ICSI on demand the remaining balance.

Payment of any kind whatsoever will not be made to the resident engineer for travelling to the office on holidays in case of exigencies etc.

19. Payment pre-requisites:

- I. No payment shall be made without the receipt of invoice(s). Invoices have to be submitted with supporting documents after successful services.
- II. The payments shall be made to the successful bidder in Indian Rupees (INR) only. Payment will be made in 30 days from the production of final Invoice subject to verification/acceptance by the concerned department.
- III. In case of disputes regarding services/deliverables, the disputed amount shall be withheld and will be paid only after settlement of the disputes.
- IV. Any penalties/liquidated damages, as applicable for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respected milestones.

20. Review Mechanism

- i. Escalation matrix up to CEO level along with name, designation, mobile no, email id, landline numbers should be submitted at the time of starting contract and further as and when any change.
- ii. Online access of all issues/tickets with as on date status to all concerned officials of the Institute (centralized helpdesk).
- iii. Weekly / fortnightly Review Meeting (WRM) with Project Manager at ICSI, Noida Office.
- iv. Monthly/Quarterly Review Meeting (MRM) with the next level to the Project Manager as per the escalation matrix on need basis.
- v. Steering Committee Meeting (SCM) with competent authority once in six months or as and when required. (Minimum one SCM in one (1) year)

21. Payment of Taxes

The vendor 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.

22. Penalties on Service Delivery

a. Penalty for delay in implementation of Tally Accounting software on cloud and Go-Live

- Time is essence of the contract. The successful bidder must complete the Implementation of centralized Tally Accounting software on Cloud and hosting through 'MeitY Empaneled secure Cloud Server (DC with Backup) for the Chapter Offices of ICSI, as desired in the Scope of work - Phase 1 & 2 as per the specified schedule (**Timelines**). Any Failure in the completion of all or any of the work/job specified in the work order beyond the stipulated timeline will entail a liquidated damage equal to 2.5% of the total implementation cost (Part A of Financial bid- One time cost) per week thereof subject to maximum of 10% of total contract value. Any delays on ICSI side shall not be counted.
- In the case of delay in compliance with the order beyond 30 days of the stipulated time period, ICSI will have the right to cancel the order and/or forfeit the EMD/ revoke the performance / any other bank guarantee (if any) etc.
- In the case of delay in compliance with the order beyond 60 days of the stipulated time period, ICSI will have the right to cancel the order and blacklist the bidder from providing services to ICSI for a period as decided by ICSI in addition to the right to cancel the order and/or forfeit the EMD/ revoke the performance / any other bank guarantee (if any) etc.

b. Application Availability (applicable on Quarterly basis) – DC

The selected Bidder must ensure **99.5% uptime** of the complete system on a 24x7x365 basis excluding planned maintenance time/scheduled maintenance time with prior approval. The scheduled maintenance time should not be during 10X6X365 timeframe (9AM to 7PM Mon to Sat). Further, scheduled maintenance time is planned downtime with the prior permission of ICSI.

- I. **“Uptime”** shall mean the time period for which the specified services of Tally accounting system on Cloud are available to all of the ICSI offices as per scope of work for complete solution for which work order awarded.

Uptime (in %), can be calculated as:

$$\text{Uptime} = \{1 - [(\text{System Downtime}) / (\text{Total Time} - \text{Planned Maintenance Time})]\} * 100$$

- II. **“Downtime”** shall mean the time period for which the specified service of Tally accounting system on Cloud is not available to all of the ICSI offices. The planned maintenance time / scheduled downtime will include activities like software upgrades, patch management, security software installations etc.

The selected bidder will be required to schedule 'planned maintenance time' with prior approval of ICSI. This will be planned outside working time. In exceptional circumstances, ICSI may allow the Bidder to plan scheduled downtime in the working hours (if required).

Penalty for nonachievement of uptime Requirement

If the vendor is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following –

Application Availability (Quarterly average)	Penalty
>= 98 % to < 99.5%	1.0 % of quarterly payment
>= 95% to < 98%	2.0 % of quarterly payment
>= 90% to < 95%	4.0 % of quarterly payment

For each additional drop of 5% in performance below 90%, then 5% of Quarterly payments of comprehensive support cost will be levied as additional penalty

If the application is consistently below 90% continuously for two or more quarter duration, then ICSI may consider withdrawing the Work Order with the Vendor.

C. Application response time at DC on cloud

The application response time for users should not exceed

- Login to solution – 5 sec
- Functionality screen load – 10 Sec

Application response time will be measured on the basis of automated reports.

The data should be captured through automated tools at least 1 hour during the business hours.

Penalty for nonachievement Application response time:

Number of call/ incidents for delay in Application response time in a quarter	Penalty
10 to 20	0.1 % of quarterly payment
21 to 30	0.25 % of quarterly payment
31 to 50	0.5% of quarterly payment

If the more than 50 incidents occur continuously for two more quarter duration, then it will be considered as System defect and vendor will have to fix it permanently within 15 days of starting of next quarter and confirm to ICSI in writing otherwise ICSI may consider it as withdrawing the Work Order with the Vendor.

d. Non availability of man power: Penalty due to Non availability of Manpower would attract a penalty of **Rs. 2000/- (Rs. Two Thousand only) per day** per manpower absence if no alternate appropriate resource provided. The resource deputed at our location (ICSI) should sign and put IN and OUT time in the Attendance Register.

e. Non submission of agreed MIS (mentioned in RFP/WO/SLA or required further during the contract period) would attract a penalty of **Rs. 400/- (Rs. Four Hundred only) per day**.

f. Helpdesk Resolution Time

1. Troubleshooting / Technical Support Requests

(i) All reported problems to the Helpdesk support will have a priority assignment as follows

S. No.	Problem Severity	Definition	Example
1	PR1- Critical	<p>More than 50 % of the users are unable to use the system or Problems regarding issues which have the greatest business impact wherein the user is not able to perform his/her regular work. For example, unable to login to the system due to errors in software, critical module not working etc.</p> <p>Problem affecting business critical application, problem is time sensitive has direct and immediate impact to the business operations, client and end-user. No interim workaround solution is available.</p>	<p>Examples of Urgent problems are, but not limited to: Production Server problems, IT Infrastructure problem on cloud, network problems impacting entire company (more than one functional area or Department) or significant number of users</p>

2	<i>PR2- Medium</i>	Problems regarding issues which have medium business impact wherein the user is partially able to perform his/her regular work. For example, user is able to login but unable to perform some transactions, generate report etc	Examples of Medium problems include Stoppages in Accounting process/reports, Synchronization issues, Unable to work on critical modules like Taxation (GST-TDS) etc, Financial Book(s) closures, Any Technical/ Functional issues in the Production System etc
3	<i>PR3- Low</i>	All other Requirements or any localized problems regarding issues which have the least/no business impact involving ledger creations, User management, cosmetic changes etc. Problem affecting users' ability to perform normal operations, inhibits productivity but there is a work around available, problem is less time sensitive	Examples of Low priority problems include response time issues, user misinterpretation of system functionality, Functional Support etc. Requirements like creation of ledger (GL account, Cost centre, Supplier, Banks etc) at accounting units, masters, data sync etc

(ii) The response and resolution times corresponding to the severity level of the problems are defined in the following table:

Problem Severity	**Initial Response Time	Maximum Resolution Time
<i>PR-1</i>	2 hours from time of problem logging	Workaround within 4 hours from time of problem logging, permanent fix within 6 hours from time of problem logging
<i>PR-2</i>	3 working hours from time of problem logging	Workaround within 6 working hours from time of problem logging, permanent fix within 8 working hours (i.e. one (1) working day) from time of problem logging
<i>PR-3</i>	4 working hours from time of problem logging	Workaround within one (1) working day of problem logging, permanent fix on best effort basis, decided mutually depending on the extent and coverage of the problem but not more than 2 (Two) working days

Penalty on delay of services/ Issues resolution

Delay of every Business/working Hour would attract a penalty per hour as per the following

Problem Severity	Maximum Resolution Time	Penalty (If issues does not resolve with in maximum resolution time)
<i>Critical</i>	6 (six) hours	Penalty @ Rs 2000/- per hour
<i>Medium</i>	1 (One) working day	Penalty @ Rs 1500/- per day
<i>Low</i>	2 (Two) working day	Penalty @ Rs 1000/- per day

Note: after the lapse of the resolution time, the query / issue should be escalated as per the escalation matrix submitted by the bidder.

2. Enhancement request (Development Customization / Change Request / out of scope work etc.)

For any Additional customization / integration to be done in ICSI Tally Software application after Go-Live during the comprehensive support period based upon the requirements identified / communicated by

ICSI. The Vendor will have to submit a development & implementation schedule with required time (man days) that must be decided mutually depending on the extent and coverage of the problem/requirement. If the job is not completed by the target date due to any reason whatsoever, the vendor will pay the penalty @Rs.5000/- per day for the delayed days.

g. Backup Management

The bidder shall take backup of data, and logs. Given below is indicative backup and retention policy.

- The full (Application & database) backup must be taken in an automated manner on daily basis in the cloud or as per the decided backup policy by ICSI time to time.
- The full (Application & database) backup must be shared with ICSI on automated manner on end of the day basis or as per the decided backup policy by ICSI time to time.
- Monitoring and enhancing the performance of scheduled backups, schedule regular testing of backups and ensuring adherence to related retention policies as defined by ICSI.
- The minimum retention period of the daily backup must be 7 days, monthly backup for the whole year and yearly backup for whole contract duration or as per the decided retention policy by ICSI.
- Prompt execution of on-demand backups of volumes and files whenever required or in case of upgrades and configuration changes to the system.
- Real-time monitoring, log maintenance and reporting of backup status on a regular basis
- All data of ICSI and its backups of “ICSI Tally Accounting system on Cloud” to be provided to ICSI on termination of the contract (or as & when required) to the satisfaction of ICSI.
- It must be noted that for all data which is entered in to the proposed Tally Accounting system, the ownership rights will stay with ICSI.

Bidder shall adhere the backup and retention schedule/frequency as decided by ICSI, more than 1 (One) lapse in the compliance of backup policy in a month would attract below mentioned penalty and recovered from quarterly payment:

Penalty: Rs. 2,500 /- (Rs. Two Thousand Five Hundred only) per incident for SLA violation.

h. Application Restoration

Due to any reason or disaster If any hardware and/or software issue occurred in server on DC at cloud and services of Tally Accounting System /server is totally down, the selected bidder must ensure the complete restoration of the Tally system service using latest available backup within minimum time period (**not exceeding 48 hours**) from time of reporting of incident /problem logging.

In case of failure to restoration as mentioned above, Penalty @ Rs 5000/- per hour levied for each exceeding hour. The amount of penalty will be recovered from the quarterly payment.

i. Security & Incident Management SLA

Security being one of the most important aspects and would be governed by stringent standards. All security incidents leading to disruption in network & service availability would be penalized heavily.

Security incidents could consist of any of the following:

Malware Attack –This shall include Malicious code infection of any of the desktops/servers in use or Unchecked malware infected mails passing through the Messaging solution.

Denial of Service (DoS) / Distributed Denial of Service (DDoS) Attack

This shall include non-availability of service. The BIDDER shall be responsible for monitoring, detecting and resolving all Denial of Service (Dos / DDoS).

Intrusion -Successful Unauthorized access to ICSI information system, resulting in loss of confidentiality/Integrity/availability of data.

The BIDDER shall be responsible for monitoring, detecting and resolving all security related intrusions on the network using an Intrusion Prevention device.

The Bidder has to ensure that all computing devices (in scope) have anti-malware installed with the latest version.

The BIDDER will be responsible to install and maintain security components at DC on cloud.

If the Bidder is not able to meet the above defined service level requirement, then any deviation from the same would attract a penalty as per the following –

In case of Security Incident (Malware Attack/ Denial of Service (Dos/ DDos) Attack/ Data Theft/ Loss of data/ Intrusion or Defacement), penalty @ Rs. 1,00,000/- will be levied per incident and recovered from Vendor.

j. Penalty on any other SLA violation:

Min Rs. 1500 /- (Rs. One Thousand Five Hundred only) per/part of day for any other SLA violation.

k. SLA on additional services/items

Any additional equipment/service/items supplied by bidder as per the bidder's commercial proposal (on ICSI's request) during the project period shall also be governed by the terms and conditions set out in this agreement.

All such penalties shall be limited to 10% of the total contract value and may be recovered from the payment dues or the security amount / Bank Guarantee / EMD of the bidder as felt appropriate by the ICSI. In case of repeated penalties on Service Provider, the ICSI shall have right to terminate the contract by giving one month notice and such decision of the ICSI shall be final.

The non-compliance to the SLA other than for reasons beyond the control of the bidder. Any such delays will be notified in writing to ICSI by bidder immediately, The ICSI, on receipt of such notice, shall analyse the facts at the earliest and may at its sole discretion, exempt from delay as deemed reasonable.

23. Other Terms & References

I. OPERATIONAL ACCEPTANCE AND FINAL ACCEPTANCE

Upon successful completion of implementation including testing by the bidder, the ICSI shall issue an Implementation Certificate to the bidder as a proof of the final acceptance (**Subject to fulfilling project acceptance criteria**). Such certificate shall not relieve the bidder of any of his obligations which otherwise survive, by the terms and conditions of the Contract after issuance of such certificate.

- II. The Service provider has to undertake that it would do the Knowledge Transfer (KT) to some other Vendor (in case the contract is not renewed and given to some other vendor to handle) to the satisfaction of ICSI.
- III. The Service provider has to undertake that it would also provide all the required credentials (Root / Administrator Access of the operating system, Server, TALLY System administrator etc on cloud), complete data , application and Cloud Infra & space related all the documentations and manuals in case the contract is not renewed and given to some other vendor to handle, to the satisfaction of ICSI or as & when required by ICSI.

- IV. Central command at the Service Provider's office may be setup for overall management and control of the operations at all locations to ensure that required SLAs are maintained.
 - V. All data of ICSI and its backups of "ICSI Tally Accounting System on Cloud" to be provided to ICSI on termination of contract (or as & when required) to the satisfaction of ICSI.
 - VI. The successful bidder will depute skilled professional as prescribed in the scope of work
 - VII. The Bidder/Service provider will provide complete software source code of all the applications/ customizations/ integrations etc developed to ICSI. The ownership rights of the source code will remain with ICSI. All software/ license to be procured for the project would be in the name of ICSI.
 - VIII. Additional customization / integration in ICSI Tally Software application during the comprehensive support (including AMC) period based upon the requirements identified / communicated by ICSI. The charges for the same shall be worked out based upon the man day estimate submitted by the selected bidder after studying the requirement which will be evaluated and approved by the ICSI. Payment will be made on the basis of per man day rate mentioned in purchase order /work order.
 - IX. The Service Provider will not have any direct interaction with any third-party agency on behalf of the Institute.
 - X. All communications to the employees or third-party agencies would be through designated channels as directed to by the ICSI.
24. Infrastructure: Sitting arrangements with network connectivity at ICSI office will be provided by the Institute on requirement basis as assessed by ICSI and all other things including (desktop/laptop) will be managed by the vendor at its own cost. The Desktop/Laptop should be equipped with genuine windows software and licensed antivirus as per the IT policy of ICSI.
25. In case of any damage or loss caused to the Institute due to breach of term or condition of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the bidder(s)/ vendor or its staff, the bidder(s)/vendor shall be liable to compensate the loss cause to ICSI and to pay damages. The Institute shall have right to adjust the damage / loss suffered by it from the security deposit / earnest money deposit / bank guarantee and / or to charge penalty as decided by the Institute. Decision of the Institute in this respect shall be final & binding.
26. The vendor shall be liable for accident, injury, losses due to any accident or negligence of their staff/workers and shall also be liable to incur all the expenses in consequence thereof and Institute is in no way responsible for any damages arising out of this tender/contract.
27. **GENERAL:**
- (a) **Modification/variation in Terms of Contract:** ICSI reserves the right to modify or may bring some variation in the terms and conditions of the contract on mutually agreed terms, if it is found necessary due to any operational difficulty or any other genuine reasons.
 - (b) **Recovery:** Whenever under the contract through this tender, any sum of money is recoverable by ICSI from the party or / and payable by the party to ICSI, the ICSI shall be entitled to recover such sum by appropriating in part or in whole from the security deposit of the party. In the event of the security being insufficient or if no security has been taken from the party, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the party or which at any time thereafter may become due to the party under this or any other contract with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the party shall pay the ICSI on demand the remaining balance due along with penalty.

- (c) **Dispute Resolution:** Any dispute, difference, controversy or claim (“Dispute”) arising between the successful bidder and ICSI hereinafter jointly to be called “parties” and singularly as “party” out of or in relation to or in connection with the agreement/contract, or the breach, termination, effect, validity, interpretation or application of this agreement/contract or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorized official of the parties.
- (d) **Arbitration:** If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall be referred to the Arbitration process. In the event of any dispute arising between ICSI and the vendor in any matter covered/ touched by this contract or arising directly or indirectly there from or connected or concerned with the said contract, the matter shall be referred to the sole arbitrator appointed by the mutual consent of both the parties. The decision / award of the Arbitrator shall be final and binding on the parties. Cost of Arbitration will be shared equally by the parties.
- vi. The place of the arbitration shall be at the ICSI, 22, Institutional Area, Lodi Road, New Delhi.
 - vii. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.
 - viii. The proceedings of arbitration shall be in English language.
 - ix. The parties are not entitled to approach any court of law without resorting to arbitration approach.
 - x. The decision / award of the arbitrator shall be final and binding on parties to the arbitration proceedings.
- (e) **Jurisdiction:** In respect of any dispute arising between ICSI and the vendor in any matter covered / touched this tender / contract or arising directly or indirectly there from or connected or concerned with the said contract, the courts at Delhi shall only have the jurisdiction.
- (f) **Right to Blacklist:** ICSI reserves the right to blacklist a party / bidder for a suitable period in case such party / bidder
- fail to honour his bid without sufficient grounds or found guilty for breach of condition /s of the contract or guilty of fraud and mischief and misappropriation or any other type of misconduct on the part of party(s) / bidder(s).
 - Giving false, misleading or fake information/ document in the bid;
 - Withdrawing the bid after opening of the Financial bids;
 - Refusal to accept Purchase/ Work Order at the quoted prices;
 - Failure to supply goods of the ordered quantity/ quality/ specifications at the agreed rates within the time schedule;
 - Adoption of any unethical or illegal practices;
 - Any other justified reason.
- (g) **Confidentiality:**
- i. The bidder(s)/ vendor 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.
 - ii. The successful bidder acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance 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 successful bidder 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 successful bidder, the ICSI shall be indemnified. The successful bidder agrees to maintain the confidentiality of the ICSI's information after the

termination of the contract also. The successful bidder 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 successful bidder will not assign or transfer and sub-contract its interest / obligations under this contract to any other concern / individual without the prior written consent of the ICSI.
- (i) **Statutory Compliance:** The successful bidder will be required to comply with all statutory obligations from time to time applicable to this contract.
- (j) The successful bidder shall ensure adherence to the following standards and guidelines and any updates to thereof from time to time:
- Relevant provisions of Telecom Regulatory Authority of India Act, 1997 or later
 - Intellectual Property Rights, Copyrights, Trademarks etc.
 - Information Technology Act, 2000 and rules and regulations made in pursuant thereto;
 - Guidelines/Circulars/Instructions/other Acts applicable on the subject matter as issued from time to time by the Government of India

(k) **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.

(l) **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 (01) months' notice in writing in case Service Provider fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Service Provider or by its staff or agent or in case there are more than 3 penalties on the Service Provider in any month.

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

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

(m) **Force Majeure**

- i. 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, 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, Pandemic, 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.

ii. If a Force Majeure situation arises, the successful bidder is 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 successful bidder 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.

(n) **Indemnity Clause:** The Service Provider will indemnify ICSI against all statutory liabilities present and future arising out of this 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 successful bidder will be liable to make good/compensate such claims or damages to the ICSI. As a result of the successful bidder action, inaction or any omissions, if ICSI is required to pay any damages to any individual, law enforcement agency or government authority, the successful 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 successful bidder 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 institution 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.

28. **Fraudulent & Corrupt Practice**

1. "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 Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the ICSI of the benefits of free and open competition.
2. "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. ICSI will reject a proposal for award if it determines that the Service Provider recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, the project.

29. **Failure to Agree with the Terms and Conditions of the SLA**

Failure to agree with the Terms and Conditions of the SLA shall constitute sufficient grounds for the annulment of the award/ termination of the Contract.

30. **Assignments & Sub-Contracts:**

The whole work included in the SLA& tender document shall be executed by the Service Provider. The Service Provider can't directly or indirectly transfer, assign or sublet the contract / work, in whole or in part, its rights and obligations to perform under the Tender / Agreement to a third party, except with the prior written consent from ICSI.

31. **Mergers and Acquisitions**

No consent of ICSI shall be required, when an assignment by the Service Provider is the result of, and part of, a corporate acquisition, merger or combination with an affiliated entity or reorganization provided that such entity shall not be released of the obligations of the Service Provider under the Agreement.

32. Amendment to the Agreement

Amendments to the Agreement may be made by mutual agreement by both the Parties. No variation in or modification in the terms of the Agreement shall be made except by written amendment signed by both the parties. All alterations and changes in the Agreement shall take into account prevailing rules, regulations and laws.

33. Security Deposit/ Performance Security

The successful bidder must submit the performance guarantee/security deposit in form of a Bank Guarantee from any Scheduled Bank to cover any loss or damage caused to or suffered by the Institute due to acts of commission and/or 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 as specified in the contract. The value of the bank Guarantee must be ____% of the annual contract value. The bank Guarantee must be submitted within 10 days of issue of service order but before execution of 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 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. Further if the contract is further extended for specified period, then the Vendor needs to revalidate/revise/reissue the Bank Guarantee to cover the extended period of contract with additional three months validity after extended period.

34. Forfeiture of Security Deposit and Invoking of Bank Guarantee

1. ICSI shall have the right to invoke the Bank Guarantee and to forfeit the security deposit if Service Provider contravene or breach any of the terms and conditions of this Service Level Agreement (SLA) or if the Service Provider withdraws or amends, impairs or derogates from Work Order / Service Level Agreement (SLA) or fails to execute the work as per the Work Order / Service Level Agreement (SLA) or fails to deliver the satisfactory performance during the period of contract.
2. 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.
3. Whenever under Work Order / Service Level Agreement (SLA) order any sum of money is recoverable from and payable by the Service Provider, the ICSI shall have right to recover such sum by appropriating in part or in whole from the security deposit / bank guarantee of the Service Provider. In the event of the security deposit / bank guarantee being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Service Provider or which at any time thereafter may become due to the Service Provider under this or any other agreement with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the Service Provider shall pay the Institute on demand the remaining amount.

35. Compliances of Law

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.

36. Payment of Taxes

Service Provider shall be responsible for and shall pay all taxes, duties, excises, assessments or other charges of any kind or nature whatsoever levied by any government or governmental body on or in connection with the

Services including without limitation sales taxes, duties, customs, levies, service tax and any other tax ("taxes") levied on the equipment, supplies and any other item/service supplied by Service Provider during the tenure of the agreement. ICSI shall be responsible for deducting TDS under the provisions of the Income Tax Act, 1961 on any payments made to the Service Provider under this Agreement. ICSI may withhold from payments due to 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 Service Provider. ICSI may seek proof of payment of such taxes, duties etc. before release of future payments failing which payment would not be released till the compliance thereof.

37. Intellectual Property Rights and other incidental rights

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

ICSI has intellectual property rights over its trade names, corporate signs, logos, software, proprietary information and know-how which the Service Provider may come across through this Contract. The Service Provider shall recognize ICSI's intellectual property rights for all purposes. Nothing in this Agreement shall confer on Service Provider any right or title in the intellectual property of ICSI.

38. Indemnity

1. The Service Provider shall be solely liable for and shall indemnify other party, 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 Parties further covenants and agrees to indemnify and keep at all times indemnified the Other Party 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 other party may reasonably incur or suffer and to indemnify and keep indemnified the other party in all respects.
2. 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.
3. The indemnified party shall give the indemnifying party all reasonable assistance at the expense of the indemnifying party on such claim of indemnity.

39. 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.

40. Confidentiality of Information

1. 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.

2. 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 **2 (two) years** after this agreement comes to an end or as agreed from time to time.
3. 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.
4. Service provider shall sign Non-Disclosure Agreement with the ICSI for confidentiality of the data and information/records of the ICSI, as per draft format given at Annexure G.

41. **TERM and TERMINATION**

This Agreement will be effective from for a period of five (5) years subject to evaluation of the performance during the term of this Agreement. The Contract if not terminated after each of such evaluation, shall be deemed to be in continuance till the period of five (5) years. It can further be extended based on ICSI requirements on same rates, terms and conditions, upon the mutual written consent of both the Parties. If during the performance review, Service Provider's performance is not found satisfactory, ICSI may terminate the contract after giving one month's notice in writing on the completion of any year of service. .

1. Either party may terminate this Agreement by giving a **three (3)** months' notice in writing to the other party for termination of agreement.
 2. The ICSI without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving **1 (One)** month 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.
 3. 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.
 4. 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.
42. **Claim for interest:** No claim for interest will be entertained by the ICSI with respect to any moneys or balances which may be in its hands owing to a dispute between the Service Provider and the ICSI or in respect of any delay on the part of the ICSI in making interim or final payments or otherwise.
43. **Compensation:** In case of any damage or loss caused to the Institute due to breach of term or condition of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the Service Provider or its staff, the bidder(s)/vendor shall be liable to compensate the loss cause to ICSI and to pay damages. The Institute shall have right to adjust the damage / loss suffered by it from the security deposit / earnest money deposit / bank guarantee and / or to charge penalty as decided by the Institute. Decision of the Institute in this respect shall be final & binding.

44. 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.

45. Governing Law

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

46. Dispute Resolution/Arbitration

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 appointed with the mutual consent of both the Parties. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force will be applicable to the arbitration proceedings. The venue of the arbitration shall be at New Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The language of the arbitration and the award shall be English. The decision / award of the arbitrator shall be final and binding.

47. Independent Contract & Relationship between the Parties

The relationship of **Service Provider** to **ICSI** under this Contract shall be independent and there shall not be any kind of employer – employee relation between the ICSI and Service Provider and its employees. The acts/performance and actions taken by either party in furtherance of their respective activities of operation shall not bind the other except to the extent provided under Contract. The acts performed and action taken by either party that do not fall under the Contract shall have binding effect on the other to the extent they are reduced to writing and the prior consent of the other party is obtained.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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.

55. 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.

56. 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.

57. 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

58. Jurisdiction of Courts

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

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	FOR Institute of Company Secretaries of India
AUTHORISED SIGNATORY		
NAME		
DESIGNATION		
DATE		
In presence of		
Name		
Designation		
Signature		

TENTATIVE FORMAT OF NON-DISCLOSURE AGREEMENT

Non-Disclosure Agreement

THIS NON-DISCLOSURE AGREEMENT (this "Agreement") is entered into on this ____ day of _____ 2024 by and between THE INSTITUTE OF COMPANY SECRETARIES OF INDIA (ICSI) having its head office at:

ICSI House, No. 22 Institutional Area, Lodi Road, New Delhi – 110003
(hereby referred to as "**Disclosing Party**")

AND

M/s _____ with and address at _____ (hereby referred to as "**Recipient**" or the "**Receiving Party**").

AGREEING TO THE FOLLOWING POINTS

POINT 1

Recipient Party agree to the following clause:

The confidential information shared, as mentioned above, cannot be shared with any other third party in any circumstances whatsoever. The confidential information is the property of the Disclosing Party and it cannot be used for any other purpose other than the agreed purpose without the consent of the Disclosing Party.

The Recipient hereto is assigned contract of _____ / entered into the Service Level Agreement dated _____ during said contract / agreement, Disclosing Party may share certain confidential information / data pertaining to its Stakeholders with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Confidential Information.

For purposes of this Agreement, "**Confidential Information**" means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

- (i) Any confidential information or proprietary information (i) identified in written or oral format by the Disclosing Party to the Receiving Party to this Agreement with a competitive advantage, including trade secrets, data and know-how, copyrightable materials, , timetables, and stakeholders lists as related to the products and services (current and prospective) of each of the parties.(ii) or the Receiving Party knows or has reason to know the disclosed information is confidential, or proprietary information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as Stakeholders secrets

2. Disclosure of Confidential Information.

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party.

The Receiving Party agrees to hold in confidence and trust and to maintain as confidential all Confidential Information of Disclosing Party. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "**Representatives**") who have a need to know such Confidential Information in connection with the current or contemplated assignment / contractual relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the

Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential; and (d) shall not use or disclose, directly or indirectly, the Confidential Information, or any information derived there from, to any third person without prior written approval from the Disclosing Party. The Receiving Party shall be responsible for any breach of this Agreement by any of its representatives, Employees, Staff and Agent.

3. Use of Confidential Information.

The Receiving Party agrees to use the Confidential Information solely in connection with the current or contemplated assignment / contractual relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. The parties agree that all Confidential Information shall be and remain the sole property of the Disclosing Party. The Disclosing Party shall be the sole owner of all rights, and other proprietary rights in connection therewith and that no license is granted, assigned or implied to be granted to Receiving Party hereby. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party.

4. Compelled Disclosure of Confidential Information.

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party give (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. Term.

This Agreement shall remain in effect perpetually. Notwithstanding the termination or expiration of the Agreement, the obligations of the Receiving Party not to disclose any Confidential Information to third party pursuant to this Agreement shall remain in effect perpetually.

6. Remedies.

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, both parties hereby agree that without prejudice to any other legal rights the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. Return of Confidential Information.

Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or

retrieval, upon the earlier of (i) the completion or termination of the assignment / agreement executed between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

8. Notice of Breach.

Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its Representatives, or any other breach of this Agreement by Receiving Party or its Representatives and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

9. No Binding Agreement for Transaction.

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. This Agreement does not create a joint venture or partnership between the parties. If a Transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

10. Arbitration: -

If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall be referred to the Arbitration process. In the event of any dispute arising between ICSI and the vendor in any matter covered/ touched by this contract or arising directly or indirectly there from or connected or concerned with the said contract,

- The place of the arbitration shall be at The ICSI, 22, Institutional Area, Lodi Road, New Delhi.
- The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.
- The proceedings of arbitration shall be in English language.
- The parties are not entitled to approach any court of law without resorting to arbitration approach.
- The decision / award of the arbitrator shall be final and binding on parties to the arbitration proceedings.

In case of any dispute, difference, claims and demands arising in relation or pursuant or touching to the meaning or interpretation of this agreement, the authorised official of the Disclosing Party will address the disputes/differences for mutual resolution and failing which the matter shall be referred to the sole arbitrator appointed by the mutual consent of both the parties. The decision / award of the Arbitrator shall be final and binding on the parties. Cost of Arbitration will be shared equally by the parties. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force will be applicable to the arbitration proceedings. The venue of the arbitration shall be at New Delhi. All disputes arising out of this tender are subject to the jurisdiction of Courts in New Delhi.

11. Miscellaneous.

(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

(b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the applicable laws of land.

(c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

(d) Any notices or communications required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.

(e) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Disclosing Party

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA (ICSI)

Address:

Authorized **Signatory**: _____

Receiving Party

Format- Performance Bank Guarantee from a Nationalized Bank

FOR PERFORMANCE GUARANTEE

Ref. No. Bank Guarantee No

Dated

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

1. Against contract vide Advance Acceptance of the Tender covering "RFP for " (hereinafter called the said 'contract') entered into between the Institute of Company Secretaries of India, (hereinafter called the Purchaser) and _____ (hereinafter called the Vendor) this is to certify that at the request of the Vendor we _____ Bank Ltd., are holding in trust in favour of the Purchaser, the amount of Rs _____/- (Rs.----- only) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Vendor of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Vendor and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Vendor i.e. till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Vendor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.
5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Vendor shall have no claim against us for making such payment.
6. We _____ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Vendor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Vendor and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Vendor or for any forbearance by the Purchaser to the said Vendor or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor.

WITNESS NO. 1

Authorised Bank Representative

Full name and official
Address (in legible letters)

----- (Signature)
Full name, designation and
address (in legible letters)
with Bank stamp

(Signature)

WITNESS NO. 2

(Signature) Attorney No..... Full name and official

Attorney as per power of
Dated..... Address (in legible letters)

LIST OF ICSI OFFICES

S No	Office Type	Name of the Office	Region	Location
1	Head Office	HQ Delhi		Delhi
2	Head Office	HQ Noida		Noida
3	Regional Office	EIRO of ICSI		Kolkata
4	Chapter Office	Bhubaneswar Chapter of ICSI	EIRC	Bhubaneswar
5	Chapter Office	Dhanbad Chapter of ICSI	EIRC	Dhanbad
6	Chapter Office	North Eastern (Guwahati) Chapter of ICSI	EIRC	Guwahati
7	Chapter Office	Hooghly Chapter of ICSI	EIRC	Hooghly
8	Chapter Office	Jamshedpur Chapter OF ICSI	EIRC	Jamshedpur
9	Chapter Office	Patna Chapter of ICSI	EIRC	Patna
10	Chapter Office	Ranchi Chapter of ICSI	EIRC	Ranchi
11	Chapter Office	Siliguri Chapter of ICSI,	EIRC	Siliguri
12	Regional Office	WIRO of ICSI		Mumbai
13	Chapter Office	Ahmedabad Chapter of ICSI	WIRC	Ahmedabad
14	Chapter Office	Bhayander Chapter of ICSI	WIRC	Bhayander
15	Chapter Office	Bhopal Chapter of ICSI	WIRC	Bhopal
16	Chapter Office	Chhatrapati Sambhajinagar Chapter of ICSI	WIRC	Chhatrapati Sambhajinagar
17	Chapter Office	Dombivli Chapter of ICSI	WIRC	Dombivli
18	Chapter Office	Goa Chapter of ICSI	WIRC	Goa
19	Chapter Office	Indore Chapter of ICSI	WIRC	Indore
20	Chapter Office	Kolhapur Chapter of ICSI	WIRC	Kolhapur
21	Chapter Office	Nagpur Chapter of ICSI	WIRC	Nagpur
22	Chapter Office	Nashik Chapter of ICSI	WIRC	Nashik
23	Chapter Office	Navi Mumbai Chapter of ICSI	WIRC	Navi Mumbai
24	Chapter Office	Pune Chapter of ICSI	WIRC	Pune
25	Chapter Office	Raipur Chapter of ICSI	WIRC	Raipur
26	Chapter Office	Rajkot Chapter of ICSI	WIRC	Rajkot
27	Chapter Office	Surat Chapter of ICSI	WIRC	Surat
28	Chapter Office	Thane Chapter of ICSI	WIRC	Thane
29	Chapter Office	Vadodara Chapter of ICSI	WIRC	Vadodara
30	Regional Office	NIRO of ICSI		New Delhi
31	Chapter Office	Agra Chapter of ICSI	NIRC	Agra
32	Chapter Office	Ajmer Chapter of ICSI	NIRC	Ajmer
33	Chapter Office	Alwar Chapter of ICSI	NIRC	Alwar
34	Chapter Office	Amritsar Chapter of ICSI	NIRC	Amritsar
35	Chapter Office	Bareilly Chapter of ICSI	NIRC	Bareilly
36	Chapter Office	Bhilwara Chapter of ICSI	NIRC	Bhilwara
37	Chapter Office	Bikaner Chapter of ICSI	NIRC	Bikaner
38	Chapter Office	Chandigarh Chapter of ICSI	NIRC	Chandigarh
39	Chapter Office	Dehradun Chapter of ICSI	NIRC	Dehradun
40	Chapter Office	Faridabad Chapter of ICSI	NIRC	Faridabad
41	Chapter Office	Ghaziabad Chapter of ICSI	NIRC	Ghaziabad
42	Chapter Office	Gorakhpur Chapter of ICSI	NIRC	Gorakhpur

43	Chapter Office	Gurugram Chapter of ICSI	NIRC	Gurugram
44	Chapter Office	Jaipur Chapter of ICSI	NIRC	Jaipur
45	Chapter Office	Jalandhar Chapter of ICSI	NIRC	Jalandhar
46	Chapter Office	Jammu Chapter of ICSI	NIRC	Jammu
47	Chapter Office	Jodhpur Chapter of ICSI	NIRC	Jodhpur
48	Chapter Office	Kanpur Chapter of ICSI	NIRC	Kanpur
49	Chapter Office	Karnal Chapter of ICSI	NIRC	Karnal
50	Chapter Office	Kota Chapter of ICSI	NIRC	Kota
51	Chapter Office	Lucknow Chapter of ICSI	NIRC	Lucknow
52	Chapter Office	Ludhiana Chapter of ICSI	NIRC	Ludhiana
53	Chapter Office	Meerut Chapter of ICSI	NIRC	Meerut
54	Chapter Office	Modinagar Chapter of ICSI	NIRC	Modinagar
55	Chapter Office	Noida Chapter of ICSI	NIRC	Noida
56	Chapter Office	Panipat Chapter of ICSI	NIRC	Panipat
57	Chapter Office	Patiala Chapter of ICSI	NIRC	Patiala
58	Chapter Office	Prayagraj Chapter of ICSI	NIRC	Prayagraj
59	Chapter Office	Shimla Chapter of ICSI	NIRC	Shimla
60	Chapter Office	Srinagar Chapter of ICSI	NIRC	Srinagar
61	Chapter Office	Udaipur Chapter of ICSI	NIRC	Udaipur
62	Chapter Office	Varanasi Chapter of ICSI	NIRC	Varanasi
63	Regional Office	SIRO of ICSI		Chennai
64	Chapter Office	Amaravati Chapter of ICSI	SIRC	Amaravati
65	Chapter Office	Belagavi Chapter of ICSI	SIRC	Belagavi
66	Chapter Office	Bengaluru Chapter of ICSI	SIRC	Bengaluru
67	Chapter Office	Coimbatore Chapter of ICSI	SIRC	Coimbatore
68	Chapter Office	Hyderabad Chapter of ICSI	SIRC	Hyderabad
69	Chapter Office	Kochi Chapter of ICSI	SIRC	Kochi
70	Chapter Office	Kozhikode Chapter of ICSI	SIRC	Kozhikode
71	Chapter Office	Madurai Chapter of ICSI	SIRC	Madurai
72	Chapter Office	Mangaluru Chapter of ICSI	SIRC	Mangaluru
73	Chapter Office	Mysuru Chapter of ICSI	SIRC	Mysuru
74	Chapter Office	Palakkad Chapter of ICSI	SIRC	Palakkad
75	Chapter Office	Salem Chapter of ICSI	SIRC	Salem
76	Chapter Office	Thiruvananthapuram Chapter of ICSI	SIRC	Thiruvananthapuram
77	Chapter Office	Thrissur Chapter of ICSI	SIRC	Thrissur
78	Chapter Office	Visakhapatnam Chapter of ICSI	SIRC	Visakhapatnam

- Chapter offices are accounting units in Tally Accounting system on cloud
- Regional offices are supervisory units to the chapter's offices under its jurisdiction
- Head offices are supervisory units to the all the regional offices and the chapter's offices