

REQUEST FOR PROPOSAL (RFP)

FOR

**DEVELOPMENT, COMMISSIONING AND MAINTENANCE
OF THE SELF SERVICE PORTAL FOR THE COURSES
CONDUCTED BY THE COMMITTEE ON INFORMATION
TECHNOLOGY OF THE ICAI**

Issued on: 14th June, 2016

Pre Bid Meeting on:
Friday, 17th June, 2016, 3.30PM at
ICAI Bhawan
Indraprastha Marg
Post Box No. 7100
NEW DELHI - 110 002

**THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA
(ICAI)NEW DELHI**

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TENDER NOTICE (Press)

**The Institute of Chartered Accountants of India
ICAI Bhawan, I.P Marg, New Delhi – 110002**

**Request for Proposal
For**

**Development, Commissioning and Maintenance of the Self
Service Portal for Courses conducted by the Committee on
Information Technology of the ICAI**

The Institute of Chartered Accountants of India (ICAI) invites proposals from reputed and experienced Service Providers for Development, Commissioning and Maintenance of the Self Service Portal for the Committee on Information Technology. For more details, interested parties may visit www.icai.org. **Last date for submission of bid is 23rd June, 2016, 2.30PM.**

Secretary, ICAI

Relevant Information at a Glance

EMD	Rs. 50,000/- by way of Demand Draft drawn in favour of the Secretary, The Institute of Chartered Accountants of India, payable at New Delhi
Last date and address for submission of bids	On or before 23 rd June, 2016, 2.30PM Addressed to Shri Rajanikant Verma, Senior Faculty, (Gr JD), The Institute of Chartered Accountants of India, ICAI Bhawan, A-29, Sector - 62, NOIDA 201309
Opening of the Technical Bid	Date will be informed through website (www.icai.org).
Rates	The rates should be quoted with break ups for each stage of the proposed assignments as indicated in the documents.
Project to be completed and commissioned by	The project shall be developed, commissioned and implemented within one month from the receipt of Letter of Intent.

SECTION-I

TENDER NOTICE (WEBSITE)

Proposals are invited by ICAI in sealed covers (Techno- commercial and financial bids) from reputed and experienced Service Providers for Development, Commissioning and Maintenance of the Self Service Portal for courses conducted by the Committee on Information Technology.

PLEASE SUBMIT ALL DOCUMENTS IN DUPLICATE / XEROX COPIES INCLUDING PART – I & PART - II

S. No	Name of Project	<u>Development, Commissioning and Maintenance of the Self Service Portal for Courses conducted by the Committee on Information Technology of the ICAI</u>
1.	Scope of Work	As per Section IV
2.	Earnest Money Deposit	Earnest Money Deposit of Rs 50,000/- (Rupees Fifty thousand Only) in the form of Demand Draft in favour of "Secretary, The Institute of Chartered Accountants of India" payable at Delhi.
3.	Availability of RFP Document	At ICAI's Website www.icai.org
4.	Pre Bid Meeting to address queries of the vendors	Friday, 17 th June, 2016, 3.30PM ICAI Bhawan Indraprastha Marg Post Box No. 7100 NEW DELHI - 110 002
5.	Last date, time and address for submission of tenders	23 rd June, 2016, 2.30PM Addressed to Shri Rajanikant Verma, Senior Faculty, (Gr JD), The Institute of Chartered Accountants of India, ICAI Bhawan, A-29, Sector – 62, NOIDA 201309
6.	Date of opening the Technical Bid (Cover-1)	Date will be informed through website (www.icai.org).
7.	Date of opening of Financial bid (Cover –2)	After evaluating the technical bids on ICAI's Parameters, the Financial bids of successful bidders shall be opened on same or any other date as per discretion of the ICAI as notified/informed even if tenderers are not present.
8.	Validity of offer	90 days from the last date for submission of bids.
9.	Tender Fee	Rs.500/- (Rupees Five Hundred Only) in the form of Demand Draft/Pay Order. The DD/PO be made in the name of

		'Secretary, The Institute of Chartered Accountants of India, New Delhi.
10.	Submission of bids	Technical and Financial bids should be kept in separate sealed envelopes super scribing 'Technical bid', 'Financial Bid' and the two bids be placed again in a single envelope super scribing ' <u>Bid for Development, Commissioning and Maintenance of the Self Service Portal for Courses conducted by the Committee on Information Technology of the ICAI</u> '. The Tender Fee and EMD to be placed separately in main envelope.
11.	Project to be completed	Development and Commissioning of the Self Service Portal for Courses conducted by the Committee on Information Technology of the ICAI to be completed within One (1) Month from the receipt of Letter of Intent.

Note:

1. A Bidder shall not be allowed to submit more than one Bid.
2. Bidder should have valid Service Tax registration number and meet all legal requirements.
3. The Bidder will not sub-let the work or its coordination to any other party/sister-concern.
4. Any amendment / corrigendum to the RFP document shall be posted on the ICAI's Website www.icai.org.
5. The ICAI reserves the right to call for any other details or information from any of the Bidders.
6. ICAI reserves all rights to reject any bid at any time, at any stage, fully or partly for whole process and / or for particular bidder and also reserves all rights at any time to add, alter, modify, change, edit & delete any condition at any stage. ICAI also reserves the right to cancel the entire tender process without assigning any reason. In this regard, the decision of ICAI shall be final and binding on all the participants.

SECTION II

BACKGROUND

The Institute of Chartered Accountants of India (ICAI) is a statutory body established by the Chartered Accountants Act, 1949 for regulating the profession of Chartered Accountancy in India. During its over more than six decades of existence, ICAI has achieved recognition as a premier accounting body not only in the country but also globally, for its contribution in the fields of education, conducting course and exams leading to membership, professional development, maintenance of high accounting, auditing and ethical standards. ICAI now is the second largest accounting body in the world.

The ICAI invites proposals from reputed organization/s for **Development, Commissioning and Maintenance of the Self Service Portal for Courses conducted by the Committee on Information Technology of the ICAI**

The detailed scope of the work is specified in Section IV of this document.

The Service Provider may have to make the presentation of the entire solution before the group constituted by ICAI at their own cost at ICAI offices at Delhi/NCR.

SECTION III

ELIGIBILITY CRITERIA

This invitation to respond is open to individuals/partnership firms /companies which are engaged in the **business of Software Development/Educational Technology Software.**

The eligible entities must be incorporated and registered under the Indian Companies Act, 1956 or 2013 or The Partnership Act, 1932 or under relevant law.

The parent company of any subsidiary company, which is seeking qualification on the financial strength of its parent company, would have to give a written undertaking that it would bear all financial or contractual liabilities of the subsidiary with regards to this tender and contractual obligations there under and the subsidiary has been authorized by them to submit the tender for and on their behalf.

The parent company of any subsidiary company, which is seeking qualification on the technical strength of its parent company, would have to give a written undertaking that its technical capabilities/ resources would be available to the subsidiary company as and when required for the completion of the subject contract.

Along with the General Eligibility criteria, bidder has to satisfy the following criteria also.

1. The bidder should have valid Registration No. of CST / VAT, Service Tax and PAN No. (Copies to be enclosed).
2. The bidder should have an average annual turnover of at least Rs. One Crore (Rupees one Crore only) during last three financial years. Copies of the last three years P&L Account and Balance Sheet duly certified by a Chartered Accountant must be enclosed with the tender.
3. Bidder should be in the business of Software Development/Educational Technology Software for at least 3 years as on 31st March, 2016 (copies of relevant certificates to be attached).
4. Bidder should have Educational Technology Software project experience in India preferably in Public enterprises, University/Government Organizations.
5. The Bidder should have Preferably ISO 9001/CMMI Certification (Level 3 and above)
6. The bidder should have never been blacklisted/ barred by any Govt. Deptt. /Regulator/statutory body.
7. The bidder should have an office at Delhi or NCR and should have support staff based in Delhi/NCR.

8. The preference should be given to bidder who have track record of developing self service portal for educational institutions.

How to apply:

Organization/s desirous of applying may download the prescribed application form from the site, fill up the same and submit it along with the following documents duly signed:

- List of similar assignments handled in the past.
- Organization information
- Name and postal address including telephone, fax numbers etc.
- Copies of original documents defining the legal status, place of registration and principal places of business
- Names and titles of Directors and officers concerned with the work with designation of individuals authorized to act on behalf of the organization
- Information on any litigation , if any, in which the applicant was involved during the last 3 years including any current litigation
- Earnest Money Deposit (interest free, refundable) of Rs. 50,000 by way of a demand draft drawn in favour of the "Secretary, The Institute of Chartered Accountants of India", payable at New Delhi.
- DD of Rs. 500 /- against the Cost of Tender Form.

SECTION -IV

SCOPE OF WORK

The Committee on Information Technology is organizing Post Qualification Course on Information systems Audit (ISA) and Certificate Course on Forensic Accounting and Fraud Prevention (FAFP). The registered candidates in ISA Course will undergo Professional training for a period of about 14 days which is usually conducted in the weekends. The Professional training also comprises of 3 module tests and submission of Project Work after the completion of the classes. After completion of the Professional Training the candidates have to appear for the ISA Eligibility test which is conducted twice a year in the month of May and November. The candidate who secures 60% marks in aggregate becomes eligible to appear in the ISA Assessment Test. The candidates registered for the FAFP Course will undergo professional training of 10 days which is usually conducted in the weekends. After completion of the Professional Training the candidates have to appear for the final test which will be conducted on quarterly basis.

The details are given below:

(1) Registration of members for the DISA/FAFP/Any other Course

Online hosting of batches along with date and module for all courses at different location along with number of seats. Once filled batch will get close. Margin of 5 seats for council quota will be maintained. The moment batch is launched; mobile app of ICAI should issue notification. Member can submit their registration. Once payment received and registration completed, SMS/Email will be issued and link of online material, e-learning with password will be allocated. Validation checks (including validation of membership number through member's data base and enrollment for payment of the concessional fees). Member should have the option for the change of the password and forgot password.

On launching of batch, registered faculty from panel will get a SMS to register as faculty based on date and module and take acknowledgement in auto mode. Once accepted by faculty common travel desk of ICAI/Committee can note down travel plan and book advance tickets for saving money. For rest of the module unfilled, respective committee can speak to faculty and finalize and accordingly same travel desk procedure can follow. Once class is over and coordinator approves the completion of module, auto generated bills of faculty will be generated. Bills once approved by secretary/coordinator of committee, will move to accounts desk for payment.

➤ Member's Page will contain-

- a) Login details
- b) Change password

- c) Profile of Member like his/her address, photo, contact and email address with edit facility.
- d) See attendance status
- e) E-material
 - a) E-Learning test
 - b) Result of E-learning
- f) Module test news
 - a) Schedule of exam
 - b) Exam paper at the time of exam
 - c) Result of module tests
- g) Certificate of qualification
- h) CPE Hours related to DISA/FAFP
- i) Practice test paper with result facility
- j) Result Status
 - a) Result of project work submitted
 - b) Result of ET Exam (DISA)
 - c) Result of AT
- k) Submit feedback of faculty, venue, POU
- l) Any other news

A member can appear in ET test once qualified all module test/E learning test. Test Engine should select 30 questions randomly from the question bank which will be updated periodically.

➤ **Eligibility Test:**

Schedule of Online Eligibility Test on monthly basis should appear on login member who has completed the module tests, project work and his/her status is PT Completed or ET failed. Member can download his/her certificates after passing Eligibility Test. Status of member should be updated by Admin of the portal i.e. Committee on Information Technology. It should be linked with the online test portal.

Member must get mail of courses that are selected by his/her login. Here criteria is to be set like branch/admin can select region/city of members to send the mail, only those member can get a mail for launching of courses that have city preferences for joining the classes.

Course registration under specialized category with or without fees e.g. Delhi police, CBI, Bank officials etc.

Brief description of all the Post Qualification Courses would be available on portal.

Member can prefer the location for joining the courses.

(2) Faculty Module:

Faculty can see the calendar of the upcoming batches and select the sessions and a confirmation would come to the admin dashboard.

➤ Travel Management:

Faculty can submit a request through the portal for making the travel arrangements. Admin will approve the request and intimation should directly go to the ICAI travel desk for booking the tickets. Tracking of the travel booking requests (including cancellation and change in travel plan) sent by the faculties at the dashboard of the admin.

Allocated Project Work should be made available on the faculty login with member and batch details and faculty can download the project, evaluate them and update the marks.

(3) Branch:

Branch can request to start ISA Professional Training or FAFP batches from branch login by giving tentative dates and venue details. Course Coordinator should approve the batch and SMS/mail should go to all registered faculties in sequence of rating.

Branch should request for Background Materials and course coordinator approve the request and mail should go to the branch and Noida Store. Branch should update the status of material received with particulars like date, quantity etc.

➤ Bill Management:

Branch can submit bills online after completion of the classes. Review and approval of bills should be by the admin on receipt of the hard copy of the bills and mail should go to the branch. Bills should be generated automatic for sending to accounts department. Once the bill is submitted to the accounts department with the signed hard copies of bills, the status is to be updated as under process and once the payment is made the status is to be updated as bills cleared. Branch can check status of bills on branch login.

➤ Reports:

Branch can check and download various reports like PT Enrollment list, FAFP Enrollment list, PT Awaited List etc.

➤ Marks and Attendance:

Branch can enter attendance and marks of module test and project works and send excel and scan copy of the marks and attendance in required Performa that would be provided by the Committee.

Branch can mail/sms to faculty that are allocated by admin for the class.

(4) Admin Module

Faculty bill payment status to be displayed on the admin dash board so that a follow-up can be done.

➤ **Launch of Batch:**

Automatic intimation to the Branch and all the candidates regarding the start of the batch, batch allocation and Batch management, change of Batch request, and closure of batch.

Online Module Test with evaluation and updating of the status in candidates dashboard, attendance updating by the Branch, Regional monitoring Committee and Branch Coordinator. Auto ranking of the faculties based on the feedback. Allocation of Project Work and uploading of the online project report by the candidates and automatic allocation of these projects to faculties for evaluation.

CPE Credit on successful completion of the Course in the form of Excel sheet for uploading on the CPE Portal.

➤ **Refund of fees:** approved by admin and 1% charge is applicable to refund.

Availability of the online material, books, E-Books, Journals, News Letters at the portal for the purpose of download by the members. Education Resources icon should be created where the study material is to be made available. Programme calendar for the year is also to be made available.

Similar Scope of Work will be applicable for Certificate Course on Forensic Accounting and Fraud Prevention run by the Committee presently and other courses to be introduced by the Committee in future.

SECTION V

INSTRUCTIONS TO BIDDERS

1. Every page of the RFP document shall be signed by the bidder or by a person duly authorized by the bidder.
2. Bidder shall submit letter of authorization, authorizing the person signing the RFP document on behalf of the bidder.
3. All changes, alterations, corrections in the RFP document shall be signed in full by the person(s) signing the RFP document, with date. No eraser and/or over writing without authentications is/are permissible.
4. The complete RFP document along with the documentary evidence should be numbered.
5. The Bidder shall submit its RFP in two (2) parts, namely; Part-I will contain Technical Bid (as enclosed as Annexure-B) and Part-II will contain Financial Bid (as enclosed as Annexure-C) in separate envelopes. Technical Bid and Financial Bid shall be submitted on the Bidder's letter head.
6. RFP shall accompany a covering letter in the prescribed format as given in Annexure - A and shall also have the relevant documents.

Bidder must submit the original 'Technical' and 'Financial Bid'. Each bid should be sealed separately and put again in a sealed envelope superscripting thereon RFP for **Development, Commissioning and Maintenance of the Self Service Portal for Courses conducted by the Committee on Information Technology of the ICAI**

7. The Bids completed in all respects as specified in this RFP shall be sent/submitted by post/courier to –

Shri Rajanikant Verma,
Senior Faculty, (Gr Joint Director),
The Institute of Chartered Accountants of India,
ICAI Bhawan, A-29, Sector - 62, NOIDA 201309(U. P)
8. The Bids shall be valid for a period of 90 days from the last date for submission of the Bid.
9. Date & Time of submission of Bid: 23rd June, 2016
10. The complete bid document should be submitted before due date and time as given at Clause 9 above. Bids received after the stated time and date would not be considered and are liable for rejection.

11. The ICAI reserves the right to accept or reject any/all the bid(s) including the lowest bid without assigning any reason and no correspondence in this regard shall be entertained. The ICAI takes no responsibility for delay, loss, or non-receipt of response to this RFP.
12. The bidder shall carefully examine and understand the scope of work, specifications/conditions of RFP and seek written clarifications, if required, to ensure that they have understood all scope of work, specifications/conditions of RFP.
13. The bidders should have presence in India with one of their offices in Delhi/NCR, until completion of the contract. The Bidder shall authorize a representative for interacting with the ICAI during evaluation of the Bid.
14. The successful Bidder shall be required to enter into an Agreement with the ICAI, within fifteen (15) days from the date of receipt of letter of intent or within such extended period, as may be specified by the ICAI in this regard.
15. Submission of illegible documents shall lead to disqualification of the bidder.
16. **Date & Time of opening of Bids:** Date and time of opening of Technical Bid shall be communicated to the bidders through www.icaai.org.
17. The bid must be accompanied with earnest money deposit (interest free) for the amount indicated in the Notice Inviting Tender in the form of a Demand Draft drawn on any Nationalized Bank in favor of Secretary, ICAI payable at Delhi. Tenders not accompanied with EMD shall be summarily rejected.
18. If the bidder, after submission, revokes his bid or modifies the terms and conditions thereof during the validity of his bid except where the ICAI has given opportunity to do so, the earnest money deposit submitted by Bidder shall, in such case, be forfeited. The Earnest Money Deposit of unsuccessful bidders shall be returned within reasonable time, after award of contract.
19. The bidder organizations may be required to make a presentation before the selection committee of ICAI. The decision of this committee will be final and binding.
20. ICAI may at any time cancel or withdraw the invitation to bid without assigning any reason and the earnest money deposit submitted by Bidders shall, in such case, be refunded to them.
21. The successful bidder i.e. Service Provider, within 15 days of receipt of Letter of Intent or within such extended time as may be allowed by ICAI in its discretion, shall submit a Performance Bank Guarantee for an amount of Rs. One Lac having validity of Thirty-Nine (39) months. On receipt of the performance bank guarantee, the EMD of the successful bidder will be

refunded. In case of extension of the contract, the Service Provider shall submit a fresh Bank Guarantee for the amount as determined by ICAI, covering the extended period. For Deficiency in services, ICAI will have full right to encash the bank Guarantee.

22. The bidder is to note that they will have to immediately handover all the data, contents and related codes to ICAI if ICAI decides to disassociate and terminates the contract. All the data related to audit trailsoft data is to be provided to ICAI without any demur and contestation.
23. The Cloud if procured has to be in the name of ICAI and all administrative control of the Cloud will be with ICAI.
24. The bidder will have to sign a non-disclosure agreement so that the data and contents of ICAI are not disclosed in any form.

SECTION –VI

GENERAL CONDITIONS OF THE CONTRACT

1. Application

These general conditions shall apply to the extent that provisions in other parts of this document do not supersede them. For interpretation of any clause in the RFP or the Agreement arising thereunder, the interpretation/clarification of the ICAI shall be final and binding on the Bidder.

2. RFP Clarifications

During technical evaluation of the bids, ICAI may, at its sole discretion, ask Bidders for clarifications on their bids. Any word used in singular shall have the connotation of plural as well.

3. Amendments in RFP

At any time prior to deadline for submission of bid, ICAI may for any reason, modify the RFP. The Bidders having received the RFP shall be notified of the amendments by posting the same at ICAI's Website www.icai.org and such amendments shall be binding on them.

4. Partnership /Company

If the Bidder is a Partnership Firm/Company, the full particulars of the composition of the organization in detail should be submitted along with copy of the Articles of Association /MOA/Partnership Deed/Power of Attorney/any other relevant document.

5. Disqualifications

The ICAI may, at its sole discretion and at any time during the evaluation of Bid, disqualify any bidder, if the bidder has; Submitted the Bid documents after the response deadline; Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements; Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years; submitted bid that is not accompanied by required documentation or is non-responsive; Failed to provide clarifications related thereto, when sought; Submitted more than one Bid; Declared ineligible by the Government of India or any other body for corrupt and fraudulent practices or blacklisted; or modified the terms and conditions of RFP.

6. Preparation of Bid

The Bidder shall comply with the related information during preparation of the Bid. The Bid and all associated correspondence shall be written in English and shall

conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialled by the authorized person signing the Bid. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or duly authorized person(s) to bind the Bidder to the contract. The letter of authorization shall be supported by written power of attorney and shall accompany the Bid.

Bidders are not permitted to modify, substitute, or withdraw bids after its submission.

7. Submission, Receipts and Opening of Bids

Technical & Financial bids must be submitted in separate sealed envelopes. The bids shall be opened on the specified date & time at the designated venue.

8. Deadline for submission of Bids

Bids from Bidders, complete in all respects must be received by the ICAI at the address and by the date specified in the RFP.

9. Deliverables

Data security, accessibility and confidentiality are critical factors of the assignment. The process flow should be in accordance with the requirements of the ICAI with adequate controls and safeguards to ensure accuracy of data and reduce the transaction processing time. The work shall be completed as per the time schedule prescribed by the ICAI.

The deliverables include the design documents based on the specifications of ICAI and User Manual.

10. Payment Schedule

a) Payment for Development of System

10% on Successful Conducting of User Acceptance Test (UAT)

Balance 90% after the system goes live and meeting all requirements of ICAI and on submission of various documentation (Design documents and user manuals) & Source Code with complete back up (of database and application software).

b) Recurring/Maintenance Charges

Recurring charges will be paid upon satisfactory completion of each cycle. Support/Maintenance charges will be paid on yearly basis only after satisfactory completion of support/maintenance and providing proper invoices to ICAI.

11. Right to Accept Bid

With regard to the RFP, the ICAI has the following rights:

a) Accept or reject any of the proposals, without assigning any reasons thereof.

- b) Ask for re-submission.
- c) Request clarification from bidders.
- d) To accept any Bid in whole or in part.
- e) Reject whole process.

12. Conflict of Interest

ICAI requires that Bidders should provide professional, objective, and impartial advice and at all times hold the ICAI's interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests .

13. Confidentiality

Nothing shall be disclosed by any bidder with any other person not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of its Bid. Except with the prior written consent of the ICAI, the Bidder(s) and its/their personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

14. Standards of Performance

The selected Bidder i.e. Service Provider shall perform the services and carry out their obligations under the Contract with due diligence and efficiency. The Service Provider shall always act in respect of any matter relating to this contract as faithful advisor to the ICAI. The Service Provider shall always support and safeguard the legitimate interests of the ICAI in any dealings with the third party.

15. Period for Development and Commissioning of the Self Service Portal

The development and Commissioning of portal shall be completed within One (1) Month from the receipt of Letter of Intent. The hand holding period of the portal shall be one year after the system goes live.

16. Term

The contract shall be initially for a period of Two (2) Years, after the expiry of hand holding period of One (1) Year, which may be extended on mutually agreed terms and conditions by both the parties.

17. Assignments

The Service Provider shall not assign the work to any other Agency/individual, in whole or in part, to perform its obligation under the Contract, without the prior written consent of ICAI.

18. Indemnity

The Service Provider shall indemnify, save harmless and defend ICAI from and against any loss, damage, claim, action, proceedings, costs, charges, expenses and penalties that may be suffered or incurred by ICAI on account of any misrepresentation or material breach of any misrepresentation made by Service Provider or that of the terms and conditions herein contained or on a account of any default or breach or violation or non-observance or non performance by Service provider of any applicable law, statute, rule, regulations, directive or guidelines etc. of the Govt. or any local authority or infringement of Intellectual Property Right of third party.

19. Liquidated Damages

If during the contract period, following problems are found, a Liquidated damages @ 0.5% of contract value per week on each default and maximum up to 5% of the total Contract value shall be imposed on the Service Provider by the ICAI:

- Quality of support is not up to the mark (till the quality is improved to the required extent)
- Not able to execute the work as mutually agreed
- Shifting of responsibilities and creating inordinate delays and asking for unreasonable timeframe.
- Delays in extending support 24*7 and not supporting ICAI during holidays.
- Delay in Development of the Software.

If the delay is beyond 2 weeks then the ICAI may rescind the Contract and shall be free to get the work done by another agency at the risk and costs of the Service Provider.

The Service Provider is prohibited to earn any revenue of this site, including any third party.

20. Termination

Either party has the right to terminate the contract by giving one month **prior written notice** of termination to the other without assigning any reason.

The ICAI may, by giving 15 days advance written notice to the Service Provider, terminate the contract for the following -

- For default to perform obligations under the Contract or if the quality is not as per the specifications/satisfaction of the ICAI or in the event of non-adherence to time schedule by the Service Provider;
- becomes incapable of or unable to perform the Contract; death of Service provider or dissolution or commencement of liquidation or winding up proceedings or appointment of a Receiver or insolvency of the entity i.e. Service Provider;

- Service Provider assigns or sub-lets the work under the contract without the prior written permission from the ICAI;
- Service Provider violating any of the terms and conditions of the contract.

However, the termination notice may be revoked provided the Service Provider rectifies the default within notice period to the satisfaction of the ICAI. No consequential damages shall be payable to the Service Provider in the event of such termination.

21. Consequences of Termination

Upon Termination of the Contract, the work undertaken by the Service Provider shall become the property of the ICAI and all its rights shall vest in the ICAI.

22. Resolution of Disputes

In case any dispute arises between the parties in relation to or in connection with any of the terms and conditions of RFP or the contract arising there under, in the first instance, the parties shall try to resolve the dispute amicably, failing which the dispute shall be referred to the sole arbitration to be appointed mutually by the parties. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings shall be held at Delhi and the language of the arbitration proceeding and that of all documents and communications between the parties shall be English. The decision of the arbitrator shall be final and binding upon both the parties. All arbitral awards shall be in writing and shall state the reasons therefor. The expenses of the arbitration as determined by the arbitrator shall be shared equally by the parties.

23. Jurisdiction

Subject to the arbitration clause herein contained, all disputes between the parties pertaining to this contract shall be subject to the jurisdiction of the competent Courts at Delhi only.

SECTION –VII

Bid Opening, Evaluation Process and Selection Procedure

Evaluation Process

Response to this RFP would be evaluated in two phases. Initially technical bids will be opened and evaluated. Those bidders who satisfy the technical requirements of the work, as per the requirements/specifications and the terms and conditions of this RFP, shall be short-listed. Financial bids shall be opened only for the short-listed bidders who have qualified in the technical bid.

Technical Evaluation

The bids will be technically evaluated on various components. Each response to the RFP from each bidder will be judged on its own merit. As part of the Technical Bid Evaluation, bidders may be required to demonstrate to the ICAI, their works of similar nature, which forms part of the knowledge base of the bidder for the work and also exhibits bidder's domain expertise.

Financial Evaluation

The Financial bids of the short listed bidders will be evaluated on the basis of the amount quoted in the Bid.

ANNEXURE-A

COVERING LETTER (ON THE BIDDER'S LETTER HEAD)

Date:

Shri Rajanikant Verma,
Senior Faculty, (Gr JD),
The Institute of Chartered Accountants of India,
ICAI Bhawan,
A-29, Sector - 62,
NOIDA 201309

Dear Sir,

Sub: **Development, Commissioning and Maintenance of the Self Service Portal for Courses conducted by the Committee on Information Technology of the ICAI**

Having examined the RFP, I/we, M/s_____, offer our proposals for the subject works and are in full conformity with the said RFP. We have read the provisions of RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our bid shall not be given effect to.

We agree to abide by the terms and conditions of this Bid, including this letter, the Technical and Financial Bid, the duly notarized written power of attorney, and all attachments and it shall remain binding upon us and may be accepted by you at any time before the expiry of the validity period.

I/We confirm having deposited one demand draft: -

Earnest Money of Rs.50, 000(Fifty thousand) by Demand Draft attached hereto

We hereby declare that all the information and statements made in this bid are true and any misleading/false information contained in it may lead to our disqualification.

We understand that you reserve the right to accept or reject any bid.

Dated this [date / month / year]:

Authorized Signatory (in full and initials):

Name and title of signatory:

Duly authorized to sign this Bid for and on behalf of _____

Name of Firm:

Address:

Note: This will be enclosed in original along with both Technical & Financial Bid.

TECHNICAL BID

(On the Letterhead of the Bidder)

1. Name of the Individual /Firm/Company:
2. Physical address:
3. Address of the company/Firm (Pl. Enclose Proof):
4. Contact details (Telephone/email/Fax):
5. Date of incorporation/registration (Pl. Enclose Proof, if applicable):
6. Date of commencement of business (Pl. Enclose Proof, if applicable):
7. Net worth of the company/firm ((Pl. Enclose Proof, If applicable):
8. Name(s) of the directors/Partners:
9. Names of the major customers:
10. Details of similar assignments handled in the past (Pl. Enclose Proof with Contact Details):
11. Details of similar assignments currently being handled (Pl. Enclose Proof with Contact Details):
12. Attach copies of audited annual accounts for the past 3 years
13. Number of employees:
14. Number of technical personnel:
15. Persons authorized by the company to execute documents on its behalf, with ICAI
16. PAN Number (Pl. Enclose Proof):
17. Service Tax Number (Pl. Enclose Proof, if Applicable):
18. Detail of any such portal to access the quality. Username and password to be provided of such portal to access the quality.
19. ISO 9001/CMMI Certification (If Available):

Declaration: We hereby declare that the above information furnished is true to the best of our knowledge and information and if it is discovered at a later date that any or all of the above information is incorrect, we shall be disqualified and that if the assignment is already awarded, ICAI shall be within its rights to cancel the contract forthwith without assigning any reasons whatsoever.

20. Whether you are ready to provide demo of solution at Delhi/NCR offices of ICAI at your own cost : Yes/ No?

Place:

Date:

Signature

FINANCIAL BID

(On the Letterhead of the Bidder)

The Bidder is required to submit the financial bid in the following format. The rates quoted by the bidder shall be inclusive of all taxes and levies.

Sr No	Details	Rate (including all taxes)
1	One Time Development and Deployment cost for Development of the Self Service Portal for the Committee on Information Technology with full security controls having maintenance of Five year.	
2	Monthly maintenance cost (which includes deployment regular maintenance to ensure system availability 24*7) projected for next 5 years	1 st Year..... 2 nd Year..... 3 rd Year..... 4 th Year..... 5 th Year.....
3	Cloud Cost (Monthly)* (ICAI reserves the right to procure the cloud cost directly and in such case this quote will not be taken into account.).	
4	Any other applicable cost. a) b) c) d)	

Note: Cloud to be procured in the name of ICAI (if applicable) and the administrative control of the cloud to be with ICAI.

Name:

Date:

Sign:

Address with Phone No and E Mail ID:

Stamp:

Signature

Note: Please sign all the pages of Commercial and technical bids submitted.