



**THE INSTITUTE OF  
Company Secretaries of India**

**भारतीय कम्पनी सचिव संस्थान**

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

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

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

Tender No.: ICSI/IT/2024/Software License/MSP/2024 -25/91

23, July 2024

**Sub: Tender for Procurement of Microsoft SharePoint Enterprise Server 2019 on-premises- Educational Software License and Microsoft SharePoint Enterprise CAL user 2019 on-premises -Educational Software Licenses.**

Important Date & Information		
1	Tender Publish Date	<b>23 July, 2024</b>
2	Tender Fee	Rs. 1,180/- (Rs. 1,000/- + 18% GST Rs 180/-) (Rupees One Thousand and One Hundred Eighty Only)
3	Earnest Money Deposit (EMD)	Rs. 50,000/- (Rupees Fifty Thousand only)
4	Last date and time for Sending Pre-Bid Queries	All queries have to be sent at <a href="mailto:Gaurav.bansal@icsi.edu">Gaurav.bansal@icsi.edu</a> by 2:00 PM <b>30 July, 2024</b>
	Meeting for Pre Bid Query	Meeting for Pre Bid query on 30 July, 2024 at 5 <sup>th</sup> Floor, ICSI, C – 36, Institutional Area, Sec 62, Noida 201301
5	Replies of Pre-Bid queries	If any, will be uploaded on the following website/portal on or after <b>31 July, 2024</b> after 5:00 PM on website of the Institute ( <a href="http://www.icsi.edu">www.icsi.edu</a> ) and/or Central Public Procurement Portal (CPPP) ( <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> ). 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	<b>14 August, 2024</b> by 2:00 PM
7	Address for submission of Bids	The Institute of Company Secretaries of India, ICSI House, C – 36, (Ground Floor: Tender Box), Sector – 62, Noida – 201309
8	Bid Validity	270 days from the date of opening of bids
9	Date, time & Venue of opening of Technical Bids.	<b>14 August, 2024</b> 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	<b>A. K. Rath, Joint Secretary (IT), ICSI,</b> <b>Tel. No.:0120-4522018 Email Id: <a href="mailto:asit.rath@icsi.edu">asit.rath@icsi.edu</a></b>
12	Institute Website	<a href="http://www.icsi.edu">www.icsi.edu</a>


### Statement of Confidentiality

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



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**A: About ICSI:**

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

Sealed tenders/bids are invited for **“Microsoft SharePoint Enterprise Server 2019 on-premises- Educational Software License and Microsoft SharePoint Enterprise CAL user 2019 on-premises -Educational Software Licenses at ICSI House, Noida”** as per the details given in the Part ‘A’, ‘B’ & ‘C’ of the Tender Document. The terms and conditions governing the instant Tender are as under:

**B. DEFINITIONS**

- i) The “ICSI” / “Institute” means THE INSTITUTE OF COMPANY SECRETARIES OF INDIA, New Delhi.
- ii) The “Contract” means **“Procurement of Microsoft SharePoint Enterprise Server 2019 on-premises- Educational Software License and Microsoft SharePoint Enterprise CAL user 2019 on-premises -Educational Software Licenses**, which the bidder is required to provide to the ICSI under the Contract through this tender.
- iii) The words “Bid”, “RFP”, “Quotation”, “Tender” to be read intra alia and the words have been used inter-changeably. Therefore, the words may be understood and interpreted correctly as may be best applicable.
- iv) The words “Contract”, “Agreement”, “Order” to be read intra alia and the words have been used inter-changeably. Therefore, the words may be understood and interpreted correctly as may be best applicable.
- v) “Bidder” or “Tenderer” means the agency/firm that is engaged in the business of supplying **Software Licenses and Assurance Support** and applies in response to this notice inviting tender/bid.
- vi) “Vendor” means the successful bidder who is engaged by ICSI to supply of **Microsoft SharePoint Enterprise Server 2019 on-premises- Educational Software License and Microsoft SharePoint Enterprise CAL user 2019 on-premises -Educational Software Licenses**, through this tender process by entering into the contract with the ICSI.
- vii) “Party” means ICSI or Vendor individually and “Parties” shall mean ICSI and Vendor collectively.
- viii) “Letter of Intent” means the communication of the intention of the ICSI to the vendor for the award of work read with tender documents.
- ix) “Work Order” means the order placed by the ICSI to the vendor signed by the authorized officer of ICSI including all attachments and appendices thereto and all documents incorporated by reference therein. Work Order along with the Letter of Intent if any and tender documents and the agreement constitutes the contract.

## PART 'A'

### **I: Instruction to Bidders**

1. The tender document can be downloaded from **23 July, 2024** from the website of the Institute ([www.icsi.edu](http://www.icsi.edu)) for which Bidder would be required to enclose a demand draft of any nationalized Bank of **Rs. 1,180/- (Rs. 1,000/- + 18% GST Rs. 180/-)** (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. 1,000/- + 18% GST Rs. 180/-)** by using following online link: "<https://apps.icsi.edu/TenderApp/>" and enclose the receipt of online payment generated by the system towards the cost of the tender document along with their bid. The bidders who fail to submit the cost of the tender document along with their bid, 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, the latest version of the tender document published by the ICSI through website notification at Institute's website: [www.icsi.edu/tender](http://www.icsi.edu/tender) or **Central Public Procurement Portal (CPPP)**: <https://eprocure.gov.in/epublish/app> will be treated as authentic correct.

### **2. Earnest Money Deposit (EMD)**

- i. Every bidder has to make a deposit of Earnest Money (EMD) of **Rs. 50,000/- (Rupees Fifty Thousand only)** in the form of Demand Draft from any of the scheduled bank drawn in favor of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi. The bidder can also make online payment using following online link: "<https://apps.icsi.edu/TenderApp/>" and enclose the receipt of online payment generated by the system with the bid.
- ii. Tenders received without the prescribed Earnest Money Deposit (EMD) shall not be entertained and shall be rejected summarily.
- iii. The EMD of the successful bidder can either be converted as part of the performance security on request of the bidder or will be refunded after receipt of Performance Guarantee/Security. In case the selected bidder/vendor opts to convert the EMD to be part of the performance security, balance amount towards the performance security is to be submitted by the selected bidder / vendor with the ICSI in the form of bank guarantee from scheduled bank immediately within seven (07) days of issue of work order but before execution of the agreement. The EMD of the unsuccessful bidders will be refunded without any interest/Bank commission/collection charges within 30 days after award of the contract / work order to the successful bidder.

***(Note: The bidders having valid registration with NSIC/MSME may avail exemption from submission of EMD but must enclose valid NSIC / MSME certificate/document in envelope No. 1 instead of EMD demand draft. However, all bidders irrespective of their registration with NSIC/MSME have to submit the requisite fee towards the cost of Tender).***

#### **Forfeiture of EMD:**

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

- I) the bidder withdraws its bid;
- II) the selected bidder does not accept the Purchase / Work Order;
- III) the selected bidder fails to supply goods / services as per the terms of the Tender and Purchase / Work Order;
- IV) any other justified reasons e.g. misleading or wrong information in the Bid, violation of the terms and conditions of the tender, involvement in forming ring/cartel, submission of multiple bids in different names etc.

3. The sealed tenders are to be submitted in prescribed format on the bidder's business letter head duly stamped, signed and dated on each page of Part 'A' & 'B' and 'C' as a token of the bidder's unconditional



acceptance to the terms prescribed by the Institute. Details/supporting documents wherever applicable, if attached with the tender must be duly authenticated by the bidder. No over-writing shall be accepted unless authenticated with full signature of the bidder. ICSI shall reserve its discretion to decide on authenticity/ validity of the over-writing without prejudice to its any other right. **Each and every page of the Tender document has to be signed, stamped and submitted with the Tender by bidder.**

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

**(Note: The bidders having valid registration with NSIC/MSME may avail exemption from submission of EMD but must enclose valid NSIC / MSME certificate/document in envelope No. 1 instead of EMD demand draft. However, all bidders irrespective of their registration with NSIC/MSME have to submit the requisite Tender Fee).**

5. The sealed tender envelope duly super scribed, “**Tender for Procurement of Microsoft SharePoint Enterprise Server 2019 on-premises- Educational Software License and Microsoft SharePoint Enterprise CAL user 2019 on-premises -Educational Software Licenses**” due on **14 August, 2024**” should be addressed to **The Secretary**, The ICSI and be sent at the Institute’s address given below either by registered post/speed post/courier or by dropping in the tender box placed at Ground floor of Institute’s Noida office address as mentioned below & should reach on or before **2.00 PM on 14 August, 2024**.

Address:

**The Secretary**

The Institute of Company Secretaries of India

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

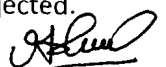
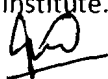
Sector - 62

Noida – 201309 (UP)

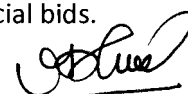
The Institute shall not be liable for any transit delays whatsoever and tenders received after the stipulated time/date are liable to be rejected summarily without assigning any reason and without any further reference to the Bidder.

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

6. The **Technical Bid shall be opened on 14 August, 2024 at 3:00 PM** 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](http://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).**
7. The GST has rolled out with effect from 01.07.2017. For implementation of GST in ICSI, bidders who have not migrated to or registered with GST regime will not be eligible to participate in any tender of the Institute. Any offer received from the bidder without GST registration details will be summarily rejected.

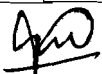


8. The Bidder must not have been blacklisted by Central/ State Government Ministry/ Department/ PSU/ Statutory Body / Government Company. Bidder also should not be under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice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



**19. Eligibility Criteria for bidding:**

i.	The bidder shall be a company incorporated, registered under the Indian Companies Act, 1956 or Companies Act, 2013. Please attach Certificate of Incorporation / Copy of Registration Certificate (s) to be enclosed
ii.	Average Annual Turnover in immediately preceding three consecutive financial years ended as on 31.03.2023 must not be less than Rs. 2 crores per annum. (Please attach copy of Audited P&L accounts and balance sheet of three preceding consecutive financial years ending as on 31st March, 2023 of the bidding firm in support of the bidder's submission).
iii.	Bidder should have at least Five (5) years of experience in similar kind of projects. Submit the documents as proof.
iv.	Bidder should have experience of previous project of similar kind at least 3 Purchase Orders during immediately preceding three years has to be submitted as documentary proof.
v.	The bidder should have a valid Authorization letter Certificate (MAF) issued by OEM M/s Microsoft to Authorized Distributors/ Partners/ Dealers for participating in this tender to sale their product under Academic / Educational license.
vi.	Submission of Tender Fee
vii.	Submission of EMD or valid NSIC / MSME certificate/document (if applicable)
viii.	PAN (Please attach self-attested photocopy of the documentary proof to be submitted)
ix.	GSTIN Code (Enclose self-attested photocopy)
x.	The bidder must have served at least Three (3) clients, out of which minimum One (1) should be from Central Government/ State Government/ Public Sector organizations/ Autonomous Bodies/ Statutory Bodies/ Trusts or Societies/ Business house (Please attach work order/agreement copy). Details along with Type of software being maintained are to be provided against each client. Also name and contact details of the concerned officials of each client has to be provided.
xi.	Bidder must not have been blacklisted by any Firm/Organization/School/Board/University/ Institution or any Government organization and no litigation is pending in the court of law against the bidder. Bidder also should not be under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice with any Central/ State Government Ministry/Department/ PSU/ Statutory Body / Government Company in last 5 years (Declaration from Authorized Signatory on the Bidder's Business Letter Head).
xii.	Bidder must have not been declared ineligible by the Government of India to participate for unsatisfactory past performance, corrupt, fraudulent or any other unlawful or unethical business practices. (Declaration from Authorized Signatory on the Bidder's Business Letter Head).
xiii.	The Bidder must not have been declared bankrupt / insolvent or should not have filed for bankruptcy / insolvency in the past five years or in the process of being declared bankrupt / insolvent before any designated authority in any country.
xiv.	The bidder must have a valid ISO 9001:2008 / Equivalent certificate for quality and ISO 27001:2005 / Equivalent certificate for Data Security as on the date of submission of the bid (Please attach supporting document.





**20. Bid Evaluation:**

**(i) Technical bids Evaluation Criteria:**

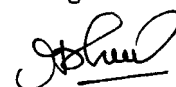
- a. The Bidder should fulfill the eligibility criteria for bidding as mentioned in the document. The Bidder who does not qualify these criteria may not be evaluated further and rejected at this point itself.
- b. Evaluation of work experience in the relevant fields will be done through the information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

**(ii) Financial -Bid Evaluation**

The Financial -Bid evaluation is done only for those bids which are responsive and technically qualified. After financial bid evaluation, order will be placed to the L1 bidder.

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

21. All costs and expenses incurred by Bidders in any way associated with the development, preparation, and submission of bid / responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by ICSI to facilitate the evaluation process, and in all such activities related to the bid process, will be borne entirely and exclusively by the bidder.
22. **Bid Validity:** Price quoted must be valid for at least 270 days from the date of opening of bid. Institute may extend the validity of Bid in the concurrence of the Bidder for a further period of 60 days or more as per the requirement.
23. The Institute reserves the right to accept or reject any or all the tenders including the lowest tender(s) without assigning any reason at its sole discretion. The Institute also reserve its right at its sole discretion to cancel the whole tender process at any stage without assigning any reason whatsoever without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the ICSI's action. The decision of the Institute will be final and binding on all concerned.
24. At any time prior to the last date for receipt of bids, the ICSI, may, for any reason, whether at its own initiative or in response to a clarification requested by the bidders, modify the tender documents by issuing an addendum/corrigendum. Any such amendment issued along with the original tender document will constitute Revised Tender Documents. The addendum/corrigendum will be uploaded on the ICSI website and CPPP portal. The bidders are requested to visit the website frequently to check for any of the decision of ICSI on the need for any modification shall be final and binding on all.
25. In order to afford prospective bidders reasonable time to take the Corrigendum into account in preparing their bids, ICSI may, at its discretion, extend the closing date of submission of bids.
26. Any Corrigendum, Clarifications etc. shall be binding on the Bidders and shall be given due consideration by them while they submit their bids.



27. The ICSI may at any time during the bidding process but before opening the technical/commercial bid request the bidders to submit revised Technical / Commercial Bids and/or Supplementary Commercial Bids, in case of change in Scope of Work, without thereby incurring any liability to the affected bidder or bidders.
28. In case of any work for which there is no specification given in the Tender document but the same is essential for the job / work mentioned in Tender document, such work shall be carried out in accordance with the directions of the ICSI without any extra cost to the Institute.
29. This invitation for tender does not commit ICSI to award a contract. Further, no reimbursable cost may be incurred in anticipation of award.
30. No binding legal relationship will exist between any of the Bidders and ICSI until execution of a contractual agreement.
31. Bidder should have all necessary patents, license rights and other proprietary rights required in respect of any device or method used by it for completing the Purchase Order. Bidder shall indemnify and hold ICSI harmless from and against any liability, penalty, cost or expense suffered or incurred as a result of Bidder failing to comply with this obligation.

## **II: Terms and conditions:**

### **1. Delivery Schedule:**

**Delivery of the Software License should be at the earliest within 15 days, w.e.f. the date of acceptance of the purchase order issued by ICSI.**

### **2. Payment Terms:**

No advance payment shall be made.

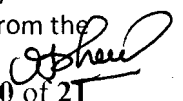
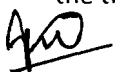
Payment terms will be 30 days after delivery of Software Licenses and from the date of receipt of the invoice in the Institute along with the receipt challan in original (subject to verification/acceptance by the concerned department). The payment would be released through banking channels (RTGS /NEFT).

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

4. **Liquidated Damaged (LD):** Delivery and installation should be completed within **45 days** of award of Contract. Penalty for the late delivery and installation would be levied at the rate of:

- a.  $\frac{1}{2}$  per cent of total value of contract, for each day of delay, in case of services are delivered either in full or partly within 7 days after the due date;
- b. 1 per cent of total value of contract subject to maximum 10%, for each day of delay, in case of services are delivered either in full or partly beyond 7 days but up to 14 days after the due date;
- c. Even after two (02) weeks of delay, if the vendor fails to deliver the goods and services, ICSI may reject or accept the goods and services at its sole discretion after imposing applicable penalty and decide accordingly on approval of the competent authority.

5. In case of failure to supply the goods / services of the ordered quantity / specifications / quality within the time schedule and at the agreed rates, the Institute shall have right to purchase the same from the



market at the prevalent rate and the difference between the agreed price and purchase price would be recovered from the vendor. Further, if the supplied items are not in accordance with the ordered items then the Institute reserves the right to reject the whole lot or accept, whole or part supply, at less than the agreed / market price. Any loss to the Institute on this account shall be recovered from the vendor.

6. The successful bidder has to submit the security deposit /performance guarantee in the form of an Account payee Demand Draft / Banker's Cheque or Bank Guarantee from nationalized bank of equivalent amount of 5% of the contract value on awarding the contract within 10 days of issue of Purchase Order to cover any loss or damage caused to or suffered by the Institute due to acts of commission and omission by the successful bidder or any failure on the part of the successful bidder in fulfillment of terms and conditions of the bid or work order or contract. The Bank Guarantee shall have to remain valid for Six months (180 days) from the date of supply of the software licenses as per tender document. The successful bidder shall not be entitled to any claim or receive any interest on the amount of performance guarantee. The EMD of the successful bidder will be refunded after submission of the performance Guarantee/Security Deposit.

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

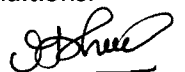
7. The quantities indicated in Part "C" is tentative and may be increased/decreased at the sole discretion of the Institute. The successful bidder shall have no right to claim any minimum/definite volume of business or enhance per unit rate.

#### **8. Scope of Work:**

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

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

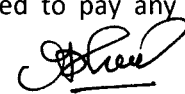
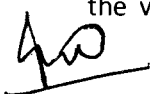
#### **9. GENERAL:**



- 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 Black List:** 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 bid;
  - 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:** 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 vendor will not assign or transfer and sub-contract its interest / obligations under the Work Order / contract to any other concern / individual without the prior written consent of the ICSI.
- i. **Statutory Compliance:** The vendor will be required to comply with all statutory obligations from time to time applicable to this contract.
- j. **Force Majeure**
- i) The vendor and ICSI shall not be liable for any failure to perform, any of its obligations under this to tender and Work / Purchase order if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. For the purpose of this Article, Force "Majeure" means any cause, which is beyond the successful bidder control or that of the Institute, as the case may be, which both could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the order, such as:-
- War / hostilities
  - Riot or civil commotion
  - Earth Quake, Flood, Fire, Tempest, Epidemics, Lightning or other natural physical Disaster, Quarantine restricts and Freight embargoes
  - Restrictions imposed by the Government or other statutory bodies, which is beyond the successful bidder control or of the Institute, which prevent or delay the execution of the order either by the successful bidder or by the Institute.
- ii) If a Force Majeure situation arises, the vendor 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 vendor will continue to perform its obligations under this order as far as is reasonably practical and shall seek all reasonable alternative means for performances of this order.
- k. **Indemnity Clause:** The vendor will indemnify ICSI against all statutory liabilities present and future arising out of his bid / work order / contract. In the event of violation of any contractual or statutory obligations, the successful bidder will be fully and solely responsible for the same. Further, in the event of any action, claim, damages, suit initiated against ICSI by any individual, law enforcement agency or government authority due to acts and omissions, the vendor will be liable to make good/compensate such claims or damages to the ICSI. As a result of the vendor action, inaction or any omissions, if ICSI is required to pay any damages to any



individual, law enforcement agency or government authority, the vendor would be required to reimburse to ICSI such amount along with other expenses incurred by ICSI or ICSI reserves the right to recover but not limited to such amount from the payment(s) due to the vendor while settling its bills or from the amount of security deposit lying with ICSI. However, ICSI reserves its right to take legal recourse as permitted under law of the land. In case of any damage caused to the institute due to negligence, carelessness or inefficiency of staff of the vendor, the vendor shall be responsible to make good the loss. The ICSI shall have right to adjust the damage / loss suffered by it from the security deposit or / and to charge penalty as decided by the Institute. Decision of the ICSI in this respect shall be final & binding on the vendor.

- I. **Cancellation of Award / Work Order:** The ICSI without prejudice to any other remedy, reserves the right to cancel the Award / Work Order in whole or in part by giving one (1) months' notice in writing in case the Vendor fails to discharge its obligation under this tender / Work Order without sufficient ground or found guilty for breach of condition(s) of this tender / Work Order, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or due to any other type of misconduct by the successful bidder or by its staff or agent.
- m. **Termination:** The ICSI without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving **One (1)** months' notice in writing in case Service Provider fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Service Provider or by its staff or agent or in case there are more than **Three (3)** penalties on the Service Provider in any month.

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

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

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

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

Date: 23 July, 2024



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



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

Tender No.: ICSI/IT/2024/Software License/MSP/2024 -25/91

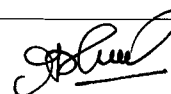
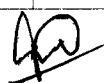
23, July 2024

Sub: Tender for Procurement of Microsoft SharePoint Enterprise Server 2019 on-premises- Educational Software License and Microsoft SharePoint Enterprise CAL user 2019 on-premises -Educational Software Licenses.

**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	ICSI/IT/2024/Software License/MSP/2024 -25/91
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 Proof)	
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	Trade License/Business License/CIN (if applicable) (Pl. Enclose Proof)	
16	Lab. License/EPF/ESIC Reg. No. (if applicable) (Pl. Enclose Proof)	
17	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	
18	Bidder profit-making status since the last three financial years (2020-2021, 2021-2022, 2022-2023) (Yes/No)	
19	OEM(Microsoft) Partnership status	
20	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	
20	Any other relevant Information	

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

Signature \_\_\_\_\_  
(Authorized signatory of the bidder)  
Name of the bidder \_\_\_\_\_  
Official seal of bidder \_\_\_\_\_

Date \_\_\_\_\_

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



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

Tender No.: ICSI/IT/2024/Software License/MSP/2024 -25/91

23, July 2024

Sub: Tender for Procurement of Microsoft SharePoint Enterprise Server 2019 on-premises- Educational Software License and Microsoft SharePoint Enterprise CAL user 2019 on-premises -Educational Software Licenses.

**Form II(a): Technical Details**

S.No.	Particulars	Response
1	List of existing clients to whom software supplied and giving service under Warranty in last 1 year with details of company, value of business, concerned person name & telephone no. (Please attach full details)	
2	List of existing sites being maintained as per following: Name of the Company/Type of Software being maintained/No./Last Year's turn over. Please indicate the software principal/s brands you represent and your level of association	
3	Please indicate in full the following details: Manpower available – Technical & Non-technical Number and name of the personnel who can provide Software support and do trouble shooting. Turnover of the company for last 3 financial years (F.Y. 2020-2021, 2021-2022, 2022-2023) (Please attach supporting documents)	
4	Valid Authorization letter Certificate (MAF) issued by OEM M/S Microsoft to Authorized Distributors/ Partners/ Dealers for participating in this tender to sale their product under Academic / Educational license.	
5	Brochure of the product with detailed specifications.	

Signature \_\_\_\_\_  
(Authorized signatory of the bidder)

Name of the bidder \_\_\_\_\_

Official seal of bidder \_\_\_\_\_

Date \_\_\_\_\_

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

Tender No.: ICSI/IT/2024/Software License/MSP/2024 -25/91

23, July 2024

Sub: Tender for Procurement of Microsoft SharePoint Enterprise Server 2019 on-premises- Educational Software License and Microsoft SharePoint Enterprise CAL user 2019 on-premises -Educational Software Licenses.

**Form II(b): Eligibility Criteria Details**

S. No	Particulars	Response Yes/No	Supporting Document Reference with Page No.
i.	The bidder shall be a company incorporated, registered under the Indian Companies Act, 1956 or Companies Act, 2013. Please attach Certificate of Incorporation / Copy of Registration Certificate (s) to be enclosed		
ii.	Average Annual Turnover in immediately preceding three consecutive financial years ended as on 31.03.2023 must not be less than Rs. 2 crores per annum. (Please attach copy of Audited P&L accounts and balance sheet of three preceding consecutive financial years ending as on 31st March, 2023 of the bidding firm in support of the bidder's submission).		
iii.	Bidder should have at least Five (5) years of experience in similar kind of projects. Submit the documents as proof.		
iv.	Bidder should have experience of previous project of similar kind at least 3 Purchase Orders during immediately preceding three years has to be submitted as documentary proof.		
v.	The bidder should have a valid Authorization letter Certificate (MAF) issued by OEM M/s Microsoft to Authorized Distributors/ Partners/ Dealers for participating in this tender to sale their product under Academic / Educational license.		
vi.	Submission of Tender Fee		
vii.	Submission of EMD or valid NSIC / MSME certificate/document (if applicable)		
viii.	PAN (Please attach self-attested photocopy of the documentary proof to be submitted)		
ix.	GSTIN Code (Enclose self-attested photocopy)		
x.	The bidder must have served at least Three (3) clients, out of which minimum One (1) should be from Central Government/ State Government/ Public Sector organizations/ Autonomous Bodies/ Statutory Bodies/ Trusts or Societies/ Business house (Please attach work order/agreement copy). Details along with Type of software being maintained are to be provided against		

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

Date \_\_\_\_\_



**Signature** \_\_\_\_\_  
 (Authorized signatory of the bidder)  
**Name of the bidder** \_\_\_\_\_  
**Official seal of bidder** \_\_\_\_\_



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

Tender No.: ICSI/IT/2024/Software License/MSP/2024 -25/91

23, July 2024

**Sub: Tender for Procurement of Microsoft SharePoint Enterprise Server 2019 on-premises- Educational Software License and Microsoft SharePoint Enterprise CAL user 2019 on-premises -Educational Software Licenses.**

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

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

**Sub: Tender for Procurement of Microsoft SharePoint Enterprise Server 2019 on-premises- Educational Software License and Microsoft SharePoint Enterprise CAL user 2019 on-premises -Educational Software Licenses.**

Sir,

This is with reference to the **Tender for Procurement of Microsoft SharePoint Enterprise Server 2019 on-premises- Educational Software License and Microsoft SharePoint Enterprise CAL user 2019 on-premises - Educational Software Licenses.**

We are interested to participate in the **Tender for Procurement of Microsoft SharePoint Enterprise Server 2019 on-premises- Educational Software License and Microsoft SharePoint Enterprise CAL user 2019 on-premises -Educational Software Licenses, dated \_\_\_\_\_**. We declare that:

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

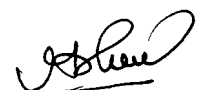
(Signature of the Bidder)

Printed Name

Designation

Official seal/ stamp

Date:



Tender No.: ICSI/IT/2024/Software License/MSP/2024 -25/91

23, July 2024

Sub: Tender for Procurement of Microsoft SharePoint Enterprise Server 2019 on-premises- Educational Software License and Microsoft SharePoint Enterprise CAL user 2019 on-premises -Educational Software Licenses.

**PART 'C' (FINANCIAL BID)**

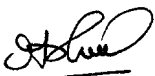
The bidder has to quote rate inclusive of all for **Tender for Procurement of Microsoft SharePoint Enterprise Server 2019 on-premises- perpetual educational Software License and Microsoft SharePoint Enterprise CAL user 2019 on-premises -perpetual educational Software Licenses.** as per the terms of the contract including statutory taxes and duties **except GST** which is to be shown separately as per the financial bid format.

A	B	C	D	E	F	G	H	I
S No.	Product Description	Part Code	HSN Code	Unit Price (Rs.)	Quantity	Cost (G= E*F)	GST @ 18% (H= G* 0.18)	Total Amount including GST (Rs.) (I= G+H)
1	SharePoint Server 2019 – educational	DG7GMGF0F4LT			4			
2	SharePoint Enterprise 2019 User CAL- educational	DG7GMGF0F4LV			500			
<b>Total amount including GST (INR)</b>								
<b>Total amount including GST (In words)</b>			<b>Rupees _____</b>					

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

Date:

Name and Signature of Bidder  
 with Corporate Seal  
 Mobile No.

\*\*\*\*\*