

**THE INSTITUTE OF
Company Secretaries of India**
IN PURSUIT OF PROFESSIONAL EXCELLENCE
Statutory body under an Act of Parliament

CORRIGENDUM

The last date for submission of "**RFP for Development and Implementation of Self-Learning Solution for ICSI**" has been extended upto **August 14, 2015 by 3:00 PM** due to administrative reasons and date of opening the offers shall be on **August 17, 2015 at 11:00 AM** at ICSI-HQ.

Other terms & conditions of "**RFP for Development and Implementation of Self-Learning Solution for ICSI**" dated July 20, 2015 remains the same.

The bidders may take note the above changes.

Date: August 3, 2015

**(B PRADHAN)
DIRECTOR**

THE INSTITUTE OF Company Secretaries of India

IN PURSUIT OF PROFESSIONAL EXCELLENCE

Statutory body under an Act of Parliament

Request for Proposal (RFP)
for Development and Implementation
Self-Learning Solution (SLS) for ICSI

[On Build, Operate and Transfer (BOT) basis]

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Cost of RFP	Rs.1,000/- (Rupees One thousand Only)
Earnest Money Deposit	Rs. 4,00,000/- (Rupees Four Lakh only)
RFP Publish Date	July 20, 2015
Last date and time for Sending (in written form) Pre-Bid Queries	July 27, 2015 by 10:00 AM
Pre-Bid Meeting	July 28, 2015 at 2:00 PM at ICSI HQ at 22, ICSI House, Institutional Area Lodhi Road, New Delhi
Last Date and Time for Submission of Bids	August 3, 2015 by 3:00 PM
Address for submission of Bids	The Institute of Company Secretaries of India ICSI House, 22, (IIIRd Floor: Tender Box) Institutional Area, Lodi Road, New Delhi-110003
Venue, Date and time of opening of Technical Bids.	Address as above. Date: August 4, 2015 at 11:00 AM
Contact details	Ms. Sonia Baijal, Director, ICSI Tel: 011-45341014 E-mail: sonia.baijal@icsi.edu
Institute's Website	www.icsi.edu

Statement of Confidentiality

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

1. INTRODUCTION:

The Institute of Company Secretaries of India (ICSI) is a statutory body constituted under an Act of Parliament i.e. the Company Secretaries Act, 1980 for the regulation and development of the profession of Company Secretaries. It is functioning under the overall administrative jurisdiction of Ministry of Corporate Affairs, Government of India, and its Headquarters is located at "ICSI House" 22 Institutional Area Lodi Road New Delhi-110 003.

ICSI invites bids from firms/companies for project "Providing Self Learning solution for ICSI" as per enclosed RFP document.

The project will be a completely turnkey project under which supply/provision of all the requisite hardware (with 3 years warranty), requisite software license (perpetual in the name of the ICSI), hosting, development and implementation of the system, training, implementation, warranty (1 year after acceptance) and after warranty end to end maintenance of the system (optional) is to be made by the vendor.

The purpose of this RFP is to invite Bids from the interested Bidders for delivery, installation, commissioning and maintenance of "Self Learning solution (SLS) for ICSI"

Sealed bids are invited by the Institute of Company Secretaries of India (ICSI), located at "ICSI House", 22, Institutional Area, Lodi Road, New Delhi-110003 for "**Providing Self Learning Solution for ICSI**". The terms and conditions governing the RFP are as under:

1. The RFP document may be obtained during working hours from **July 20, 2015 to August 3, 2015 between 10.00 AM and 1.00 PM** on all working days (except Saturday, Sunday & Gazette Holidays) from the Reception counter of the Institute on payment of non-refundable RFP cost of Rs. 1,000/- by Cash / Demand Draft drawn in favour of "The Institute of Company Secretaries of India" payable at "New Delhi". The RFP document can also be downloaded from the website of the Institute (www.icsi.edu) for which Bidder would be required to enclose a demand draft of Rs. 1,000/- as mentioned above towards

the cost of the RFP document along with their quotes, failing which the RFP shall not be entertained.

2. The bidder is required to submit the Earnest Money Deposit (EMD) of **Rs. 4,00,000/- (Rupees Four Lakh only)** in the form of Demand Draft/pay order drawn in favour of "**THE INSTITUTE OF COMPANY SECRETARIES OF INDIA**" payable at New Delhi along with the RFP. RFP received without the Earnest Money Deposit (EMD) shall not be entertained. The EMDs of the unsuccessful bidders will be refunded without any interest or bank charges within thirty days, after the order has been issued in favor of successful bidder. The EMD of the Successful bidder will be refunded after submission of the Security Deposit/ Bank Guarantee.
3. RFP should be submitted in **two separate sealed covers**. First cover containing, "**TECHNICAL BID**", should provide only technical details as per the requirements in this RFP along with literature, pamphlets, drawing etc (Hard copy and soft copy in USB/CD). (Please mark the envelope as "**Envelope No. 1- TECHNICAL BID**"). EMD should be submitted in Envelope No.1 along with "**TECHNICAL BID**". Second cover containing, "**COMMERCIAL BID**" should provide only Price(Please mark the envelope as "**Envelope No. 2- COMMERCIAL BID**") **Both the covers should first be sealed separately**, and then both the covers should be kept **in a single sealed bigger envelop**. This envelope should bear the inscription "**RFP For Providing Self Learning solution for ICSI**"
4. The sealed RFP are to be submitted in specified format on business letter head of the Bidder, duly stamped, dated and signed on each page of the RFP as unconditional acceptance to the terms specified by the ICSI therein. Details/supporting documents wherever applicable, if attached with the bid should be fully authenticated by the Bidder/s.
5. The sealed Request for Proposal along with Earnest Money Deposit (EMD), duly mentioning on top left hand corner of the sealed envelope, "**RFP for Providing Self Learning solution for ICSI due on August 3, 2015**" should be **addressed to Shri Sutanu Sinha**, Chief Executive & Officiating Secretary, The Institute of Company Secretaries of India and sent at the ICSI's address given below either by registered post/speed post/or by dropping in the tender box placed at IIIrd floor of Institute's Headquarter & should reach on or before **3:00 PM on August 3, 2015**. The ICSI shall not be liable for any postal delays what so ever and RFP received after the stipulated time/date shall not be entertained.

Address:

Shri Sutanu Sinha, Chief Executive & Officiating Secretary
The Institute of Company Secretaries of India
ICSI House, (IIIrd Floor: Tender Box)
22, Institutional Area, Lodi Road
New Delhi-110003

6. Non acceptance of any of the terms & conditions as stated in RFP document and non-submission of the stipulated Earnest Money Deposit (EMD) shall render the RFP invalid.
7. The Bidder(s) are required to study the Institute's process and complete set-up while quoting for the development, implementation and maintenance charges for the proposed "Self Learning Solution". The Bidder may accordingly submit the details of Software, hardware & other infrastructure as required by the ICSI for implementation of the "Self Learning Solution" as a part of the technical bid itself.
8. One Technical Coordinators for the project of the selected bidder shall mandatorily be posted in ICSI office and will adhere to the office discipline (including working hours) of the ICSI for the complete life cycle of the project including warranty/maintenance phase. In case the respective manpower is absent due to any reason then the bidder would ensure that the equivalent backup manpower having requisite knowledge and expertise is available in the site in place of him.
9. Quotations should be valid for 6 months from the date of opening of Technical Bid.
10. The ICSI will not be responsible for any postal delays. Bid/Application received after the stipulated date and time shall not be entertained. Bid/Application through e-mail is not valid. The ICSI reserves the right to accept or reject any or all the bids/applications without assigning any reasons, whatsoever.
11. The EMD may be forfeited either in full or in part, at the discretion of ICSI on account of one or more of the following reasons:
 1. The BIDDER fails to co-operate in the Bid evaluation process
 2. If the bid or its submission is not in conformity with the instruction mentioned herein.
 3. If the BIDDER violates any of the provisions of the terms and conditions of the RFP.
 4. In the case of a successful BIDDER fails to:

- (a) Accept award of work
- (b) Sign the Contract / Agreement with ICSI after acceptance of communication on award of work.
- (c) Furnish performance security
- (d) Sign the Contract / Agreement in time or
- (e) indulges in any such activities that may jeopardize the interest of ICSI in timely finalization of this RFP.

5. The bidder found guilty of negligence, carelessness, inefficiency, fraud, mischief, misappropriation or any other type of misconduct by such bidder or by its employees, staff, agents, representatives etc. or by any other person directly or indirectly employed by him.

12. The decision of ICSI regarding forfeiture of bid security shall be final and shall not be called upon question under any circumstances.

(B. Pradhan)
DIRECTOR

Date: **July 20, 2015**



2. ICSI SELF LEARNING (Background)

Introduction

The basic pedagogy of Company Secretaryship Course is fundamentally standing on Distance Learning Mode. ICSI has already endeavored to impart knowledge through digital platform by way of E-Library, MOOCs, E-book, Videos, Webcast, and E-Learning etc.

Considering the number of students (0.40 million) of ICSI, this is right time to address basic pedagogy and also peripheral issues related to students holistically.

Time has come to switch over from

- Book to e-book,
- Classroom to Virtual Class room
- Tacit knowledge exercise (reading only) to implicit Knowledge (interactive) exercise
- Learning through Local Gurus to National Gurus
- From Cities, Towns, Villages to One ICSI
- Pen and paper to online assessment

The Project "Self Learning" is conceived towards that direction.

Objective: The Project "Self Learning" is being created with the following objectives:

- To create ICSI's own reservoir of knowledge
- To facilitate self-education of all the students of ICSI
- To enrich and further develop the subject areas
- To encourage the use of library materials and services for recreation

Mode

Digital (off line and on-line)

Platform

Universal (should cater popular OS / Browsers etc)

Specific Mobile Applications supporting popular OS would be developed

Users

All Students

Learning Language

English and all other vernacular languages

Devises

Students may access to the system through Internet/ Smart Phones/ Offline by uploading on system and also through tailor made Tablet with net connectivity.

Infrastructure

Requisite Software for Webinar facility /Virtual Classes or any other infrastructure as may be required shall be provided by vendor.

Content Preparation

To be prepared by external Experts engaged by the vendor (as approved by ICSI) and oversee by ICSI.

Content Designing

The fundamental shift proposed is to introduce natural way of learning in place of traditional learning. The Proposed Solution would be a better learning system coupled with all the relevant features of previous systems (e-Library, e-Learning), created as an integrated project called "ICSI Self Learning".

Under the proposed structure a student would be synced into a learning tour on the subject he/ she open for study.

The methodology would be simple:

- (a) Open a chapter or Subject
- (b) Content of study material with search mechanism will appear
- (c) Along with main text highlights would be given
- (d) All the recent changes (as applicable) in the subject matter will be highlighted separately in the main text
- (e) If there is any special mention/reference, those would be hyperlinked; like glimpses of Board meetings, moot courts, photographs, etc.
- (f) There will be audio for hearing in addition to read only facility
- (g) Subject wise e-learning will be hyperlinked so that student's can go for systematic learning in depth
- (h) Virtual Class room/Video archive on specific subject will be properly linked
- (i) Need based, Live virtual classes would be conducted from time to time
- (j) Library/Laws will be linked for cross reference
- (k) Academic help desk, if any, will also be linked
- (l) Case studies (in audio/video format) will be provided wherever required
- (m) Solved numerical problems by various subject experts, MCQs, and FAQs on relevant topics from Syllabus would be provided.
- (n) Every study will end with knowledge test so that learning quality is ensured

- (o) ICSI's E-bulletin and Journals would be linked for updating readers on contemporary issues.
- (p) All relevant student specific academic announcements would be linked for ready reference.
- (q) Any other course contents, material, information shall be linked up as decided by the ICSI from time to time.
- (r) Vendors are open to suggest alternative solutions to meet the objectives.

Processes to be followed

- ◆ Vendor shall provide the desired intellectual and physical resources and solutions.
- ◆ ICSI shall provide the existing study material, previous years question papers journals and other inputs available.
- ◆ Finally the vendor shall integrate everything on to the e- platform used for the purpose
- ◆ The vendor will provide entire support during development phase and handover the project to ICSI once developed with the IPR in name of ICSI.

OWNERSHIP AND COPYRIGHTS

The ownership and the copyright of the masters, source-codes, and all the files submitted including the matter developed by the successful bidder will vest with the ICSI and this should be indicated to the users of the Self Learning Solutions. On the expiry of contract, same will be transferred to ICSI free of cost with full IPR.

3. Scope of work

S No	Task	Illustrative list of activities / deliverables
1	Visit to ICSI	Visit / interaction with ICSI's Academic Dept., training Dept. and other training establishment to understand the requirements related to Self Learning Solution and faculty management etc. based on the training programmes running at the training establishments.
2	Implementation planning	The Vendor is expected to provide detailed implementation plan in accordance to the ICSI's objective requirements. All content as per existing syllabus of Company Secretaryship course as amended from time to time should be properly tagged with relevant reference as mentioned in methodology described above. All faculty related arrangements to be managed by the vendor. Existing scheme of papers of Company Secretaryship Course (Foundation, Executive, Professional) is annexed as Annexure

		"A") The Solution should at least follow the steps mentioned in methodology)
3	Supply Systems of	The Vendor is expected to supply the complete solution (Software & Hardware and other required things) as per the agreed specifications.
4	Implementation & Commissioning	<p>In accordance with the implementation plan that has been agreed upon, the Successful Bidder would deliver and commission the Self Learning Solution. The Successful Bidder is expected to provide user manual, system administration manuals, training material, operation manuals and procedures.</p> <p>Content management: The vendor will manage all the work related to content management for three years from the issue of certificate of acceptance.</p>
5	Training	Provide on-site and web-based training of end-users and administrators with manuals
6	Support Services &	The Successful Bidder would be expected to maintain and support all the Hardware and Software provided as part of this contract.
7	Updates Upgrades and	Bidder to assure that the Self Learning Solution is performing as per the functionality laid in the user Manual of the Self Learning Solution. Bidder will ensure that Purchaser is Informed of the Patches being released for the Core System well in advance. The updates/upgrades should not affect the working of the Live System.
8	Warranty	1 year after issuing acceptance certificate by ICSI
9	ATS/AMC	2 years after 1 year warranty

The project shall be a completely turnkey project under which supply/provision of all the requisite hardware (with 3 years warranty), requisite software license (perpetual in the name of the ICSI), hosting, development and implementation of the system, training, implementation, warranty (1 year after acceptance) and after warranty end to end maintenance of the system (optional) is to be made by the vendor.

3.1 Expected commissioning Time / Delivery Schedule

The Vendor/Bidder shall implement/ commission the Solution as per the schedule given below:

Sr No	Phase of Project	Duration
1	Delivery of licenses and SRS	30 days from the date of

		Work order
2	Development/Implementation / System Configuration / Customization / Handover for User Acceptance Testing (UAT)	<p>Delivery of 1st Phase (Foundation) within six months from date of award of contract</p> <p>Delivery of 2nd Phase (Executive) within twelve months from date of award of contract</p> <p>Delivery of 3rd Phase (Professional) within Eighteen months from date of award of contract</p>
3	Go Live	30 days from the date of delivery of product (phase wise as above mentioned)
4	Issue of Acceptance certificate	On satisfactory "Go live"

3.2 Deliverables

- a) Project Management Plan
- b) Project Implementation Schedule
- c) Product Development /customization and implementation
- d) Comprehensive System Configuration, Customization and testing documentation
- e) Details of methodology for validation, parameters, data processing etc.
- f) User Manual for the entire process
- g) Test cases for User Acceptance Testing (UAT)
- h) System Administration Manual
- i) Training
- j) Submission of complete source code to ICSI after approval of Final Roll out

3.3 Warranty

Warranty / Support Period of Contract shall be for one year and will start from the time the SLS (Self Learning Solution) has been accepted by ICSI by issuing the certificate of acceptance. Post implementation warranty (1 year) should cover the following:

- a) Defect fixes, Removal of bugs

- b) Application support (User support on functionality and technical aspect)
- c) On site post-implementation support to SLS (Self Learning Solution) admin and IT team at no extra cost
- d) Reports generation
- e) Changes / enhancements in Self Learning Solution application due to any requirements to be implemented from time to time to meet the changes in the regulatory / statutory requirements
- f) Application Software version Upgrades, whenever it is released at no extra cost during warranty period
- g) Deploy adequate Technical Personnel to maintain the SLS as per the service level requirements
- h) Penalty of @Rs.1,000/-(Rupees One Thousand only) per day or part thereof shall be levied in case of not meeting of aforesaid conditions, OR absence of Man Power or any other reason whatsoever assigned. All such penalties shall be limited to 10% of the contract value and may be recovered from the bidder firm from the payments due or from the security amount / Bank Guarantee.

ATS/AMC

- a) System Maintenance and Support services (ATS)/AMC period will be for 2 years after the expiry of 1- year warranty period. The delivery of services during the AMC period would be governed by the Service level agreement. Penalty clauses mentioned above for warranty period will be applicable for the AMC period.
- b) The period of ATS contract shall be extendable, based on mutually agreed terms and conditions.
- c) During warranty support/maintenance phase one more developer of the core development team other than the technical coordinator as mentioned above shall mandatorily be posted in ICSI office and will adhere to the office discipline (including working hours) of the ICSI. In case the respective manpower is absent due to any reason then the vendor would ensure that the equivalent backup manpower having requisite knowledge and expertise is available in the site in place of him. On the requirement of the ICSI, the said manpower has to report for duty on holidays. He will be paid only actual local conveyance up to maximum Rs.500/- for coming to the office on Sundays and National holidays only. The said manpower has to claim it directly from the ICSI as per its policy. For coming to office on any other holidays, he will not be paid anything.

For any maintenance issue lodged in the helpdesk by the ICSI on the project, it would be the responsibility of the vendor to

resolve the issue within the timeline as per the SLA as and when any entity is implemented.

- d) The vendor would ensure that the deputed manpower at the site is not changed frequently and without the consent of the ICSI. In any case more than one change per year is not permissible.
- e) ICSI would provide only seating space at ICSI's premise and the onsite available Network Connectivity for the vendor's officials. Any other infrastructure like computer / laptop, data card, dongle etc. have to be provided by the vendor.
- f) Content management: The vendor will manage all the work related to content management for three years from the issue of certificate of acceptance.

4. ELIGIBILITY CRITERIA FOR BIDDERS:

S No	Eligibility Criteria	Supportive Documents
i.	<p>The bidder must be a company registered in India under Companies Act 1956/2013 or by a competent authority in case of foreign Bidder/Applicant companies.</p> <p>The Bidder should be operating in India for last five years as on March 31, 2015.</p>	Valid Incorporation Certificate. Copy of Article and Memorandum of Association
ii.	<p>Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt./Central Govt/PSU/Statutory /Autonomous Body/any other organization for any reason during last 3 years ending on March'2015</p>	A self-certified letter by the designated official of the responding Bidder about the non-blacklisting of the Bidder by the mentioned agencies for any reason during last 3 years ending on March2015;
iii.	<p>Bidders should either have local presence in Delhi-NCR, or agree to setup local office within one month of award of contract.</p>	A self-certified letter by the designated official of the responding Bidder to open up a local office at Delhi-NCR within one month of award of contract; If the Bidders are already having a local office, relevant

		address proof (Electricity Bill, Rent Agreement) for the same to be provided.
iv.	Total Turnover of the company for last three financial years (i.e. 2014-15, 2013-14, 2012-13)	Proof of the same must be attached in form of audited balance sheet or Certificate from statutory auditor.
v.	The average annual turnover of the bidder should be more than Rs. 20 crore or equivalent in field of development of learning solutions and positive net worth in last three financial years. (i.e. 2014-15, 2013-14, 2012-13)	Proof of the same must be attached in form of Certificate from statutory auditor.
vi.	The bidder must have successfully undertaken at least three (3) such learning system over the last three (3) years for Government / PSU / Institutions for Higher Education/ Universities.	Copy of work order / MoU/ SLA and sign-off for each of the assignments / Performance Certificate of three such projects are required.
vii.	Power of Attorney / Board Resolution for signing the bid, letters etc. on behalf of the Bidder.	Power of Attorney/Certified copy of Board Resolution to be provided.
viii.	The authority Letter for all products provided from the Principal manufacturer must be submitted within ten days of the award of the contract.	Authority letter from Principle Manufacturer with complete details.
ix.	<p>a) The bidder should have implemented its SLS (Self Learning Solution)/) software in at least 2 (two) large corporates / institutions / organisations based and operating in India.</p> <p>b) The proposed similar SLS/ LMS software should be in use for the last two years from the last date of submission of bids.</p> <p>c) The number of users of SLS</p>	The bidder should submit documentary proof by providing masked copy of Purchase Order / MoU / SLA and Performance certification issued by the Client etc. where SLS has been successfully implemented . The certification should clearly mention the number of users in the organisation who actually access SLS. Client reference for each of the projects should

	software in large corporates / institutions / organisations should be at least 15000	contain the information like name and address of organization, name and designation of the contact person and other details like phone number, email id etc
x.	<p>The proposed software should have mandatory modules like</p> <ul style="list-style-type: none"> a) User Administration b) E-learning (English and all other vernacular languages) c) Virtual Class room d) Knowledge (interactive) exercise e) Training Calendar f) online assessment g) Course Creator h) Reports / MIS i) E-bulletin and Journals j) Webcasting & webinar k) Further, the solution should be integrated with Mobile Apps CS-Touch and other application at ICSI like www.icsi.in etc 	<p>The bidder should submit both hard and soft copy of functional and technical brochures of the solution being offered as documentary proof.</p> <p>Further, the bidder should be able to demonstrate various modules of SLS like User Administration Module, Training Calendars, Virtual Class room, E-Learning Module(English and all other vernacular languages), Course Creator, Reports/MIS Module, Integration with other Systems, etc.</p>
xi.	The bidder should have a well-established service setup in India preferably in Delhi NCR to provide post implementation support and Annual Technical Support (ATS)	The bidder should provide details of technical staff and officers available in India preferably in Delhi NCR to implement integrate and support the software.
xii.	The bidder must arrange a dedicated manpower size of at least 10 technical resources on regular payroll after undertaking this project.	Declaration from HR required

All eligibility requirements mentioned above should be complied by the bidders as applicable and relevant support documents should be submitted for the fulfillment of eligibility criteria failing which the Bids shall be summarily rejected.

5. SECURITY DEPOSIT

Security deposit / performance guarantee of **Rs. 6,00,000/- (Rupees Six Lakh Only)** in the form of bank guarantee from Govt. Sector Bank shall be submitted by the Successful Bidder with the ICSI immediately within 7 days of the execution of the agreement to cover any loss or damage caused to or suffered by the ICSI due to acts of commission and omission by the Successful Bidder or by its employee/staff/agent or any failure on the part of Successful Bidder in fulfilment of terms and conditions of the RFP / contract/SLA. The bank guarantee should be valid up to three months beyond the expiry of contract period.

6. PAYMENT TERMS

SNo	Project Milestones	Payment Schedule
1	Project Inception	NIL
2	Delivery of licenses and SRS	15%
3	Delivery of 1st Phase (Foundation)	25%
4	Delivery of 2nd Phase (Executive)	25%
5	Delivery of 3rd Phase (Professional)	25%
6	Issue of Acceptance certificate	10%

7. Evaluation of Technical Proposals

- a. Proposals which are not supported by adequate proof / Supplementary documents will not be evaluated.
- b. The Evaluation Committee shall evaluate the Technical Proposals only for those bidders who satisfy the eligibility criteria. The Technical proposals which are unsigned and incomplete shall not be evaluated. The technical proposals will be evaluated on the basis of their responses. Evaluations will be based on documentary evidence submitted by the bidder with respect to selection criteria. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP.

- c. During the process of evaluation of the technical proposal, the bidder might be required to make presentation on its Proposal covering Experience/Technical Proposal including Understanding about the project, Implementation Methodology, Team Composition, Work Schedule, and Activity Schedule, arrange client interactions / visits. In case presentation is required, the date and time of the presentation / interactions will be intimated individually.

8. Public Opening and Evaluation of Commercial Bids

- a. After the technical evaluation is completed, the bidders who qualified in the Technical Proposal Evaluation shall be informed about the time and location for opening the **Commercial Bids**. Bidder's attendance at the opening of **Commercial Bids** is optional but it shall be recorded and signed by all present.
- b. **Commercial Bids** shall be opened publicly in the presence of the bidder's representatives who choose to attend. The name of the bidders whose technical proposal is found responsive (i.e. identified bench mark) shall be read out. These **Commercial Bids** of the bidders qualifying in Technical Proposal shall be then opened and the prices read aloud and recorded.
- c. Prices shall be written in both words and figures. In the event of difference, the price in words shall be valid and binding.
- d. Any discrepancy relating to prices quoted in the offer across different sections of the bid, only prices given in the specified format given in this RFP shall prevail.

9. Award of Contract

Award of Contract will be based on Evaluation of the commercial bids of the technically qualified bidders on lowest quote basis.

10. Signing Service Level Agreement (SLA)

The successful Bidder shall execute a Service Level Agreement (SLA) with ICSI on the basis of the terms and conditions of RFP documents. The said Agreement shall be signed within 20(twenty) days of the award of the contract. The service charges payable under the said SLA shall however be fixed and firm for a period of 3 (three) years.

Draft Terms and Conditions of SLA are annexed as Annexure "B"

These will be a part of the SLA in addition to the terms and conditions mentioned in the RFP.

Responsibilities of the Vendor

- a) The vendor shall conceive, create, maintain and periodically update 'SLS' for the company secretaryship course. The site shall provide self-paced, asynchronous collaborative learning and provide live virtual classroom.
- b) The vendors shall setup, host, run, maintain and periodically update "SLS".
- c) The vendor would be responsible to maintain the quality of the contents as per the ICSI's requirements and will comply with the directions issued by ICSI from time to time. The responsibility of changing the orientation of the existing material will vest with the vendor. The vendor shall integrate pop up questions, animations, videos, latest news, blogs, online chat and other value addition at its own or as per the directions of ICSI made from time to time.
- d) There should be a clear disclosure in all the material hosted online that the views expressed/given in the courses are that of the experts concerned and not of the Institute.
- e) The project will start with launch of a pilot. The pilot of the SLS should be test launched for a brief period of one month. After incorporating the comments received, from the possible users, the final version will be launched.
- f) The domain name elearning.icsi.edu will be registered in the name of the Institute and all administrative and other rights will be vested in ICSI
- g) The vendor will provide adequate security to data storage, generate reports, maintain backup and hot site disaster recovery to maintain an uptime of more than 99%.
- h) The vendor will identify and arrange for faculties in consultation with ICSI. The list of all such faculties should always be made available to ICSI before the developments of contents.

- i) The vendor will provide support on content upkeep and maintenance of the same.
- j) The vendor will also support students on the chat and / or phone on queries and questions related to accessing the site.
- k) The vendor will adhere to the delivery schedule as agreed upon.
- l) The vendor will provide test questions with the answers in the system (duly approved by ICSI) on the relevant topics, which the students of the Institute will answer on-line during the course of their education. The ICSI will not be responsible for the contents (other than approved by the ICSI) including those arising from technical fault in the system and the vendor shall suitably provide the same in the system as a disclaimer clause.
- m) The vendor will conduct each of the online programmes only after specific approval of the Institute.
- n) The vendor will Set up, host, run and maintain "SLS" and provide & maintain necessary software, hardware and hosting facilities to this effect.
- o) The vendor will provide live support to students on educational queries and questions on chat, discussion board and/or e-mail. Vendor shall also support students on the chat and/or phone on queries and questions related to accessing the site. The vendor will be free to provide the support round the clock at his discretion provided that the minimum time for such support will be from 7.00 am to 9.00 pm. on all days.
- p) The vendor will provide content by conversion of study material to e-books, quizzes, moderate and monitor discussion board, and online tests, e-mail support to students and develop Web Based Training as may be provided in the Agreement to be entered into between the parties and maintain the same.

Responsibilities of the ICSI

ICSI will:-

- a) Provide the study material, previous year's examination papers etc and all other relevant course material as may be available with the Institute in physical or softcopy form.

- b) ICSI reserve the right to change/suggest faculty who will develop the courseware.
- c) Conduct Virtual Classes, which the vendor would be required to host on the SLS at the appropriate place.
- d) Finalize and approve the contents of the courses including reference material, previous year examination papers etc and all other relevant background materials before the same placed on SLS.
- e) Monitor service level and quality of "SLS". The ICSI either by constituting a sub-committee or group of experts – of the ICSI will monitor the online courses meant for students. For effectively discharging this monitoring, the vendor has to submit consolidated feedback of students on the online courses undergone by them. The frequency of the feedback will be decided by the ICSI in due course of time.

Joint Responsibilities of the ICSI & Vendor

- a) ICSI and Vendor shall set up two Coordinating Committees i.e. one at the policy level and other at the implementation level comprising of members at a senior management level, both from ICSI and Vendor.
- b) The Coordination committee for Implementation shall monitor the progress of the project and decide on the issues arising in day-to-day implementation of the project.
- c) The Minutes of the meetings of Coordination Committees shall be recorded by the vendor and confirmed and signed by both the parties within seven working days and thereafter circulate to all the members.
- d) The Coordination Committee on Policy shall review the project after three months of signing of the agreement.
- e) The vendor shall provide to ICSI the MIS in the prescribed form.

11. System Acceptance

♦ Operational Acceptance

Successful completion of the project will be gauged through a series of formal acceptance tests performed on all aspects of the system/sub systems:

In the go-live phase, Bidder will have to manage and roll out a beta stage where the system will be made available and restricted only to the users in ICSI through an appropriate mechanism on the web, and conduct user acceptance testing of the System based on test cases developed by the Bidder in consultation with ICSI and validated by ICSI. Based on the test results, required changes will be carried out and tested. Post this, ICSI portal will be officially launched and operational acceptance will be complete.

♦ **Unit Test and System integration test**

1. Each module or Component should be fully tested independently before integration.
2. All specified functionality should exist. This testing verifies the as-built program's functionality and performance with respect to the requirements for the System.
3. All System functions that are accessed through menus should be tested
4. After each module has been fully integrated to create a larger system, each module or sub-module must have a defined interface which will be used to call another program component.
5. Measuring response time, throughput and availability of Application.

♦ **Complete System Acceptance**

At the end of the System Acceptance period, ICSI will acknowledge complete system acceptance in writing to the successful bidder upon completion of the following:

1. All of the required activities defined in the RFP document including all change requests or agreed by ICSI and delivered by the vendor and accepted by ICSI.
2. All the requisite documentation as defined in this RFP document including all changes agreed by ICSI and delivered by the vendor and accepted by ICSI.
3. All required training as defined in this RFP document and delivered by the vendor and accepted by ICSI.
4. All identified shortcomings/defects in the systems have been addressed to ICSI's complete satisfaction.
5. In order to accept the system, ICSI must be satisfied that all of the work has been completed and delivered to ICSI's complete satisfaction such that all aspects of the system perform acceptably. The functional / logical acceptance of the system will only be certified when the proposed system is installed and configured according to the design and that all the detailed

procedures of operating them have been carried out by the Vender in the presence of ICSI staff.

12. GENERAL CONDITIONS

- 12.1. The vendor must be a reputed service provider.
- 12.2. Prices quoted in the RFP document shall expressly be inclusive of all statutory taxes, fees, cesses, duties, levies, charges, surcharges inclusive of all statutory and other components etc. (net to ICSI) for Development and Implementation of "Self Learning Solution" for the ICSI and should be quoted in Commercial Bid. No component of cost / tax shall be paid by the ICSI unless the same is included specifically in the quotations.
- 12.3. The whole work included in the RFP shall be executed by the Bidder and the Bidder shall not directly or indirectly transfer assign or sublet the contract / work or any part thereof or interest therein without the written consent of ICSI.
- 12.4. In case any work for which there is no specification in the RFP, such work shall be carried out in accordance with the directions of the ICSI without any extra cost to the ICSI.
- 12.5. Escalation matrix (24 X 7) up to the level of CEO/COO/CIO must be provided with mobile and fixed phone number and email address of all personnel in the matrix.
- 12.6. All the pages should be paginated and authenticated by authorized Person of the Bidder.
- 12.7. The ICSI will then establish a shortlist and invite interested companies figuring on this list to participate in further discussion about the project in due course.
- 12.8. Pre-bid meeting:
 - a. A prospective Bidder requiring any clarification on the RFP document may submit the queries at the email address ajay.sharma@icsi.edu as per schedule indicated on Page 1. The queries must be submitted in the following format in MS Word :

BIDDER'S REQUEST FOR CLARIFICATION		
Name and Address of the Organization submitting request	Name and Position of Person submitting request	Contact Details of the Organization / Authorized

		Representative	
		Tel/Mobile:	
		Fax:	
		E-mail:	
S. No	RPF Reference(s) (Section, Page)	Content of RFP requiring clarification	Points of clarification required

- b. ICSI shall hold a pre bid meeting with the prospective bidders as per schedule provided on Page 1 of this RFP. Queries received from the bidders in above format shall be addressed. No queries would be addressed post Pre-Bid meeting.
- c. The purpose of the pre bid meeting is to provide bidders with the information regarding the RFP.
- d. At the most, 2 (two) persons from Bidders would be allowed in pre-bid meeting.

12.9. The Bidders/Applicants are advised to study the requirements of the ICSI in detailed before submitting their application/bid and the presentation. The Bidders/Applicants may also submit the commercial on the basis of which they wish to take up the job.

12.10. Amendment of RFP Documents

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

c) In order to afford prospective Bidders/Applicants a reasonable time to take the amendment into account in preparing their bids, ICSI, at its discretion, may extend the deadline for the submission of bids suitably.

12.11. Incomplete bids shall be rejected outright. No alterations, amendments or modifications shall be made by the Bidder in the RFP documents and if any such alterations are made or any special condition is attached, the bid is liable to be rejected at the discretion of the ICSI without reference to the bidder. Please note that all the information as desired needs to be provided. Incomplete information may lead to rejection of Bid.

12.12. This RFP does not commit the ICSI to award a contract. The bidder shall bear all costs associated with the preparation and submission of its bid, and the ICSI shall in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the bidding process.

12.13. Bid shall remain valid for 180 days from the date of opening of bids. A bid valid for a shorter period shall be rejected.

12.14. The last date for receipt of sealed RFP in the ICSI and opening of bids is mentioned on the first page of the document. No separate communication will be issued in this regard. Bids shall be opened in the presence of the intending vendors or their authorized representatives, who wish to be present. In the event of due date being a closed holiday or declared Holiday for Central Government offices, the due date for opening of the RFP will be the following working day at the appointed date, time & venue.

12.15. Site for delivery of services is as under:

**The Institute of Company Secretaries of India
Head Office, 22 Institutional Area, Lodi Road,
New Delhi- 110003**

12.16. The vendors shall be invited for a presentation of their solution subsequently.

12.17. 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, the ICSI may reject the candidature of the bidder without assigning

any reason and decision of the ICSI shall be final and binding. In such case(s) the Financial Bid shall not be opened for that particular bidder.

- 12.18. During evaluation of the bids, the ICSI may at its discretion, ask the Bidder for clarification of its bid and the same has to be provided within the time period (minimum three day) as specified by the ICSI and in case of a default, it will be deemed that bidder has no clarification to submit and the bid is liable to be evaluated and/or rejected accordingly. The request for clarification and the response shall be in writing and no change in clarification submission date, price or substance of the bid shall be sought, offered or permitted.
- 12.19. The Commercial Bid of only those parties who qualify in the technical scrutiny shall be opened and time and date for opening the Financial Bid shall be communicated separately.
- 12.20. Submission of Proposal/Bid by way of e-mail is not acceptable at all under any circumstances whatsoever.
- 12.21. ICSI reserves the right of accepting the RFP in whole or in part without assigning any reason and such decision shall be final. The part acceptance of the RFP shall not violate the terms and conditions of the RFP and the bidder shall execute the work at the specified rates without any extra charges or compensation within the stipulated period.
- 12.22. The acceptance of RFP shall rest with the ICSI. ICSI does not bind itself to accept the lowest bid and reserves to itself the right to reject any or all the bids received without assigning any reason(s) whatsoever and any notice to Bidder. Non acceptance of any bid shall not make the ICSI liable for compensation or damages of any kind whatsoever under any circumstances. ICSI further reserves the right to accept a bid other than the lowest or to annul the entire bidding process with or without notice or reasons thereof. Such decisions by ICSI shall be final and bear no liability whatsoever consequent upon such decisions.

12.23. It is expressly made clear to the Bidders that its employees, staff, agents, representatives etc. or by any other person directly or indirectly employed by him shall not be employee / officer of the ICSI for any purpose and in no case, there will be any relationship of Employer & Employee, implicitly or explicitly between the ICSI and Bidder or its employees, staff, agents, representatives etc. or any other person directly or indirectly employed by him. None of such person of the Bidder shall have any right to claim anything against the ICSI.

12.24. In case any work for which there is no specification in the RFP but the same is essential for the job / work mentioned in RFP document, such work shall be carried out in accordance with the directions of the ICSI without any extra cost to the ICSI.

13. LIQUIDATED DAMAGES

If the Successful Bidder fails to complete the implementation of full-fledged system within the period specified in the work order, ICSI, shall without prejudice to its other remedies, deduct as liquidated damage 1.0(one) percent of the price of the delayed goods or service for every week of delay or part thereof (as per delivery schedule mentioned in RFP) subject to a maximum amount of 10% of the contract value. Completion of Implementation means the successful working of the System in live environment up to the satisfaction of the users and issue of written acceptance by the ICSI.

14. PENALTIES

The development / implementation of Self Learning Solution by the vendor must be completed as per phase wise schedule mentioned in RFP with Clause "Expected commissioning Time / Delivery Schedule", from the date of issue of work order and the successful bidder must acquire the written acceptance of successful implementation from the designate authority of ICSI within the above mentioned period (Phase wise). ICSI reserves the full rights to impose penalty on the successful bidder @ Rs. 1,000/- (Rupees One Thousand only) per day or part thereof for the delay after the due date of any Phase - if the successful bidder fails to get the acceptance for successful implementation of the Self Learning Solution. This penalty shall be applicable in addition to the Liquidated damages.

15. TERMINATION

ICSI without prejudice to any other remedy and rights, reserves the right to cancel /terminate the bid / Work Order / Service Level Agreement (SLA) in whole or in part by giving at least seven days' prior written notice thereof in case Bidder / Vendor fails to honour his bid / Work Contract / SLA or found guilty for breach of condition /s of the RFP documents / Work Order / Service Level Agreement (SLA) or negligence, carelessness, inefficiency, fraud, mischief, misappropriation or any other type of misconduct by such Bidder or by its employees, staff, agents, representatives etc. or by any other person directly or indirectly employed by him. In such case of termination, the ICSI will have the right to put in place any other agency for carrying out the remaining work. Any extra expenditure shall be adjusted from Bank Guarantee / Security Deposit and / or shall be recovered from the Bidder / Vendor.

The ICSI may also cancel / terminate the Bid / Work Order / Service Level Agreement (SLA) in whole or in part for its convenience at any time for any reasons, by giving the Bidder at least 15 (Fifteen) days' prior written notice thereof. However, the notice period may be extended by mutual agreement till alternate arrangements are made. Further, any pending or unresolved service, function, task, performance, unpaid fees and any other remedies shall continue by the parties during the period of termination notice and the same must be satisfied before the RFP / Work Order / Service Level Agreement (SLA) is cancelled / terminated.

In such cancellation / termination of bid / Work Order / Service Level Agreement (SLA) /or curtailment of the work by the ICSI, the Bidder shall have no claim to any payment or compensation whatsoever on account of any profit or advantage, which would have derived by it from the execution of the work in full, but which he did not derive in consequences the full amount of the work not having been carried out, neither shall he have any claim on compensation / damage for the loss suffered by him by reason of cancellation / termination of the Bid / Work Order / Service Level Agreement (SLA) and of any alterations having been made by the ICSI in the original specification or the designs and instruction which shall involve any curtailment of the work contemplated. However, the ICSI shall pay the Bidder such portions of the Work as are due and properly invoiced under the provisions for final payment for Work performed prior to termination. In no event, shall the total payments made to the Bidder exceed the Contract Price.

16. FORCE MAJEURE

Notwithstanding anything else contained in this RFP, neither party shall be liable for any delay in performing its obligations hereunder if

such delay is caused by circumstances beyond its reasonable control (including without limitation any delay caused by the acts of governments, acts of God, natural or social calamities, strikes, riots in any region, network failure, terrorist attack, war declared and undeclared) provided however that any delay by the supplier of the Party so delaying shall not relieve that Party from liability for delay except where such delay is beyond the reasonable control of the supplier concerned.

Subject to the party so delaying promptly notifying the other party in writing of the reasons for the delay (and the likely duration of the delay), the performance of such party's obligations shall be suspended during the period that the online circumstances persist and such party shall be granted an extension of time for performance equal to the period of the delay. Save where such delay is caused by the act or omission of the other party (in which event the rights, remedies and liabilities of the parties shall be those conferred and imposed by the other terms of this RFP and by law).

17. CONFIDENTIALITY

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

18. ARBITRATION

Any dispute, difference, controversy or claim ("Dispute") arising between the ICSI and Bidder(s) out of or in relation to or in connection with RFP shall be addressed for mutual resolution by the authorised official of the parties. If, for any reason, such Dispute cannot be resolved amicably by the Parties, the same shall be referred to the sole arbitration of the Chief Executive of the Institute of Company Secretaries of India or any other person appointed by him as Sole Arbitrator. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force will be applicable to the arbitration proceedings. The venue of the

arbitration shall be at New Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The language of the arbitration and the award shall be English. The decision / award of the arbitrator shall be final and binding on the parties.

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

19. For any details / clarifications, **Ms. Sonia Baijal, Director, ICSI**
Sonia.baijal@icsi.edu (011-45341014) may be contacted.



Part 'A' TECHNICAL BID

Format of the Proposal Response

In order to simplify the review process and to obtain the maximum degree of comparability, the proposal shall include the following items and be organized in the manner specified on the following pages.

I. Letter of Transmittal

A letter of transmittal briefly outlining the vendor's/proposer's understanding of the work shall be submitted. The transmittal letter should also include general information regarding the firm and individuals involved.

II. Profile of the Firm

S.No.	Particulars.	Response
i.	Name and complete address of the Company	
ii.	Tele/Fax/E-mail/Cell No. of the company	
iii.	Detail of Contact Persons authorized by the company to execute documents on its behalf, with ICSI (Designation, Mobile, Tel, E-Mail)	
iv.	List of Directors, along with contact details (e-mail id, mobile number, Director Identification number)	
v.	Details of registered office, if any along with contact person's name and Contact detail (Tel / Mobile & E-Mail)	
vi.	Income-tax registration number along with documentary evidence	
vii.	A) Service tax registration number along with documentary evidence B) Please also specify if you are registered with appropriate Authority under Works Contract Act, 1999. (Please provide details)	

viii.	List of clients to whom services (as per this RFP) in last 3 year provided with details of company, value of business, concerned person name & his telephone no. (Please attach full details)	
ix.	Experience / Implementation Certificate from at least two separate companies wherein the Bidder/Applicant has provided services of similar nature.	
x.	Current similar assignments on hand, if any	
xi.	Total Turnover of Company in last three financial years, i.e. Year 2014-15, 2013-2014, 2012-13	
xii.	The annual average turnover of the bidder should be more than Rs. 20 crore or equivalent in field of development of learning solutions and positive net worth in last three financial years. (i.e. 2014-15, 2013-14, 2012-13)	
xiii.	Paid up capital of the Company.	
xiv.	Details of man power for execution of services	

III. Brief Solution Details (for Objective mentioned in RFP)

S No	Particular	Response	Reference page no in the Bid Document
1	Implementation Plan		
2	Operating System		
3	Software license		
4.	Hardware		
5.	Networking equipment		
6.	Hosting		
7.	Digital Studio (ICSI will develop of its own digital studio separately)		
8	Virtual Class		
9	Webcasting		
10	User Testing & Acceptance		

11	Hand holding / Training Plan		
12	Operations and Maintenance Plan (for daily Operations & maintenance plan for 'Self Learning System & Digital Studio')		
13	Residence Engineer for maintenance of digital studio for Webcasting/Virtual class in Digital studio (CCNA Certified or equivalent and Min 2 years of experience in deploying Webcasting /Webinar/Virtual class and Audio Video solution) to be deployed in Delhi NCR.		
14	Any Other entity		

IV. Items to be provisioned by the ICSI

S No	Particular	Response	Reference page no in the Bid Document
1	Software		
2	Hardware		
3	Network		
4.	Any other		

V. Details of the similar projects executed in India

Sl. No.	Project	Project executed for (Name of the organization with address, phone numbers etc.)	Nature of work in brief	Location of the work	Actual value of the Project	Stipulated time for completion	Actual time taken for completion

NOTE: Copies of satisfactory completion certificate obtained from the client shall be enclosed. Use separate sheet for each project giving details as per the above format.

VI. Key personnel permanently employed in organization

Sl. No.	Name	Qualifications	Experience	Particulars of Project done	Employed in your firm since	Any other details

VII. Client Reference:

To be a qualified proposer, the vendor must include three (3) references with similar systems installed in vendor's proposal response. Preference will be given to vendors with references for implementations at organizations most similar to the ICSI. References will be contacted - please verify information before submitting. Information to be included in the reference is:

Particular	Response
Organization Name	
Address	
Type of Business	
Contact Person	
Telephone and Fax #s	
Dates of Installation	
Description of system	

Guidelines for preparation of Technical Proposal

Technical Proposal should comprise of the following:

A printed covering letter, on the bidding organization's letterhead with all required information and authorized representative's initials shall be submitted along with the proposal.

The technical proposal should contain a detailed description of how the bidder will provide the required services for 3 years. It should articulate in detail, as to how the bidder's Technical Solution meets the requirements specified in the RFP. The technical proposal must not contain any pricing information. In submitting additional information, please mark it as supplemental to the required response.

Proposals must be direct, concise, and complete. All information not directly relevant to this RFP should be omitted. ICSI will evaluate bidder's proposal

based upon its clarity and the directness of its response to the requirements of the project as outlined in this RFP.

The technical proposal should address the following at the minimum:

The proposal should have information specific to the ICSI Project requirement only. It should describe how the functional requirements will be translated into technical implementations, that is, it should map with the Functional Requirements Specifications.

Project Management Plan including

1. Implementation Plan (for Objective mentioned in RFP)
2. Training Plan
3. Hand holding, Operations and Maintenance Plan
4. Bill of Materials (without price) to include all Hardware & Software.
5. Detailed specifications including make, model and version of Hardware and Networking equipment.
6. The authority Letter for all products provided from the Principal manufacturer must be submitted within ten days of the award of the contract.
7. One Residence Engineer for webcasting (CCNA Certified and Min 2 yrs of experience in deploying Webcasting/Webinar/Virtual class and Audio Video solution) and one Technical coordinator for operations & maintenance on 'Self Learning Solution' to be deployed in Delhi NCR with prior approval of ICSI.
8. CVs of the key resources to be deployed
9. Bidder Local office details at each location

TECHNICAL SPECIFICATION

ICSI is interested in implementing a comprehensive Self Learning Solution for its Students. The application will be implemented in web mode with role based access to users located any Offices, Training establishments and anywhere without any restriction on number of user licenses.

The proposed software should comply with the following requirements mandatorily:

S NO	Description	Compulsive / Desirable	Response
1	System must be used without restriction of no. of user license	Compulsive	
2	Software/Product should be installed in ICSI's Data centre (i.e. in premise only. Cloud technology is not acceptable).	Desirable	
3	The System should have Menu driven facility for Backup and Restoration by Admin Team/It Team	Compulsive	
4	The System should be platform Independent	Compulsive	
5	The system should be accessible from Client PCs with Win7 and Win8.x and above	Compulsive	
6	The system should be compatible with popular browser i.e. Internet explorer (8 and above), Fire Fox,/Mozilla , Chrome etc	Compulsive	
7	The system should be accessible from Client Tabs	Compulsive	
8	The system should be accessible from Client Mobile (Android/ iOS)	Compulsive	
9	The product should be able to integrate with the other existing Systems (CS Touch, www.icsi.in)	Desirable	
10	Registration/ Secure Log-in /password reset etc	Compulsive	
11	System should maintain logs and keep a record of access of modules / virtual classes / training / assessment etc	Compulsive	
12	Alert facility through E-Mail / SMS	Desirable	

13	Facility of Virtual Classes	Compulsive	
14	Webcasting	Compulsive	
15	Implementation Plan (as described in scope of work)	Compulsive	

FUNCTIONAL REQUIREMENT

Please refer to objective mentioned in RFP

Requirements listed in the following sections are not exhaustive and complete in all respects and may undergo change during preparation of "Requirement Document". Certain requirements may be implicitly available in the product sought and hence might have been excluded from the Requirement List. Successful Bidder is required to offer the latest version of the product available and make necessary customizations as may be required after preparation of Requirement Document. The functionalities mentioned are grouped under the following categories:

S NO	Feature	Response
A	User Interface and General	
	I- Look and Feel	
1	Home Page of the User contains the User's dashboard - Profile, Picture,..	
2	Searching Required Training	
	II-E-Learning Management	
1	List of E-Books	
2	E-Books in different language	
3	Virtual Classes	
B	Administrative Interface	
	I-User Management	

	Personalize message on logging on to courses, test, webinars, Virtual Class etc.	
	Control user Registration	
	II-Feedback	
1	Feedback for virtual Classroom training and e-learning modules.	
C	Course/Class Creator/Editor Tool Content Authoring	
D	System Administrative Functionality	
E	System Integration (Mobile Apps CS Touch & existing system in institute)	
F	Built-in Assessment/Survey/Test Engine	
G	Webinar /webcasting	
H	Placing audio /Video Lectures like on youtube	

Part 'B' COMMERCIAL BID

Rates Quoted should be Net Unit Rate (Unit Price + taxes + Cartage, if any) in the INR

(Self Learning Solution for Webcasting / Webinar / Virtual Class)

SNo	Activity	Cost (Inclusive of all taxes)
1	One Time development Cost for Self Learning project (a+b+c+d+e+f+g)	
	a-Software Cost	
	b-Hardware Cost	
	c-Implementation cost	
	d-Training/manual	
	e-Hosting Charges	
	f-Any other charges (Please specify)	
	g- Manpower cost for onsite maintenance (Self Learning Solution & Digital studio for Webcasting/Webinar /Virtual Class) on normal office hours at one of the central site (one number of onsite resource)	
2	Specify entity other than above	
3	AMC/ATS-2 nd Year	
	AMC/ATS-3 rd Year	
	Total Cost	
4	Manpower per day cost to cater any additional requirements beyond the scope of Work within Warranty / AMC period.	

- Prices quoted shall be inclusive of all statutory levies, taxes, fee, rate, charges, surcharges etc. No component of cost would be paid unless the same is included specifically in the Commercial Bid.
- ALL other Taxes / Duties / levies and charges for packing, forwarding, freight, transit insurance, loading and unloading, shall be included in the Commercial Bid .
- Applicable taxes would be deducted at source, if any, as per prevailing rates
- Customization Cost (Man per day) shall be valid for a period of one year from the date of award of the contract

Declaration

- I. The undersigned certifies he/she is authorized to obligate the represented firm and further agrees with all terms, conditions, and requirements of the ICSI's RFP-for Providing Compliance Checklists of Laws applicable to Different Industry Sectors.
- II. We have no objection if enquiries are made about the work listed by us in the accompanying sheets / annexure.
- III. We agree that the decision of the ICSI in selection process will be final and binding on us.
- IV. We confirm that we have not been barred / blacklisted / disqualified by any Regulators / Statutory Body in India and we understand that if any false information is detected at a later date, the assignment shall be cancelled at the discretion of the ICSI.
- V. All the information furnished by us here in above is correct to the best of our knowledge and belief.

Place:

SIGNATURE OF THE APPLICANT

Date:

NAME & DESIGNATION

ORGANISATION

SEAL OF

**EXISTING STRUCTURE OF PAPERS OF COMPANY SECRETARYSHIP
COURSE**

Foundation Program

- Business Environment and Entrepreneurship
- Business Management Ethics and Communication
- Business Economics
- Fundamental of Accounting and Auditing

Executive Program

1. Module I
 - Company Law
 - Cost and Management Accounting
 - Economic and Commercial Laws
 - Tax Laws and Practice
2. Module II
 - Company Accounts and Auditing Practices Capital Markets and Securities Laws
 - Industrial, Labour and General Laws

Professional Program

1. Module I
 - Advanced Company Law and Practice
 - Secretarial Audit, Compliance Management and Due Diligence
 - Corporate Restructuring, Valuation and Insolvency
2. Module II
 - Information Technology and Systems Audit
 - Financial, Treasury and Forex Management
 - Ethics, Governance and Sustainability
3. Module III
 - Advanced Tax Laws and Practice
 - Drafting, Appearances and Pleadings

One Elective Subject out of the following

- Banking Law and Practice
- Capital, Commodity and Money Market
- Insurance Law and Practice
- Intellectual Property Rights - Law and Practice
- International Business-Laws and Practices



Draft Standard terms and condition of Agreement**Forfeiture of Security Deposit and Invoking of Bank Guarantee**

ICSI shall have the right to invoke the Bank Guarantee and to forfeit the security deposit if the Service Provider contravene or breach any of the terms and conditions of the Agreement or if the Service Provider withdraws or amends, impairs or derogates from Agreement or fails to execute the work as per the Agreement or fails to deliver the satisfactory performance during the period of Agreement.

IICSI shall also have the right to invoke the Bank Guarantee and to forfeit the security deposit and to adjust the damage or loss caused to the ICSI due to the negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the Service Provider or its staff / employee / agent / representative.

Whenever under Agreement any sum of money is recoverable from and payable by the Service Provider, the ICSI shall have right to recover such sum by appropriating in part or in whole from the security deposit / bank guarantee of the Service Provider. In the event of the security deposit / bank guarantee being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Service Provider or which at any time thereafter may become due to the Service Provider under this or any other Agreement with the ICSI. If this sum is not sufficient to cover the full amount recoverable, the Service Provider shall pay the ICSI on demand the remaining amount.

Compliances of Law

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

B. The Service Provider shall indemnify and hold ICSI harmless at all times from and against any liability, penalty, cost or expense suffered or incurred as a result of the Service Provider failing to comply with any law, or regulation, or such permit or license relating to any part of the Services.

Payment of Taxes

A. The Service Provider shall be responsible for and shall pay all taxes, duties, assessments or other charges of any kind or nature whatsoever levied by any government or governmental body on or in connection with the Services including without limitation all statutory levies, taxes, fee, duties, rate, charges, surcharges etc. and any other tax ("taxes") levied on service provided by the Service Provider. ICSI may withhold from payments due to the Service Provider any amounts required with respect to the aforementioned taxes and to remit the same with the relevant authorities, in case of failure on the part of the Service Provider.

Intellectual Property Rights

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

Indemnity

a. the Service Provider shall be solely liable for and shall indemnify ICSI, its officers, servants, employees and agents against all liabilities, losses, claims and expenses of any nature whatsoever arising from any personal injury or illness (including death) of any nature whatsoever and any penalty, loss, damage or destruction to any property whether real or personal where such liability arises out of or in connection with the rendering of the Services under the Agreement whether under common law, under statute or otherwise. The Service Provider further covenants and agrees to indemnify and keep at all times indemnified the ICSI against any loss or damage that the ICSI may sustain directly or

indirectly as a result of the failure or negligence of the Service Provider or its employees to faithfully carry out its obligations under Agreement and further to pay for all losses, damages, costs, charges and expenses which the ICSI may reasonably incur or suffer and to indemnify and keep indemnified the ICSI in all respects.

b. The indemnifying party shall be granted immediate and complete control of any claim of indemnity and the indemnified party shall not prejudice the indemnifying party's defence of the claim.

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

FORCE MAJEURE

The Parties shall not be liable for any failure to perform, any of its obligations under the Agreement if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

"Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

Confidentiality of Information

a. During the term of the Agreement and thereafter, any disclosing party's Confidential Information received by the receiving party, under and by virtue of the Agreement, shall be maintained in the strictest confidence and trust and shall not be disclosed to a third party without the prior written consent of the disclosing party, unless such information is required to be disclosed in pursuance of the order of a competent court, tribunal or other regulatory authority exercising valid jurisdiction, in which case the party required to make the disclosure shall promptly

notify the other Party in writing of such disclosure. For purposes of this agreement "Confidential Information" means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and / or (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

b. Any software / hardware material, product specifications, financial information, documents covered under Agreement shall be confidential information and deemed to be in private domain and it shall not be made public or shared with any other party without the prior written consent of the ICSI.

c. Provided that upon the expiration, cancellation, or termination of Agreement, each party shall, upon the written request of the other party, return or destroy, to the satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.

Genuine Software

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

Blacklisting

The ICSI may by notice in writing and after giving an opportunity of being heard, blacklist the Service Provider for suitable period in case Service Provider fails to discharge its obligation under 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 the Service Provider or by its staff or agent.

Governing Law

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

Dispute Resolution:

Any dispute, difference, controversy or claim ("Dispute") arising between the Parties out of or in relation to or in connection with Agreement, or the breach, termination, effect, validity, interpretation or application of this Agreement or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorised official of the parties. If, for any reason, such Dispute cannot be resolved amicably by the Parties, the same shall be referred to the sole arbitration of the Chief Executive of the ICSI of Company Secretaries of India or any other person appointed by him as Sole Arbitrator. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force will be applicable to the arbitration proceedings. The venue of the arbitration shall be at New Delhi. The cost of the Arbitration proceedings shall be shared equally by both the parties. The language of the arbitration and the award shall be English. The decision / award of the arbitrator shall be final and binding.

Independent Agreement & Relationship between the Parties

The relationship of the Service Provider to ICSI under this Agreement shall be that of an independent Contractor. The acts/ performance and actions taken by either party in furtherance of their respective activities of operation shall not bind the other except to the extent provided under Agreement. The acts performed and action taken by either party that do not fall under the Agreement shall have binding effect on the other to the extent they are reduced to writing and the prior consent of the other party is obtained.

Non-Exclusive Agreement

The Agreement between the ICSI and the Service Provider is a non-exclusive agreement. The ICSI shall be free to enter into any such agreement with any other Service Provider during currency or the extended currency of Agreement.

Complete / Entire Agreement:

The Agreement, its Attachments, if any, and the documents specifically referred herein constitute the complete Agreement between the Parties and

replace any written or oral Agreement or understanding with respect to the subject matter. Changes, amendments or interpretations of the Agreement shall be valid only if they are in writing and signed by both parties, except that each Party may make a change of domicile or change of the name of the person to whom notifications shall be sent. This notification shall be made through a written document to the other Party to the Agreement.

Non Waiver:

Failure to exercise by either party of any right under the Agreement in one or more instances shall not constitute a waiver of those rights in another instance. Such waiver by one Party of any of the rights established herein shall not be considered as a waiver of another right established herein. A provision or right under the Agreement shall not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by all the parties.

Representations and Warranties

The Parties represent and warrant that they have relevant authority and permission under the applicable laws/ rules/ notifications or by virtue of the order/ instruction/ directive from the relevant authority to enter into this Agreement.

Severability

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

Assignment & Sub-Letting

Neither party shall assign or sub-let any of its rights and obligations hereunder whether in whole or in part without the prior written consent of the other. However, nothing in the foregoing shall be affected in the event of there being a merger, amalgamation or takeover of the business/ management of a party. In such an eventuality all the rights and obligations shall automatically be vested with the entity with which such party has been merged or is taken over.

Notices & Notifications:

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

Alteration and Modification

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

TERMINATION

Either party may terminate this Agreement by giving a _____ months' notice in writing to the other party for termination of agreement.

The ICSI without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving _____ days' 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.

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.

Precedence:

In the event of any ambiguity or doubt or dispute on the terms and conditions applicable, the order of precedence for the purposes of resolving such ambiguity, doubt or dispute shall be:

- (1) This Agreement
- (2) The Attachments (if any)
- (3) The Work Order (if any)
- (4) The RFP

Jurisdiction of Courts:

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