



**THE INSTITUTE OF
Company Secretaries of India**

भारतीय कम्पनी सचिव संस्थान

IN PURSUIT OF PROFESSIONAL EXCELLENCE

Statutory body under an Act of Parliament

(Under the jurisdiction of Ministry of Corporate Affairs)

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

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

Tender No. Purchase (CSEET)/2024-25/84

Date: 13.03.2024

Tender for engagement of competent Service Provider for conducting Computer-Based CS Executive Entrance Test (CSEET) of The Institute of Company Secretaries of India on Turnkey Basis (Including Developing Question Bank, Enrolling Candidates, Preparing Sample Questions, Establishing Test Centre's, Conducting Computer Based Test, Result Processing and Declaration thereof).

Important Date & Information

S.No.	DESCRIPTION	PARTICULARS
1	Tender Publication Date	13 th March, 2024
2	Last date and time for Sending Pre-Bid Queries in writing	20 th March, 2024 by 2:00 PM All queries have to be sent at following email ids: ashvini.srivastava@icsi.edu
3	Cost of Tender	Rs.1,180/- (Rs. 1,000/- + Rs. 180/- for 18% GST) (Rupees One Thousand One Hundred Eighty Only)
4	Earnest Money Deposit	Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only)
5	Pre-Bid Meeting date, time & venue	22 nd March, 2024 at 2:00 PM Venue: ICSI House, C-36, Sector-62, Noida – 201 309 (U.P.) or any other location as notified.
6	Bid Validity	270 days from the date of opening of Technical Bids.
7	Last Date of Submission of Bids	4 th April, 2024 by 2:00 PM
8	Address for submission of Bids	The Secretary, The Institute of Company Secretaries of India ICSI House, C-36, (Ground Floor: Tender Box of Dte. of Purchase) Sector-62 Noida -201 309 The envelope shall be super scribed as "Tender for engagement of competent Service Provider for conducting Computer-Based CS Executive Entrance Test (CSEET) of The Institute of Company Secretaries of India on Turnkey Basis (Including Developing Question Bank, Enrolling Candidates, Preparing Sample Questions,

		Establishing Test Centres, Conducting Computer Based Test, Result Processing and Declaration thereof)."
9	Date, time & Venue of opening of Technical Bids.	4 th April, 2024 at 3:00 PM Venue: ICSI House, C-36, Sector-62, Noida – 201 309 (U.P.) or any other location as notified.
10	Date, time & Venue of opening of financial bids.	To be intimated at a later stage, only to the technically qualified bidders.
11	Contact details for any query	Shri A K Srivastava Joint Secretary Dte. of Purchase & Stores, ICSI Tel. No. : 0120-4082109 E-mail id : ashvini.srivastava@icsi.edu The Institute of Company Secretaries of India C-36, Sector-62, Noida – 201 309
12	Institute's Website	www.icsi.edu

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





**THE INSTITUTE OF
Company Secretaries of India**

भारतीय कम्पनी सचिव संस्थान

IN PURSUIT OF PROFESSIONAL EXCELLENCE

Statutory body under an Act of Parliament

(Under the jurisdiction of Ministry of Corporate Affairs)

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

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

Tender No. Purchase (CSEET)/2024-25/84

Date: 13.03.2024

Tender for engagement of competent Service Provider for conducting Computer-Based CS Executive Entrance Test (CSEET) of The Institute of Company Secretaries of India on Turnkey Basis (Including Developing Question Bank, Enrolling Candidates, Preparing Sample Questions, Establishing Test Centre's, Conducting Computer Based Test, Result Processing and Declaration thereof).

About ICSI:

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

The Institute has four Regional Offices (ROs) at New Delhi, Kolkata, Mumbai & Chennai, Center for Corporate Governance Research & Training (CCGRT) at Mumbai, Hyderabad & Kolkata. The Institute has multiple chapter offices, spread across India.

The Institute proposes to procure the services of a competent Service Provider for Conduct of Company Secretary Executive Entrance Test (CSEET) (Computer-based) as end-to-end solution on turnkey basis for its candidates as stated in the tender document.

Sealed tenders are invited from competent Service Provider for conducting Computer-Based Company Secretary Executive Entrance Test (CSEET) of The Institute of Company Secretaries of India on Turnkey Basis (Including Developing Question Bank, Enrolling Candidates, Preparing Sample Questions, Establishing Test Centres, Conducting Computer Based Test, Result Processing and Declaration thereof) as per details given in the Part A & B. The terms and conditions governing the instant Tender are as under:

DEFINITIONS

- i) The "ICSI" / "Institute" means THE INSTITUTE OF COMPANY SECRETARIES OF INDIA, New Delhi.
- ii) The "Contract" means Agreement executed between the ICSI and successful bidder for conducting Computer-Based Company Secretary Executive Entrance Test (CSEET) of The Institute of Company Secretaries of India on Turnkey Basis (Including Developing Question Bank, Enrolling Candidates, Preparing Sample Questions, Conducting Mock Tests, Establishing Test

- Centres, Conducting Computer Based Test, Result Processing and its declaration).
- iii) "Bidder" or "Tenderer" means the agency/firm that is engaged in the business of conducting Computer-Based Test (CBT) and applies in response to this notice inviting RFP.
 - iv) "Vendor" means the successful bidder who is engaged by ICSI as competent Service Provider for conducting Computer-Based CS Executive Entrance Test (CSEET) of The Institute of Company Secretaries of India on Turnkey Basis (Including Developing Question Bank, Enrolling Candidates, Preparing Sample Questions, Mock Tests, Establishing Test Centres, Conducting Computer Based Test, Result Processing and its declaration) through this tender process by entering into the contract with the ICSI.
 - v) The words "Bid", "RFP", "Quotation", "Tender" to be read intra alia and the words have been used inter-changeably. Therefore, the words may be understood and interpreted correctly as may be best applicable.
 - vi) The words "Contract", "Agreement", "Order" to be read inter alia and the words have been used inter-changeably. Therefore, the words may be understood and interpreted correctly as may be best applicable.
 - vii) "Party" means ICSI or Vendor individually and "Parties" shall mean ICSI and Vendor collectively.
 - viii) "Letter of Intent" means the communication of the intention of the ICSI to the vendor for the award of work to be read with tender documents.
 - ix) "Work Order" means the order placed by the ICSI to the vendor signed by the authorized officer of ICSI including all attachments and appendices thereto and all documents incorporated by reference therein. Work order along with the Letter of Intent if any and tender documents and the agreement constitutes the contract.

The Institute proposes to procure the services of a competent Service Provider for Conduct of CS Executive Entrance Test (CSEET) (Computer-based) as end-to-end solution (Including Developing Question Bank, Enrolling Candidates, User Manual, Glimpses of Mock Test and Sample Questions, Mock Test, Establishing Test Centres, Conducting Computer Based Test, Result Processing and declaration thereof) as per the instructions of the Institute for its candidates and integration of data currently in use in the Institute. The vendor will also process and declare the result, issue e-result cum marks statement with Security features in approved format and any other activity as per the scope of work mentioned in this document.

As per ICSI New Syllabus 2022 or any other syllabus or any other amendment therein, as decided by ICSI from time to time (examination to be conducted from July 2024 onwards), CSEET is to be conducted in MCQ pattern. There will be only one examination of maximum 200 marks, consisting of 04 (four) parts viz.

- a) Business Communication (50 marks),
- b) Legal Aptitude and Logical Reasoning (50 marks),
- c) Economic and Business Environment (50 Marks),
- d) Current Affairs and Quantitative Aptitude (50 marks).

Duration: Two Hours (Total for all the four Parts)

Mode of Examination:



Computer based examination at designated centers or remote proctor mode or any other as decided by the Council of Institute time to time.

Apart from CSEET, vendor will also be required to conduct several online competitions for CS Students time to time [viz. GK Quiz, Company Law Quiz, Constitution Day Quiz etc.]. In such cases, no proctoring required. In some quizzes, only one round will be conducted, but in some other quizzes, there may be Preliminary Round, Semi Final Round & Final Round etc. also as decided by the Institute from time to time. For such competitions, vendor will also be required to register students interested to appear in such competitions. Vendor is required to submit quote for such competitions also @ rate per student per competition for all the rounds together (all services inclusive).

The proctored/ remote proctored mode of examination system will be used by ICSI also for other examinations like PMQ Course online assessment etc. The Question bank and answer key for such examinations will be provided by ICSI. All other modalities will be similar to CSEET.

If for any reason if any candidate cannot appear and / or complete the CSEET, vendor will also be required to conduct repeat test for those candidates, separately as per instructions of ICSI (this clause is not applicable in case of centre/lab-based exam). In case of repeat test, billing will be done on the basis of total number of candidates scheduled to appear in the repeat test.



PART: 'A'

Instruction to the bidders:

1. The tender document can be downloaded from **13th March, 2024 to 4th April, 2024** (till 02:00 PM) from the website of the Institute (www.icsi.edu) for which bidder would be required to enclose a demand draft of **Rs.1,180/- (Rs.1,000/- + Rs.180/- for 18% GST)** (non-refundable) from any of the scheduled bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi.. The bidder can also make online payment of **Rs.1,180/- (Rs.1,000/- + Rs.180/- for 18% GST)** by using following online link: "<https://apps.icsi.edu/TenderApp/>" and enclose the receipt of online payment generated by the system towards the cost of the tender document with the bid. The bidder who fails to submit the cost of the tender document with the bid, their bid shall not be considered for evaluation and no further communication shall be entertained in this regard. If any discrepancies found in the downloaded version of the tender document, the latest version of the tender document published by the ICSI through website notification at **Institute's website: www.icsi.edu/tenders** will be treated as authentic and correct.

Note: The bidders having valid registration with NSIC/MSME may avail exemption from submission of tender fee but must enclose valid NSIC / MSME certificate/document in envelope No. 1 instead of tender fee demand draft.

2. Earnest Money Deposit (EMD)

- (a) Every bidder has to make a deposit of Earnest Money (EMD) of **Rs.1,50,000/- (Rupees One Lakh and Fifty Thousand Only)** by way of demand draft of any scheduled bank drawn in favour of "The Institute of Company Secretaries of India, payable at New Delhi". The bidder can also make online payment of the EMD using following online link: "<https://apps.icsi.edu/TenderApp/>" and enclose the receipt of online payment generated by the system with the bid. Incomplete bids and the bids not accompanied with earnest money shall not be entertained and shall be rejected summarily. The EMD of the successful bidder can either be converted as part of the performance security on request of the bidder or will be refunded after receipt of Performance Guarantee/Security. In case the selected bidder/vendor opts to convert the EMD to be part of the performance security, balance amount towards the performance security is to be submitted by the selected bidder / vendor with the ICSI in the form of bank guarantee from scheduled bank within seven (07) days of issue of work order but before execution of the agreement. The EMD of the unsuccessful bidders will be refunded without any interest/Bank commission/collection charges within 30 days after award of the contract / work order to the successful bidder. The balance of the performance security amount can also be submitted through demand draft issued from any of the scheduled bank drawn in favour of "THE INSTITUTE OF COMPANY SECRETARIES OF INDIA" payable at New Delhi.

Note: The bidders having valid registration with NSIC/MSME may avail exemption from submission of EMD but must enclose valid NSIC / MSME certificate/document in envelope No. 1 instead of EMD demand draft.

(b) Forfeiture of EMD:

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

- i. the bidder withdraws its bid;
- ii. the selected bidder delays or does not accept the Purchase / Work Order;



- iii. the selected bidder fails to supply goods / services as per the terms of the Tender or fails to execute Purchase / Work Order.
 - iv. any other justified reasons e.g. misleading or wrong information in the Bid, violation of the terms and conditions of the Tender, involvement in forming ring/cartel, rigging, submission of multiple bids in different names, etc.
- (c) Sealed Bids addressed to the Secretary, The Institute of Company Secretaries of India be sent at the Institute's address in the prescribed manner mentioned herein below, duly accompanied with, three separate sealed envelopes, one for (i) EMD, Tender Cost and "Technical Bid" (Annexure- A, B) is to be put in **envelope No. 1** (please mark the envelope as "**No.1 – EMD, Tender Cost, Technical bid**") and for (ii) "Financial Bid" (Annexure-D) is to be put in **Envelope No. 2** (Please mark the Envelope as "**No.2 – Financial Bid**") and (iii) "Supporting documents for Eligibility Criteria" is to be put in **Envelope No. 3** (Please mark the Envelope as "Supporting documents for Eligibility Criteria"). All the sealed envelopes bearing No. 1, 2 and 3 as mentioned above are to be put in main envelop i.e. Envelope No. 4, sealed and the envelope is to be superscripted "**Tender for engagement of competent Service Provider for conducting Computer-Based CS Executive Entrance Test (CSEET) of The Institute of Company Secretaries of India on Turnkey Basis (Including Developing Question Bank, Enrolling Candidates, Preparing Sample Questions, Establishing Test Centre's, Conducting Computer Based Test, Result Processing and Declaration thereof), Tender No. Purchase (CSEET)/2024-24/84 dated 13th March, 2024**" either by Registered Post/Speed Post or by dropping in the tender box of Dte. of Purchase placed at Ground Floor of ICSI's Noida Office & should reach **on or before 4th April, 2024 by 2:00 PM:**

The Secretary,
The Institute of Company Secretaries of India
ICSI House, C-36, (Ground Floor: Tender Box of Dte. of Purchase)
Institutional Area, Sector-62
Noida -201 309

All supporting documents / declaration / certificates must be signed by the bidder's authorised representative.

- (d) The Institute shall not be liable for any transit delays whatsoever and Tenders received after the stipulated time/date shall not be entertained. Bid/Application received through e-mail / fax shall not be entertained.
- (e) **PRE-BID MEETING:** the pre bid meeting will be held on **22nd March, 2024** at ICSI Noida Office: C-36, Sector-62, Noida- 201309 **at 2:00 PM** or any other location as notified. Any clarification sought on the tender may be discussed on the pre bid meeting.
- (f) The Technical Bid will be opened on **4th April, 2024 at 3:00 PM** in the Institute's Office in the presence of Bidders or their authorized representative(s), who wish to be present on the scheduled date and time of opening the tender and there will be no separate communication in this regard. In the event of due date being a closed holiday or declared Holiday for Government offices, the due date for opening of the bids will be the following working day at the appointed date, time and venue.
- (g) The proposals given in the tender should remain valid for 270 days from the date of opening of Technical Bids.



3. DETAILS REGARDING CONDUCT OF CS EXECUTIVE ENTRANCE TEST (CSEET)

- (a) Background: Passing of CS Executive Entrance Test (CSEET) is mandatory qualifying test for all candidates desirous of registering for Executive Programme Stage of CS Course, except a few exempted categories of candidates.
- (b) Pattern: The Institute shall conduct CS Executive Entrance Test (computer based) for its candidates based on Multiple Choice Question pattern for testing the skills as per the requirement of syllabus. There will be only one examination of maximum 200 marks (or as decided by ICSI from time to time), consisting of 04 (four) parts/papers (or as decided by ICSI from time to time). Each part/paper shall contain objective type multiple choice questions having one or more marks each with four options with one correct answer. The duration of the Test shall be 120 minutes (or as decided by ICSI). Details pertaining to design and pattern, types, difficulty level of questions, answers to the questions and evaluation, and other examination methodologies shall be got approved from the Institute by the vendor beforehand and the same shall be revised for each exam session. The Mode of Examination will be Computer based examination at designated centres or remote proctored mode (as decided by ICSI).
- (c) Presently validity of passing CSEET for obtaining admission as student of CS Executive Programme is one year from the date of declaration of the result. However, validity period may vary, as decided by Council of Institute time to time, which has to be given effect in the system as instructed by ICSI.
- (d) The Test has to be conducted as follows:
- Test in MCQ pattern of 120 Minutes duration (or as decided by ICSI) shall be conducted at designated Test Centres through CBE mode or it may also be conducted through online remote proctored mode,
 - The final score will be computed by adding the marks secured by candidates in full test on 200 marks (or as decided by ICSI) covering all parts/papers.
 - If it is conducted through centre based physical mode of CBT pattern, there shall be multiple test centres in each city to ensure that the test is conducted on a single day for all the registered candidates
- (e) The CS Executive Entrance Test has to be conducted in various Cities across India and overseas Centre (presently at Dubai) as decided by the Institute from time to time. Presently, the Institute conducts examinations in 125 cities across the country. Institute reserve its rights to increase or decrease or to include or exclude any city as its examination centre for CSEET. The selected Vendor through this tender shall be required to conduct CSEET at all cities/ examination centres as decided by the Institute from time to time, if exam is conducted through center based mode.
- (f) Frequency of the Test
The Test may be held four times in a year or as decided by ICSI as per the Timetable. Tentative schedule is indicated hereunder.

Month of Examination	Period During which candidates can register for CSEET	Date of exam for CSEET	Last Date for Declaration of Results	To align with next cut-off date of registration in CS Executive Program



May	16 December to 15th April	On Saturday/Sun day in 1 st /2 nd week of May	By 3 rd /4 th week of May	31st May (for appearing in both modules of Executive Program in December session in same year)
July	16 th April to 15th June	On Saturday/Sun day in 1 st /2 nd week of July	By 3 rd /4 th week of July	31st July (for appearing in single module of Executive Program in December session in same year)
November	16 th June to 15th Oct	On Saturday/Sun day in 1 st /2 nd week of November	By 3 rd /4 th week of November	30th Nov (for appearing in both modules of Executive Program in June session in next year)
January	16 th October to 15th Dec	On Saturday/Sun day in 1 st /2 nd week of January	By 3 rd /4 th week of January	31st Jan (for appearing in single module of Executive Program in June session in same year)

(g) The result shall be declared on immediate basis on a pre-determined date after conduct of computer-based exam.

(h) Registration Fees

The Registration Fee per candidate and other requirements for appearing in CSEET shall be decided by the Institute from time to time. The selected vendor has to develop an Online Portal for collection of fees, using Institute's payment gateway so as the fees is directly credited to the Institute's account. The same is to be integrated with ICSI System. ICSI also reserves its right to carry out registration of student for the CSEET, through its in-house team. If ICSI carries out registration through its in-house team, the payment for the registration process will not be made to the vendor. If the registration process is carried out through the vendor, the vendor will ensure, that the candidates' data is not shared with any third party as well as it is not leaked to any other party in any manner. It is also the responsibility of the vendor, that the vendor/its employees/agents etc, as engaged by the vendor for execution of the contract, do not use the candidate's data for any other purpose except for the purpose as required in this tender document. In any case, the vendor will be solely responsible for the protection of privacy and confidentiality of the data of the candidates.

The concession in fees **for registration and CSEET examination** shall be applicable to various categories of candidates (SC/ST, Physically Handicapped, etc.) as per details given below:

Category	Concession
SC/ST	50%
Physically Handicapped	50%
ICLS Officers, Officer & staff of MCA and affiliated offices (NCLT, SFIO and CCI)	100%



Students from North East States, Andaman & Nicobar, Lakshwadeep, Himachal Pradesh	50%
Students from Union Territories of Jammu & Kashmir and Ladakh	100%
ICSI Staff and Wards / Spouse of ICSI Staff	75%
Any Other Category to be informed by the Institute from time to time	X%

(i) Eligibility of Candidates and Exemptions from CSEET

Eligibility for appearing in CSEET: Candidates appearing / or have passed Class 12th shall be eligible for appearing in the CSEET. However, Institute may change, amend the eligibility criteria for appearing CSEET as and when required.

Exemption to candidates from appearing in CSEET: Following candidates are exempted from appearing in CSEET:

- Candidates who have passed CS Foundation Programme of the Institute,
- Candidates who have passed Final Examination of the Institute of Chartered Accountants of India,
- Candidates who have passed Final Examination of Institute of Cost Accountants of India
- Graduates (having minimum 50% marks aggregate)
- Postgraduates
- or any other examinations as approved by the Institute from time to time.

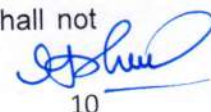
(j) Passing Criteria

A Minimum of 40% marks in each part/paper and 50% marks in Aggregate, or as decided by ICSI.

There will be no negative marking.

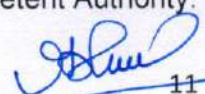
Note: - ICSI may change/modify the date, time duration, marking criteria part/paper wise number of questions, part/paper-wise maximum marks, passing criteria and other modalities and frequency of CSEET as per its requirement from time to time.

- ICSI shall have the right to assess the competencies and capabilities of the bidder by going through the credentials given in the Technical Bid and on the basis of such credentials, ICSI may reject the candidature of the bidder without assigning any reason. In such case(s) the Financial Bid shall not be opened for that particular bidder. The Financial Bid of only those bidders who qualify in the technical scrutiny shall be opened and time and date for opening the Financial Bid shall be communicated separately.
- The GST has rolled out with effect from 01.07.2017. For implementation of GST in ICSI, bidders who have not migrated to or registered with GST regime will not be eligible to participate in any tender of the Institute. Any offer received from the bidder without GST registration details will be summarily rejected.
- ICSI may call for any additional documents, from the participating bidders during the technical evaluation process to establish their eligibility. ICSI may also call for further technical clarification on the proposals submitted by the bidders.
- ICSI reserves the right of accepting the bid in whole or in part without assigning any reason and such decision shall be final and binding. The part acceptance of the bid shall not



violate the terms and conditions of the tender documents and the bidder shall execute the work at the specified rates without any extra charges or compensation within the stipulated period.

8. Incomplete bids shall be rejected outrightly. No alterations, amendments or modifications shall be made by the Bidder in the Tender documents and if any such alterations are made or any special conditions attached, the bid shall be liable to be rejected at the discretion of the ICSI without reference to the bidder. Tempering with any format given may be liable for rejection / disqualification of the bids. Correction and overwriting anywhere in the tender document should be avoided. Every correction and overwriting must be authenticated with full signature of the bidder, otherwise the tender is liable to be rejected. Decision of ICSI on such corrections, overwriting, authentications shall be final and binding on the concerned bidder. Please note that all the information as desired needs to be provided. Incomplete information may lead to rejection of Bid.
9. Each Bidder acknowledges and accepts that ICSI may at its absolute discretion apply selection criteria specified in the tender document for evaluation of proposals for short listing / selecting the eligible vendor(s). All Bidders on responding to ICSI for this tender will be deemed to have accepted the terms of this tender document. Non acceptance of any of the terms & conditions as stated in Tender document and non-submission of the stipulated Earnest Money Deposit (EMD) shall render the Bid invalid. Only bidders whose Infrastructure/Technical experience particulars as stated in tender are determined to be in consonance with Institute's requirements shall be considered further in the Tender Evaluation Process.
10. The Bidder who was awarded any contract in the past by the Institute but terminated during the contract period due to unsatisfactory performance will not be eligible /considered to participate in this tender. Also, a bidder who was awarded any contract earlier but refused to continue the contract/refused to sign the agreement as given by the Institute will not be eligible to participate in this tender. In the interest of the Institute, any service provider who has served the Institute for similar service in last three years, may be placed for cooling off.
11. The acceptance of tender shall rest with the ICSI. The Institute reserves the right to accept or reject any or all the tenders including the lowest tender(s) without assigning any reason at its sole discretion and the decision of the Institute will be final and binding on all concerned. Non acceptance of any bid shall not make the ICSI liable for compensation or damages of any kind. ICSI further reserves the right to accept a bid other than the lowest or to annul the entire bidding process with or without notice or reasons. Such decisions by ICSI shall be final and bear no liability whatsoever consequent upon such decisions.
12. The ICSI may at any time during the bidding process but before opening the technical bid and or the financial bid, request the bidders to submit revised technical / financial bids and/or supplementary financial bids, in case of change in Scope of Work, without thereby incurring any liability to the affected bidder or bidders.
13. The ICSI reserves the right to discuss on the commercials with the qualified Bidder(s) and seek revised commercial bid through a process as approved by the Competent Authority.



11

14. In order to afford prospective Bidders a reasonable time to take the amendment into account in preparing their bids, ICSI, at its discretion, may extend the deadline for the submission of bids suitably.
15. The Bidders are expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of their bid and will be at the bidder's own risk.
16. Any effort by the bidder to influence ICSI in the scrutiny, evaluation, ranking of proposals and recommendation for award of contract may result in rejection of the bidder's proposal.
17. The bids prepared by the Bidders, as well as all correspondence and documents relating to the Bid exchanged between the Bidders and the ICSI shall be in English.
18. All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns. Such separate documents shall be chronologically placed at the end of the prescribed bid. If information is 'nil' it should also be mentioned as 'nil' or 'no such case'. If, any particulars/query is not applicable in case of the bidder/s, it should be stated as 'not applicable'. However, the bidder/s are cautioned that not giving complete information as called for in the bid forms or not giving it in clear terms or making changes in the prescribed forms or deliberately suppressing the information may result in the bidder(s) being summarily disqualified. The Bids received after the prescribed time/date shall not be entertained.
19. The bid should be submitted in legible printed form. The bidder should sign on each page of the bid. Overwriting should be avoided. The correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. References, information and certificates from the respective clients certifying suitability or capability of the bidder should be signed by an officer not below the rank of Director/General Manager/Company Secretary/Chief Financial officer or equivalent.
20. The Bidder must not have any pending litigation in which the bidder was involved during the last five years.
21. The sealed tenders are to be submitted for the performance of the project in reference to the Scope of Work specified in this tender document as per the information sought in on the bidder's business letter head duly stamped, signed and dated on each page as unconditional acceptance to the terms prescribed by the Institute in the tender document. Details/supporting documents wherever applicable, if attached with the tender should be fully authenticated by the bidder. No over-writings/cuttings shall be accepted unless authenticated with full signature of the bidder. Decision of the Institute shall be final on authenticity of any over-writing/ cuttings in the tender. Incomplete bids received shall not be entertained.
22. Previous experience of successful conduct of Computer Based Test and processing of results at all India level examining bodies will be given preference.
23. The Institute during the technical evaluation can seek detailed references from the client details provided by the bidder. The bidder should give the name and designation of the contract person to whom reference can be made by Institute.



24. At any time prior to the last date for receipt of Bids, the ICSI, may, for any reason, whether at its own initiative or in response to a clarification requested by the Bidders, modify the Tender by issuing an addendum/corrigendum. Any such amendment issued along with the original Tender document will constitute Revised Tender. The addendum/corrigendum will be uploaded on the ICSI website. The Bidders are requested to visit the website frequently to check for any addendum/corrigendum. The decision of ICSI on the need for any modification shall be final and binding on all. In order to afford prospective bidders reasonable time to take the Corrigendum into account in preparing their bids, ICSI may, at its discretion, extend the deadline for submission of bids. Any Corrigendum, Clarifications etc. shall be binding on the Bidders and shall be given due consideration by them while they submit their bids.
25. 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 One day) as specified by 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.
26. Bidders have to Bid for both the parts i.e Option A (CBT at Centre) and Option B (Remote Proctored CBT). Any bid submitted only for one option will be summarily rejected.
27. All pages of the tender are to be signed and stamped by the bidders and must be submitted with the bid, as acceptance of the tender document. Please submit the duly filled in signed Declaration & acceptance of Terms and conditions as an affidavit duly notarized signed by the any of the director/partner of the bidder, as per the proforma enclosed in **Annexure – C**.
28. This Tender does not commit ICSI to award a contract. Further, no reimbursable cost may be incurred in anticipation of award. The bidder shall bear all costs associated with the preparation and submission of its bid, and ICSI will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the bidding process. No binding legal relationship will exist between any of the Bidders and ICSI until execution of a contractual agreement.
29. In the interest of the Institute, ICSI at its discretion may include or exclude any bidder who has served/worked for the ICSI by executing any similar contract through tender/RFP in recent past. Such inclusion or exclusion of bidder shall be decided during technical evaluation of the bids of this tender process.

30. Eligibility Criteria

The bidder must possess the requisite infrastructure, experience, strength and capabilities in providing the services necessary to meet the requirements, as described in the tender document. The bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully conduct the CSEET sought by the ICSI. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the tender document. The invitation to bid is open to all bidders who qualify the eligibility criteria as given below. Any deviation from the eligibility criteria may attract bid disqualification. Eligibility criteria and Mandatory requirement supporting documents are the part of technical proposal:

The bidder should meet the following Minimum eligibility criteria:



Essential Requirements		
S. No.	Minimum Eligibility Criteria	Documents to be submitted
1.	Bidder must be a Government Undertaking or a company incorporated in India under the Companies Act, 2013 or companies incorporated under erstwhile Company Act or LLPs.	Copy of Certificate of Incorporation issued by Registrar of Companies and MOA and AOA duly certified by authorised signatory.
2.	Power of Attorney / Authorization letter is to be submitted in favour of the person, who is signing and submitting the tender on behalf of the bidder.	Certificate from authorised signatory by Board or CEO/MD/Company Secretary.
3.	The average of annual turnover of the bidder for the last 3 years (FY 2022-23, 2021-22, 2020-21) should be above Rs.25 crore of which the average turnover from Computer Based Test business (Group turnover will not be accepted) should be at least Rs. 5 crores.	Copy of the audited Annual Reports and Certificate issued by Chartered Accountant.
4.	<p>Bidder should have experience of conducting Computer Based Test for the last 5 years with experience of handling a minimum of 80,000 candidates per year at all India level for last 3 years with a minimum of 20,000 candidates in one sitting at least in one case.</p> <p>Bidder experience should cover activities like development of question bank, enrolment of examinees, application processing, payment gateway, admit card uploading, computer-based Test delivery & administration, result processing and its declaration in last 3 years.</p>	Copy of Order and/or certificate of completion of the work.
5.	Bidder must be making operating profit in the last 3 years of operations	Copy of the audited Annual Reports
6.	IPR of the Computer Based Test Software must be owned by the Bidder	Certificate from the CEO/MD/ authorised signatory.
7.	Bidder should have in-house software Certificate from the development division and an in-house quality Company Chief Assurance and product testing team with a robust quality management process that are followed to test and certify the system used in conduct of Test.	Certificate from the CEO/MD/ authorised signatory.
8.	Bidder should have sufficient number of Software developers, technical employees and Test Administrators for the Smooth conduct of Computer Based Test	Certificate from the CEO/MD/ authorised signatory covering the list of resource persons with designation as available with the bidder and as would be available for the Institute's assignment under this Tender document.
9.	The Bidder should have necessary hardware, software networking and security with their dedicated Test Centres (own and/ franchise) with adequate Infrastructure facilities across all Indian Cities for CSEET.	List along with address and seating capacity of each Test centre (Own centres and franchise centres separately) signed by the CEO/MD/ authorised signatory.
10.	The Bidder should have necessary arrangements to conduct CSEET for Divyangjan candidates.	Certificate from the CEO/MD/ authorised signatory.


11.	Submission of Tender Fee	Please attach receipt / DD of the tender fee or valid NSIC / MSME certificate/document.
12.	Submission of EMD or valid NSIC / MSME certificate/document.	Please attach copy of EMD receipt/DD or valid NSIC / MSME certificate/document.
13.	Bidder should provide a minimum of 3 client references where similar Test services have been rendered and to arrange for Clientele/Site visit for whom similar work is in progress or successfully executed in the recent past (not older than five years).	Reference letter from head of the concerned examining bodies.
14.	The bidder should have data privacy policy and process as per global standards	Self-Declaration from the CEO/MD/ authorised signatory.
15.	The bidder should have comprehensive Business Continuity Plan/ Disaster Recovery Plan in practice	Self-Declaration from CEO/MD/ authorised signatory.
16.	The Bidder should possess the necessary certification on (i) information security systems/standards; and (ii) service delivery	Copy of the valid certificates
17.	Bidder should not have been blacklisted by any Firm/Organization/School/ Board/ University / Institution or any Government organization and no litigation is pending in the court of law against the bidder. Bidder also should not be under any legal action or not declared ineligible to participate for unsatisfactory past performance by the Government of India for indulging in corrupt, fraudulent, coercive, undesirable, or restrictive practices or any other unlawful or unethical business practices with any Central/ State Government Ministry/Department/ PSU/ Statutory Body / Government Company in last 5 years. The Bidder also must not have been declared bankrupt/insolvent or should not have filed for bankruptcy/insolvency in the past five years or in the process of being declared bankrupt / insolvent before any designated authority. Please enclose declaration from Authorized Signatory on the Bidder's Business Letter Head.	Certificate from the CEO/MD/ authorised signatory.
18.	The Bidder who was awarded any contract in the past by the Institute but terminated during the contract period due to unsatisfactory performance will not be eligible /considered to participate in this tender. Also, a bidder who was awarded any contract earlier but refused to continue the contract/refused to sign the agreement as given by the Institute will not be eligible to participate in this tender.	Please enclose declaration from Authorized Signatory on the Bidder's Business Letter Head.
19.	Arrange for technical presentation before the appropriate committee as to how the cycle of centre-based CBT and remote proctored CBT should be completed, result is declared and made available for admission to Company Secretaries Executive Programme.	Advance submission of copy of Technical Presentation duly certified by CEO/MD/ authorised signatory.



20.	Bidder's Banker's certification for satisfactory banking	Please enclose letter from Authorized Signatory of the Bidder's Bank
-----	----------------------------------------------------------	----------------------------------------------------------------------

(c) **Other Details** (to be furnished along with the bid as part of Technical Bid)

S. No.	Particulars	Documents to be submitted	Page No.
1.	<p>Solution document: Solution document provided by the bidder as part of response should include the following parameters:</p> <ul style="list-style-type: none"> i. Design details and parameters based on which bidder proposes to undertake the project of conducting the Computer Based Test. ii. Complete scope of work and list of the activities to be executed as part of the project iii. Security principles: The procedures, best practices which are followed and adopted. 	Solution document as part of bid response document	
2.	The bidder shall commit that the key personnel to be employed for the project have been sufficiently involved in similar implementations and that once assigned to the project will not be moved out of it, except for reasons beyond the control of the bidder or with the prior consent of the ICSI. In such case an equally competent employee shall be provided as replacement.	CV's of personnel to be assigned Self-certification from the Company Chief Executive / authorised signatory	
3	<p>Please submit list of Cities where the bidder can establish One or More Test Centres (please mention separately for Own Centres and Hired Centres) having following infrastructure / Technical Competencies:</p> <p>Essential:</p> <ul style="list-style-type: none"> a) CCTV camera in the rooms with recording backup of three months and to provide CCTV footage as and when required by the Institute. b) Different washroom for Gents and Ladies c) RO Drinking Water Facility d) Generator/ Power Backup e) UPS with each workstation or centralised UPS. f) Adequate cooling / air-conditioning / proper ventilation. g) Well design seats with at least 3 feet distance in between. <p>Preferable:</p> <ul style="list-style-type: none"> h) Locker facility i) Parking facility j) Staff on the rolls of the bidder at the Centre 	Please provide the list of cities.	



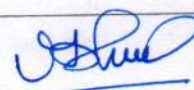
	k) Facility for bio-metric verification of examinees l) Seated Waiting Area for parents Please submit a city-wise list of test centres. Against each Test Centre please mention whether each of the above essential facilities are available or not.		
5	Bidders with Support Centre and project office based in Delhi/NCR would be preferred	Copy of the address proof	
6	Bidders should provide a detailed time cycle for the complete implementation of the test in each session	Copy of detailed time schedule with implementation plan	
7	The bidder should provide address details of their project office(s) and support centre(s) / clients for personal visit by the ICSI officials	Copy of address details should be provided	

31. TENDER EVALUATION

The evaluation of Tender shall be based on the Marks scored in Technical Bid Evaluation and Financial Bid Evaluation. The Financial Bids of those parties who score less than 40% Marks in Technical Evaluation shall not be opened. Total marks for Technical Bid shall be calculated by summing up the marks obtained for each Proficiency Criteria as stipulated below:

Criteria for Technical Evaluation

S. No.	Proficiency Criteria		Marks distribution	Maximum Marks
1	No. of years in conducting Computer Based Test as on the date of issue of the tender	>= 5 but less than 6 years >= 6 but less than 8 years >= 8 but less than 10 years >= 10 years	2 marks 4 marks 8 marks 10 marks	10
2	Average of annual Turnover of the Bidder during the financial years 2022-23, 2021-22 and 2020-21	>= Rs.25 Crores but less than Rs.50 Crores >=Rs.50 Crores but less than Rs.75 Crores >=Rs.75 Crores but less than Rs.100 Crores >=100 Crores	2 marks 4 marks 6 marks 10 marks	10
3	Average of annual Turnover (pertaining to conducting Online Test) during the financial years 2022-23, 2021-22 and 2020-21	>= Rs.5 Crores but less than Rs.7.5 Crores >=Rs.7.5 Crores but less than Rs.10 Crores >=Rs.10 Crores but less than Rs.15 Crores >=Rs.15 Crores	1 mark 2 marks 3 marks 5 marks	5
4	Past Experience of the Bidder in terms of number of candidates handled	>=80,000 but less than 1 Lakh students >=1 Lakh but less than 1.20 Lakh students	3 marks 5 marks	15



	annually for centre based as well as remote proctored CBT in the last 3 years, on an average.	>=1.20 Lakh but less than 1.40 Lakh students	7 marks	
		>=1.40 Lakh but less than 1.60 Lakh students	10 marks	
		>=1.60 Lakh students	15 marks	
5	Quality Certifications	CMMi L3	2 marks	
		ITSM 20000	1 mark	
		ISO 9001:2015	1 mark	5
		ISO 27000:2013	1 mark	
6	Technical Approach and Methodology for Conducting CBT: Presentation on methodology, software for authoring tool and managing question bank, process and procedure for conduct of computer Based CS Executive Entrance Test of ICSI during Pre-Test, Test and Post Test Phase. Assessment engine, Data / System Security, Ease of operations& contingency plan			50
7	Clients' feedback (Marks to be awarded based on clients' feedback to be taken by ICSI)			5
Sub Total				100

- (i) Site/ clients visit/ feedback through any other mode as desired by the evaluation team of the Institute shall be organised by the bidder, if required.

OPENING AND EVALUATION OF FINANCIAL BIDS

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

The Financial Bids of bidders scoring less than 40% Marks in Technical Evaluation shall not be opened.

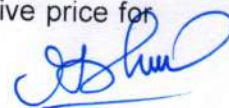
In case of Commercial Evaluation of the Proposal, Full marks (100 marks) will be allotted to the Bidder who quotes the lowest financial bid (L1).

While the Bidder with lowest financial bid (L1) will get a financial proposal score (FPS) of 100 marks, other Bidders will be awarded in proportion to the marks scored in relation to the Bidder with the lowest bid. Thus, the other Bidders will get marks < 100. The Financial proposal scores (FPS) of all other bidders will be determined by the formula:

$FPS = \text{Lowest Financial bid } [(L1) / F] * 100$ (Where F is the financial bid by this Bidder).
For example: If Bidder A quotes Rs.100 and Bidder B quotes Rs.50, Bidder B will be allotted 100 Marks on the ground that it is the lowest Bidder. Bidder A will get (Inversely Proportional) $FPS = (50/100)*100 = 50$ marks

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

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

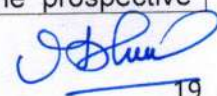


32. Detailed Scope of Work

- (a) The scope of work is categorised into two options, viz Option (A) and Option (B). The bidder shall be required to bid both the options. Bidder not intending to undertake any of the options shall not be considered to be eligible for this Tender.

(i) OPTION – A – Computer Based Examination in MCQ Pattern through Test Centres

Sl. No.	Activity / Technical Specifications
1.	The ICSI has been maintaining a very high standard in the conduct of its examinations and the vendor is expected to provide its services without causing any damage to the reputation of the ICSI. Maintaining timelines, secrecy, sanctity of examination shall be considered integral part for due execution of work awarded under this tender
2.	The vendor must display its capability for one full life cycle of the Test project in a trial run on a sample data of 100 candidates at the premises of the bidder's Test centre within 20 days of the issue of the Work Order.
3.	Providing necessary software for authoring, development, preparation, establishment, maintenance, review, update question bank as per the requirement of the syllabus, training and implementation thereof, evaluation methodology, finalization and approval of question bank on continuous basis.
4.	Providing for general awareness among candidates, teaching fraternity, parents and general public for conduct of CSEET in CBT, mock test, e-booklet and other audio-visual media
5.	Registration of candidates for CSEET, collection of fee directly into Institute's account through payment gateway, sending SMS/ E-mail/ Notifications to candidates in relation to CSEET, allocation of test centres, admit card generation, upload and dissemination of admit cards together with instructions of the institute, conduct of examinations, evaluation of candidates' answers and preparation and declaration of results, issuing e-marks sheet with Security features in such manner and pattern as decided / finalized by the institute from time to time. Payment gateway reconciliation, Data generation utility for exam data, Various MIS reports, CSEET District Chapter mapping, CSEET provisional Registration module development, CSEET Call for, login based, student profile module development, Admin Approval System, Collection of Balance Fees payment, Study Dispatch Modules for CSEET, CSEET based Executive Registration, integration of CSEET result with Executive Registration, CSEET Student registration portal should be login based., CSEET approval system is required, Admin user requires options to approve/reject/etc, Complete Call for system option should be made available in the portal, Provision to mark student candidature as provisional/regular registration by the ICSI admin, Provision to reupload the missing documents., Provision to re-upload photo/signature ,Provision to complete the incomplete application form by the student. Provision to update address, email and mobile number. Provision to generate all types of MIS reports. Provision to generate Provisional identity cards. Provision to generate Admit card. Provision to generate/download pass certificate/marksheet. Forget password/reset password features should be available.
6.	Establishment of test centres in such cities in India and overseas as decided by the Institute from time to time in accordance with the high standards of the institute.
7.	Conduct of CSEET for the Candidates under the guidelines and instructions of the Institute as per test schedule and time-table as decided by the Institute from time to time.
8.	To conduct the test in the name of ICSI and to use the name of the Institute in all front-ends, brochures, pamphlets, instructions soft copies, etc. The prospective



	students will be contacted via e-mail and SMS in the name of the Institute only. The vendor cannot use its name, logo etc. before, during and after conduct of CSEET.
9.	Preparation of outcome or result of CSEET, providing necessary reports on conduct of test and performance of candidates, ranks, etc., Updating outcome of the Test to Institute's database compatible thereto in enrolment portal or any other portal as decided by the Institute, dissemination of outcome of CSEET to candidates and general public and maintain the CSEET data for the prescribed period, handing over of the same to the Institute thereafter in the prescribed manner so as to be maintained by the Institute. Generation and hosting of E-result cum marks statement as approved by ICSI.
10.	Providing information, data and report as to eligibility or otherwise of candidates for admission in Executive Programme and arranging for download of E-Result-cum-Marks Statement with Security features in the approved format or manner and/ or eligibility certificate by the candidates.
11.	Preparations / calculation of marks obtained by the candidates on conclusion of CSEET and the same shall be provided to the ICSI and updated in enrolment portal – on real time basis or at mutually agreed time not beyond T+7 days.
12.	Providing and/or maintenance of CSEET outcome data of each exam session for future use and download of marks sheet/ eligibility certificate by candidates in respect of their previous and current appearance in CSEET. Maintenance of data of candidates used unfair means in the examination or awarded any punishment for misconduct or violation of instructions.
13.	Providing for test trail of candidates as sought under RTI Act 2005 or any other law in force.
14.	Providing for such information, data or reports as may be required under the rules, regulations and guidelines of the institute or any law in force.
15.	Designing and development of suitable Test Engine software for conduct of Computer Based Test (CBT).
16.	Designing and development of suitable software for Online Enrolment of candidates, validation and connectivity with data repository in the Institute for CSEET.
17.	Generation of Roll number, Admit Card, Attendance sheets / records for all the candidates for use at the respective Test centres. The attendance sheet/record, invigilator/proctor/superintendent report to be provided to the Institute on conclusion of CSEET.
18.	Designing and uploading of Hall Tickets (Admit Cards) and Result cum Marks statement for the candidates on the website of the Institute through link provided by the vendor for downloading the same by the candidates. The link / email / SMS / any communication to candidates should be in the name of ICSI and not to carry the vendor's name or identification in any manner.
19.	Provide necessary assistance/ guidance for candidates in enrolling, downloading the admit cards, Test centre arrangements, test support, test challenges, etc. as and when required and to establish dedicated helpline.
20.	Provide mock/ sample test/ FAQs through the website of the Institute to educate the candidates and enable them to practice in Test like environment.
21.	<ul style="list-style-type: none"> Establishing Test Centres in all locations with required IT Infrastructure and Manpower e.g., computer hardware/software, Firewall, Anti-virus Software for conduct of the CBT (Cyber Café will not be accepted as test centres), Competent manpower comprising Test Administrators, Superintendents/ Chief Proctors, IT Support staff, Invigilators, Peons, Security Guards, etc. The age of the proctor/invigilator should not be below 30 years and should be minimum a graduate. All examination functionaries shall not have any conflict of interest with the Institute Examination system.

	<ul style="list-style-type: none"> • A brief profile and declaration as to no conflict of interest of such proctors should be provided to ICSI not less than 3 days prior to each session of CSEET. <ul style="list-style-type: none"> ○ Training to be provided to Proctor and other examination functionaries before the test. ○ Each proctor should monitor not more than 24 candidates at a time. The vendor shall not exceed the defined proctor ratio of 1:24 i.e., one proctor for a maximum of 24 candidates. ○ There will be a Superintendent /Chief Proctor in each test centre, who shall be the overall in-charge responsible for conduct of test at each centre.
22.	Arrange necessary verification and checking of the candidates to avoid Impersonation and/malpractices at the Test Centres. Verification/image capturing/DVR recording as required to be arranged by the vendor.
23.	Provide Test Administration/Invigilation services at the Test Centres (venues)
24.	Arrange for full CCTV coverage and its back up at Test Centres wherever required.
25.	Preparing and Developing Question bank for the CSEET. Provide a user-friendly template/software to author, develop, review, approve and maintain the questions for the Question Bank and provision for finalization of complete question bank for each exam as per the requirements of the Institute.
26.	To provide training and mock test to the candidates prior to actual conduct of CSEET.
27.	CSEET timing should be arranged in such a way that the appropriate windows to be made available to the candidates as per the timetable and programme so specified throughout all the Test Centres.
28.	Question Bank in English language should be developed by the vendor as per the requirement of the syllabus of CSEET and shall obtain approval of the Institute. (If the question bank is developed by the Institute, the charges shall not be payable). ICSI will upload question bank in the vendor's examination platform and verify the same. There will be a mock exam for three/four days well before the examination.
29.	All the questions shall always reside in encrypted form and accessible only through the secured and approved procedure.
30.	Design and fix the timing of the Test for all the Test Centres as per the schedule.
31.	Make necessary arrangement for Divyangjan / PwD candidates including adequate seating arrangement and providing facility of Scribe and/ or extra time for the CSEET as per the ICSI Guidelines.
32.	Arrange for trial run, as per the scope of work, on a sample data of minimum number of dummy candidates at different Test centres of the bidder within 20 days of issue of the work order.
33.	To provide necessary data and reports for validation, test checks and analysis pertaining to attendance, processing and performance of the candidates in CSEET' at each/ all centre(s) and/ or in each paper/part.
34.	Design the procedures and deliver question-wise analysis for CSEET for reference of ICSI, as per standard practices.
35.	Provide the required data, image, information and reports for verification of marks/ answers and provide inspection of marks on regular basis as per the requirement of ICSI.
36.	Evaluate the answers of each candidate, award subject-wise marks and provide final results to the Institute after completion of CSEET.
37.	To provide continuous communication with ICSI and candidates through ICSI front-ends regarding anticipated problems and its solutions and establishing helpdesk and clearing complaints on helpdesk.

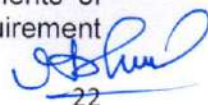


38.	Provide timely inputs/ guidance/information/operational plan for enrolment of candidates, processing their application for the CBT, hosting of Admit Cards with Security features on the website, Test delivery, capturing of marks, etc.
39.	Provide question wise analysis after each test on the performance of the candidates or on other aspects as required by ICSI.
40.	The repository of result of each quarter/examination shall be maintained by the bidder in most secured manner and the same shall be handed over to the Institute along with its application without any cost to the Institute. On completion/ discontinuation of the contract / services, the same should be handed over to the Institute in the prescribed manner and shall not be purged without written approval of the Institute.
41.	Provide MIS to ICSI on regular and continuous basis from the beginning of each session of the CSEET till its conclusion.
42.	Provide reports, deliveries and milestones with timelines for the smooth functioning of the CSEET project as required by the ICSI.
43.	Maintain candidate's complete Test history in the system for a mutually agreed time and made available to ICSI as required.
44.	After completion of test, data back-up and/or video will be provided to ICSI with retrievable system.
45.	Allot Test centre on an immediate basis through their system and charge fees into ICSI Account directly for enrolment, with proper messaging through email and SMS for each transaction using Institute's payment gateway. The enrolment would remain open for the specified period. A helpdesk shall be made operational with minimum two (2) seats (from 8.00 AM to 8.00 PM) during each Cycle of CSEET, i.e. from the 1 st day of registration to the conclusion of the examination.
46.	Any other administrative / technical assistance/ service as required for the smooth conduct of CSEET and processing of the result thereof.
47.	Providing necessary software, hardware, manpower, network and other infrastructure required to conduct test for all the candidate of CSEET, as detailed in the scope of work . The process has to be executed on the designated test centres and is to be carried out for all the candidates. The process has to be completed before 6:00 pm on the day of CSEET.
48.	To provide for preparation, development and supply of e-booklet for self-help of the candidates covering instructions, syllabus, user methodology, sample question, Glimpses of Mock Test -, etc. as approved by the ICSI. The same shall be prepared for each session of CSEET and shall be provided to the candidates through email free of cost.
49.	The selected vendor shall obtain feedback from candidates post Test via Online Feed Back Form and provide the reports/ summary/ data to the Institute.
50.	ICSI reserves it rights to oversee, inspect or monitor the conduct of CSEET test centres across India through its authorized persons and/ or observers.

(ii) OPTION – B: Computer Based Test (CBT) through Remote Proctor Mode

Candidates shall be allowed to appear in the CSEET using their own Desktop/Laptop (Not on Mobile/Tablet etc.) from home or other convenient and isolated place and they shall be required to download secure exam browser of the vendor at their Laptop or Desktop as per the link provided to them in due course of time at the registered email ID of the candidates for the Mock and Live Test separately by using credentials (User ID & Password) and the Candidates shall continuously be monitored through video & audio mode by the supervisor, known as Proctor of the vendor in the same manner as if they are appearing in the examination at examination centres.

1. The CBT through Remote Proctor Mode shall have all features and requirements of Computer Based Test (CBT) in MCQ Pattern through Test Centers as per the requirement



and applicability. Additional requirements and features CBT through Remote Proctor Mode are as under:-

- a. Online Examination System: The online examination system would consist of features such as question bank management, roles and permission management, examination enrolment through bulk upload of candidates' data, examination engine capable of supporting MCQs questions, result generation, reports, etc. The vendor should provide a video tutorial to familiarize candidates about the features of the system to facilitate candidates to take the exam easily.
- b. Live (by the competent person) and AI based Remote Proctoring System: The examinations are required to be proctored/ supervised by the competent persons live as well as AI based remote proctoring system. The successful Vendor will be expected to provide such a system capable of proctoring remotely using candidate's webcam, microphone and screen/browser feeds.
- c. Live Proctors to monitor the exams on an ongoing basis: ICSI desires to outsource the task of live proctoring to conduct these examinations using human proctors.
 - i. The proctors should be well-trained, capable of proctoring online examinations and as per industry standards.
 - ii. The age of the proctor should not be below 30 years, should be minimum a graduate.
 - iii. All examination functionaries shall not have any conflict of interest with the Institute Examination system.
 - iv. Training to be provided to Proctor before the test.
 - v. Each proctor should monitor not more than 12 candidates at a time. The vendor shall not exceed the defined proctor ratio of 1:12 i.e., one proctor for a maximum of 12 candidates.
 - vi. There will be a Super Proctor on 25 proctors. The vendor shall not exceed the defined Super Proctor ratio of 1:25, i.e., one super proctor for a maximum of 25 Proctors.
 - vii. The proctors shall perform the duties as such and submit such reports on conduct of CSEET as prescribed by the ICSI from time to time.
 - viii. Further, a separate access should be provided to ICSI to oversee the conduct of CSEET.
 - ix. A brief profile and declaration as to no conflict of interest of such proctors should be provided to ICSI not less than 3 days prior to each session of CSEET.
 - x. ICSI reserves the right to replace specific proctors, if found necessary.
 - xi. The system should also have the facility to provide proctoring access to ICSI at all times.
 - xii. ICSI reserves the right to inspect the proctoring process during the conduct of its Test.
- d. Examination Support: The successful bidder is expected to have a dedicated Helpdesk to provide support to the candidates during the test at seven days prior to the actual date of test. The vendor shall provide dedicated helpline number to support and guide the candidates. The successful bidder is expected to provide test related support at all times during the course of the test. The successful bidder should keep a log of such support queries and share with ICSI from time to time.
- e. Uptime guarantee: The above systems including Remote Proctoring System and Proctors should be available with 99.5% uptime guarantee. Periodic related reports should be shared with ICSI.



- f. ICSI will upload question bank in the vendor's examination platform, or any other platform as decided by the Institute and verify the same. There will be a mock tests or three/four days well before the examination.
- g. All the questions shall reside in encrypted form at all times and accessible only through the secured and approved procedure.
- h. The vendors system will automatically schedule the examination details as per the date and time slot defined and trigger email and SMS containing the login credentials to candidates sufficiently in advance before the actual examination date as prescribed from time to time.
- i. To ensure that Candidates access the examination from a laptop/desktop with webcam and microphone, complies with the test protocol and completes the test.
- j. As and when the camera is switched off during the test due to any reason, the test window shall automatically be logged out and a message to this effect will pop-up on the screen of the candidate.
- k. The proctor in any case shall have no option to do screen recoding or any other type of recording.
- l. The proctor shall not have option to share candidate data including chats with anyone other than the Institute. For any violation of the privacy and confidentiality of the data including chats, videos etc., of the candidates, the vendor will be solely liable, accountable to the Institute and will be dealt as per provisions of breach of privacy and confidentiality of data as mentioned elsewhere in this tender document.
- m. The vendor will provide candidate wise extract of chat in desired format, as directed by ICSI.
- n. In case any additional development / customization work is required to be done to meet ICSI's requirements (apart from the requirements mentioned in this RFP), the same may be performed by the vendor.
- o. The vendor shall be required to make provision for:-
 - (i) Hosting and maintenance of Result Data as per system in vogue for CSEET for Downloading E-Result-cum-Marks Statement with Security features within six (06) hours after handing over final result data by ICSI. The data should be available for a period of one year after expiry of the contract with ICSI. The vendor will take prior written permission before deleting the data from the system.
 - (ii) Provision for keeping (with secured access) the videos in respect of the appearance of the candidates for limited period i.e.
 - a. for 3 (Three) years from the date of declaration of result in all cases; or
 - b. 4 (Four) years from the date of declaration of result in case of candidates whose result were cancelled or withheld; or
 - c. for 1 (One) year beyond such extended period required for dealing with legal cases as may be raised by the candidates and informed by the Dte. of Examinations, whichever is more.

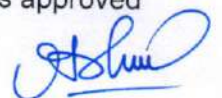
2. Functions of Vendor

The vendor should perform and /or provide the services /functions as stated in the below mentioned three phases for the conduct of Test.

3.1. Pre-Test Phase

A - Administrative Requirements

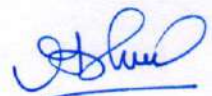
- i. The test registration shall be open during the specified periods of the year.
- ii. It shall sign Non-Disclosure, Data confidentiality and SLA agreements as approved by Institute.



- iii. The vendor should provide declarations duly signed by all exam functionaries regarding declaration of interest at least three days before the test date.
- iv. It shall provide a Single Point of Contact (SPOC) with higher escalation matrix up to the senior most person of the organisation who will be responsible to coordinate and manage the entire project with the Institute.
- v. It should confirm in advance that vendor would conduct the Test in all Test centres as decided by the Institute and submit the details thereof to the Institute before 30 days of commencement of Test including Name of the Institution, Seating Capacity, availability of Power Back-up (UPS & Generator), waiting area, and registration area, etc.
- vi. It shall ensure one or two day(s) prior to the day of Test that the computers are sanitized to meet the Institute's Test requirements.
- vii. It shall provide a detailed Site Readiness Check- list Report to the Institute before the actual test date.
- viii. It shall be responsible for developing of the e-booklet for self-help to the candidates covering instructions, syllabus, user methodology, sample question, Glimpses of Mock Test, etc. as it will be approved by ICSI (self-help e-book) shall be made available to the candidates on successful enrolment for CSEET through e-mail. The e-book shall not be of more than 100 pages.
- ix. It shall be responsible for Developing Question Bank also as per the pattern, standard and instructions of the Institute. Question Bank shall be approved by the Institute. Question Bank will comprise of 1000 questions in each subject of CSEET i.e. 4000 MCQs to be developed. (Cost of developing MCQs to be quoted separately in the financial bid. In case the Question Bank is developed by the Institute through in-house team, the charges quoted for development of question bank in the financial bid shall not be payable to the vendor.). Candidates are expected to be made conversant with the amendments/changes in the CSEET subject contents up to one month preceding the date of Examination.
- x. It shall prepare and provide documentary manuals for all processes for safe and secure conduct of Test to be followed along with rules for contingency and exception handling/ emergency procedures.
- xi. It shall be responsible for maintaining and developing the question bank software and placing the Questions on the Test Engine Server in encrypted form at all times and accessible only through the secured and approved procedure
- xii. It shall prepare and provide Standard Operating Procedure (SOP) for all processes for safe and secure conduct of Test along with rules for contingency and exception handling/ emergency procedures.
- xiii. It shall sign a Service Level Agreement (SLA) with the ICSI for providing the services as stated in this tender document on the basis of the terms of tender and work order. Standard terms and conditions of Service Level Agreement are at Annexure III.
- xiv. It shall display guidelines on payment, refund, etc. including in situations like payment failure, excess payments, etc.
- xv. It shall make provision for additional session(s)/ days/Test Centres and other administrative services for any contingency requirements or unexpected increase in number of candidates. It will be responsible for providing the services with high element of accuracy, integrity and confidentiality and timelines as the activity is very crucial and important for the Institute which have an effect on the reputation and image of the Institute.

B - Technical Requirements-

- i. It shall develop and test registration module through which the candidates shall seek registration for appearing in the Test.



- ii. It shall have software for development, preparation, establishment, maintenance, review, update question bank, training and implementation thereof, evaluation methodology, finalization and approval of question bank on continuous basis with utmost security and secrecy.
- iii. It shall arrange for collection of Registration Fee directly into the Account of the Institute.
- iv. It shall allow the candidates to select the City of Test Centre as per his/ her choice at the time of registration.
- v. It shall provide various Reports on Total Number of Registrations vis-à-vis result on parameters like:
 - Gender wise; Exam centre wise; City wise; District wise; State wise; Region-wise and all India statistics.
 - Age profile; School profile; Qualification Profile
 - Mode of knowledge about CS Course
 - Attempt vs Pass ratio between two dates; Enrolment vs Appear ratio between two dates; Enrolment vs Pass ratio between two dates
 - Examination session/month wise for previous 'n' examination
- vi. It shall ensure various levels of checks; tests and that trial run are conducted to confirm centre readiness to ensure that all Test Parameters match the requirement and report to be submitted to the institute.
- vii. It shall conduct Mock test (3-4 days prior to actual Test date) across all Test Centres/venues / remote proctoring mode
- viii. It shall ensure DR Servers configuration and testing for contingency.
- ix. It shall ensure that a local server is setup at ICSI Noida Location permanently to be used for authoring question bank, vetting question bank and conducting review of the same. All the uploading and purging of the Question Bank has to happen from the local server at ICSI Noida.
- x. It shall ensure that the system should have authoring engine with approval process for developing MCQs.
- xi. It shall educate the candidates and provide for Mock test facility to candidates after making registration till date of exam via the Institute's Website.
- xii. It shall provide specifications for Hardware and Licensed Software required at all stages of the Test at:
 - Test Centres
 - Devices and systems to be used for authentication and audit trail mechanisms required for Test.
- xiii. It shall ensure that there will be check in the system based on the name, date of birth or any other parameter and to check if a candidate has already passed the CSEET (within the validity period of one year after declaration of result) before allowing him/her to enroll for the Test. Each candidate's enrolment, appearance, exam result history, and any act of violation and/or punishment/warning/advisory, shall be maintained and the same shall be made available to the Institute.
- xiv. It shall ensure that a unique Registration Number for each candidate registering for CSEET with mapping with a unique Mobile Number, E-Mail Id and Date of Birth.
- xv. It shall issue E-Admit Card mentioning the Roll Number, Test Centre, Time Table of Test, Photo, Signature, Instructions, etc. as per format approved by ICSI.
- xvi. It shall provide access to the Registration Portal for the Test to the Institute to have all real time information about the enrollment, fee received, etc.
- xvii. It shall ensure that the candidates are allowed to register and appear in the CS Executive Entrance Test any number of attempts as he/she may wish till clearing the said Test by paying the requisite fee for each attempt.

3.2. During Test Phase

A - Administrative Requirements

- i. It shall ensure that each Test centre should provide for a 20% buffer seating capacity i.e. 20 per 100 systems as buffer for the Test.
- ii. It shall ensure adequate cooling/air-conditioning / proper ventilation at every Test Centre.
- iii. It shall ensure drinking water and separate toilet facilities for Boys and Girls.
- iv. It shall ensure Uninterrupted Power Supply (UPS)/Generator facility at each Test Centre with adequate standby arrangements to meet out the requirements in case of any exigency.
- v. It shall ensure that preferably on Test dates the Test Centre is not used for any other activity/examination /test other than conducting the Institute's CSEET.
- vi. It shall ensure that no computer used for the test is connected to internet on the day of test.
- vii. It shall ensure that all computers used for the test should not allow access to any other file or programme other than CSEET on the day of test. It shall ensure that no Mobile/gadgets are allowed inside the examination hall.
- viii. It shall carry out, other related processes involved for conducting the Test as per instruction of the Institute from time to time.
- ix. It shall be required to ensure the following:
 - Complete Security management processes
 - Physical Security
 - Information Security
 - Server Security
 - Network Security
 - Candidate handling process
 - Mapping of candidate's details with Test Centres
 - Validation and verification of identity
 - Attendance and biometric (photograph and thumb impression) handling
 - Machine/seat allocation and handling of security parameters
 - Redundancy of Network, Server, Machines, UPS or any other IT related infrastructure
- x. It shall ensure that UPS facilities and Generator facility are available at each Test Centre for un-interrupted power supply.
- xi. It shall ensure verification of original Photo Id Proof and admit card of the candidates at the entrance gate of the test center prior to allotment of seat. Individual password shall be given to each candidate at the test center after due verification of the original Photo Id.
- xii. It shall ensure that the Signature of the candidate is taken in the attendance sheet and Verification of the signature in attendance sheet is done vis-à-vis the signature affixed in the admit card.
- xiii. It shall arrange/provide adequate displays and provide required instructions/ information to the candidates appearing for CSEET at Test Centers.
- xiv. All Pre and Post Test processes shall be carried out by the selected bidder in consultation, information and approval of the ICSI.
- xv. It shall deploy the following manpower for each session of Test at the Centre:
 - a) Test Superintendent / Chief Proctor-1
 - b) Test Centre Administrator - 1
 - c) IT Support Executives -1 each for every 100 candidates
 - d) Invigilators (1:24, i.e. 1 Invigilator for every 24 candidates)
 - From the above officials, preferably one should be a female.



- (The above staff strength should be increased proportionately depending on the number of candidates)
- xvi. It shall arrange for frisking of candidates at Test centre to disallow any electronic gadgets, mobile phone(s), paper(s) (other than admit card), bag(s), health bands, electronic watch etc. as per the guidelines of the Institute.
- xvii. Chief Proctor/ The Superintendent of Examination Centre and invigilators should be over 30 years of age.
- xviii. Exam functionaries including the invigilators should not carry mobile phones inside the examination hall.
- xix. The Institute will appoint Observers to oversee the smooth conduct of Examinations.
- xx. It shall ensure registration process of the candidates before start of Test and allow the eligible candidates to appear for Test at the Test Centre, as directed by the Institute.
- xxi. It shall devise system to establish a Control Room for monitoring and supervision of Test Centre activities (Centre level/ Candidate's level) at designated Office of the Institute (presently Noida) via a dashboard.
- xxii. It shall ensure that atleast two Technical Staff (one of them should be at the level of Project Manager) be deputed to ICSI Control Room on the days of CSEET
- xxiii. It shall ensure access to the Institute for the visuals of the CCTV cameras at the Test centres through a web interface.
- xxiv. It shall be flexible to conduct the Test (Computer Based Test - any time between 9 AM and 6 PM as per directions from the Institute from time to time.
- xxv. It shall ensure that each Test is of 120 minutes or any such time as intimated by the Institute from time to time.
- xxvi. It shall be ensured that there shall be at least one Test Centre in each capital city in the various States of India. In metro cities, it should be ensured that there are multiple test centres in different parts of the city so that no candidate has to travel more than 8 Kms. Also, there shall be atleast One Test Centre in each of the Union Territories in India. Apart from it, examination centres shall be in the other cities in India and abroad as decided by the Institute from time to time.
- xxvii. It shall be noted that the Institute gives no guarantee for the minimum number of candidates.
- xxviii. It shall establish a support team of at least 4 persons (for each cycle of CSEET) for handling the queries on telephone and email of the candidates from 8 AM to 8 PM on all 7 days of the week and till 11 PM on last two days of specified months in which CSEET is conducted.
- xxix. It shall be responsible for maintaining Centre-wise Attendance Sheet, logs of candidate's appearance in the test and marks obtained in each test by the candidates
- xxx. It shall ensure that the Timing of Test given is the actual time for appearing in the Test and necessary time may be provided for preliminary preparation and practice before the commencement of Test.
- xxxi. It shall have a contingency plan in place to handle any eventuality of sudden Power failure, System Server failure, Virus attack etc. Besides alternative arrangements are to be made at each and every center to shift the Candidates to some other system / center, if the situation so demands (with approval of ICSI). All this is done ensuring that the CSEET is conducted on the same day and process finishes latest by 6:00 PM.

B - Technical Requirements

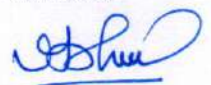
- i. It shall ensure that Central Test Engine Software should be installed at its Data Centre conforming to latest technology.
- ii. It shall ensure availability of updated Antivirus and data security on every personal computer (PCs) to be used by the candidates. It shall also ensure licence version software in all the computer systems shall be used.
- iii. It shall have its standard licensed operating system for conducting the test.

- iv. It shall ensure availability of all Servers/PCs on local area network environment, secured to be virus free and to be on Single network /domain and no IP conflicts are found on Network PCs.
- v. It shall ensure that decentralized Servers are setup at every Test Centre/venue.
- vi. It shall ensure complete security and secrecy at all phases for the conduct of CBE.
- vii. It shall be responsible for Server/Network Monitoring during the conduct of Test.
- viii. It shall be responsible to set right the system in case of any IT failures at the Test Centre.
- ix. It shall be responsible for preserving Server Data, Pre/Post Test.
- x. It shall ensure that all Test Centers have the standardized Hardware, Licensed Software, and LAN connectivity for conducting Test.
- xi. It shall host and manage the Test process through intranet-based solution at Test Centers.
- xii. It shall maintain complete log of audit trails for all activities of candidate during the course of TEST to enable complete audit of the Test process.
- xiii. It shall ensure that for all activities pertaining to CSEET, the candidates shall be updated through E-Mail and SMS by the vendor. Matter of such updates shall be approved by the institute.
- xiv. It shall make provision for downloading question bank and uploading the answer data file of the candidates in encrypted form into a web based central server secured in all respects in terms of maintaining the data integrity and confidentiality then and there after the Test.
- xv. It shall ensure that there are facilities for conducting of the Test in another desktop in case the desktop assigned to the candidate does not work after some time. The test engine software should also take into account the timing already used by the candidate earlier and finishing the Test exactly on the expiry of the predefined duration of the Test.
- xvi. It shall develop a system wherein sharing of all the passwords and technology related information pertaining to the system for Test so developed and implemented for the Institute, the access to the system should be limited to designated persons. The list of such designated persons and their contact details must be shared with the designated officials of the Institute.
- xvii. It shall have one reserve day after one/two days of conduct of test, for retest, in case the test is not successful due to technical glitches / power failure or any unforeseen reason(s) in one or more centre(s) or few students in most of the centre fail to complete their test successfully.

3.3 Post Test Phase

A - Administrative Requirements

- i. It shall provide the Institute with the post Test marks obtained by each candidate in the desired/mutually agreed reporting format.
- ii. It shall provide documented inputs and support for handling: -
 - a) Candidates' queries
 - b) Inspection of answers given by candidates for Verification of marks (as per process to be defined by the Institute)
 - c) RTI queries or Court Cases
- iii. It shall provide required data for providing input for request for verification/inspection of marks/answer by candidates.
- iv. It shall provide the result of the Test to the Institute to enable such candidates to register for CS Course as per the requirements of the Institute.
- v. It shall arrange for calculating the marks obtained by each candidate as per the requirement and marking scheme to be provided by the Institute.
- vi. It shall develop a detailed process manual and handed over to the ICSI for approval.
- vii. It shall extend any other support/reports as deemed necessary of the smooth conduct of the Test.



B - Technical Requirements

- i. It shall provide all the required reports and data in soft copy with retrieval facility to the Institute after the whole process has been completed.
- ii. It shall ensure that the candidate's responses, biometric, photograph, audit trails are uploaded automatically from the local server to its data centre in a secured manner.
- iii. It shall ensure that no traces of data pertaining to candidate are left on the local server at the Test Centres.
- iv. It shall hand over the raw responses/data to ICSI immediately (same day) after the candidate's response upload from local test server. The software should have capability to take the answer key post Test. The data also need to be uploaded to a server at the Master Control Facility of service provider. After confirmation of proper transfer of data to the server, the Test Administrators of service provider in presence ICSI Representatives should demonstrate complete automatic deletion of the responses and audit trails in hard disc of the main and backup server.
- v. It shall arrange for archiving the result and other Test data for future references after specified time, as per requirement of ICSI.
- vi. It shall ensure that all candidates passing the test should be given e-Mark Sheet with Security features clearly indicating the Result and its validity for admission in Executive Programme as per format to be approved by the Institute with security features and unique number which will be automatically sent to such candidates on passing the test.

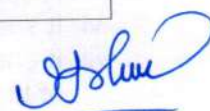
4. TEST ENGINE TECHNICAL PRE-REQUISITES

A) The essential Test Engine prerequisites are as follows: -

- i. The Test Engine Software must be owned by the bidder and the bidder has the copy right.
- ii. The Software must be tested for Performance, Security, Usability, High-Availability, Business Continuity, Concurrency, Load and Disaster-Recovery.
- iii. The Test Engine Software may provide to deliver Test through de-centralized (Computer Based Test) delivery model.
- iv. Test Engine Software should support different types of Multiple-Choice Questions (MCQs) in English/Hindi language.
- v. The software should have the Content Authoring Engine, supporting the development, review and approval of MCQS developed through the platform itself. The bidder should extend the facility of its software to Institute's Subject Experts for developing the Question Bank in a secured/encrypted manner.
- vi. Software should provide randomized test items and response.
- vii. Software should provide System ID control and session binding.
- viii. Software should provide summary of every question providing information on; Questions attempted, Questions yet to be attempted, Bookmarked Questions, etc.
- ix. Software should provide Auto-Save functionality – up to the last click.
- x. Software should provide Auto Submit if Test duration is over.
- xi. Software should provide Candidate Photo and signature display on screen.

B) Test Engine - Software requirement

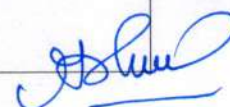
Sr. No.	Features of Remote Proctoring System	Description
A	Remote Proctoring	



1	Live Human Remote Proctoring	The system should be capable of providing live remote proctoring feature to enable proctors to view candidates and submit remarks/ report for each candidate through Audio& Video and view of both the movement of candidate and that of on screen
2	Proctor View	The proctor screen should enable simultaneous display of 8-12 candidates on a single screen
3	Chat Feature	The proctor should be able to initiate a Chat with the candidate and vice versa
4	Warnings	The proctor should be able to issue Warning to the candidates remotely
5	Remotely Terminate Examination	The proctor should have facility to terminate candidate's examination remotely as per direction of ICSI.
6	Browsing Tolerance & Auto-submission	The system should have a configurable feature to define number of warnings, screen shots and clips with time stamp for future reference,
7	Authentication	The proctor should be able to first authenticate the candidate before starting the examination
8	Photo-capture	The system should be able to capture the photo of the candidate before and at reasonable intervals during the examination
9	ID Card capture	The system should have provision to capture a photo of the candidate's identity proof
10	AI based proctoring and reporting	The system should make use of Artificial Intelligence to detect unfair means during the examination using webcam and microphone
11	Face Detection	The Algorithm should be able to Detect whether the same candidate is Taking the examination throughout the session
12	Missing Face	Detect cases when candidate is not Present on camera
13	Mobile phone	Detect cases when candidate is using Mobile phone
14	Books	Detect cases when candidate is using a Book
15	Third Person	Detect cases when a third person is Visible on screen
16	Sound	Detect human voice during the Examination
17	Recording of candidate snapshots	System should take continuous snapshots using candidate's webcam and store them against the candidate's record with time stamp

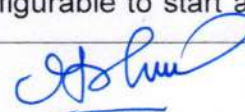


18	Recording of Audio & Video	System should continuously record the video feed of camera and screen movement as per test engine microphone feed from the candidate's end and store it against the candidate's record with time stamp
19	Recording of browser/screen snapshots	System should take continuous snapshots of all the activity on user's computer screen including actions like browser, other applications, if any
20.	Playback	Playback of video, Audio and recording of browser/Screen simultaneously with time stamp
21	Proctor Score	The system should provide an AI based proctoring score after completion of the test, based on the candidate's webcam, microphone and screen feeds
B	Examination Engine Features	
22	Roles and Permissions Management	The system should have different segregated roles to separate examination creation / question bank related activities from the other operational activities
23	Bulk User Creation	The examination engine should allow bulk upload of users using '.xls' or '.csv' files or other format approved by the ICSI prior to conduct of test.
24	User fields	The upload candidate feature should have facility to add custom fields such as Enrollment no., PAN, etc.
25	Bulk Assign Candidates (Enrolment)	System should have facility to assign the candidates to an examination in bulk.
26	Email and SMS notification	System should trigger emails and SMS notifications to candidates at various stages such as enrolment, examination completion, violations, pre-examination checks, etc.
27	Upload Question Bank	The examination engine should have facility to bulk upload the question bank using excel or other format as approved by ICSI. Facility to "View", "Modify" and "Delete/Invalidate" the uploaded questions is required. Question upload success / rejection report showing the list of questions that could NOT upload and the reasons for such rejection. Questions to be encrypted and logs to be maintained about the users who accessed/uploaded/downloaded the questions from the system.
28	Various Question Types	System should facilitate MCQs question types or other types as approved by ICSI
29	Define marks, difficulty levels, question types, topic-wise questions, etc.	Ability to define examination patterns. Ability to enforce sectional cut-off is <i>preferred</i> .



30	Question Analysis, Statistics and Reports	System should record and provide different reports on question performance for analysis purpose and ability to extract a particular candidate's answer sheet for re-evaluation purpose.
31	Multi-lingual Questions	The system should handle questions in English or other language as approved by ICSI
32	Auto-assessment	System should perform assessments automatically, by applying the negative marking and sectional cut-offs, if any,
33	Provisional Scorecard	Scorecard should be displayed automatically onscreen after examination submission or timeout, whichever is earlier as per the requirement of ICSI
34	Pre-examination checks	Facility to send emails to candidates to complete pre-examination checks such as downloading safe exam browser, sanity check
C	Examination Screen	
35	Safe Exam Browser	The examination should be delivered using a safe exam browser having adequate security features and inter-alia including the same shall disable navigation to other windows, blocks unwanted ports, keyboard controls like print screen, copy, paste, etc.
36	Candidate name and photo on screen	Candidate's name, examination name, photo should be visible on screen at all Times as per norms
37	Questions one-at-a-time	Questions should be asked one at a time to avoid exposure to entire question paper/part.
38	Question Numbers Grid	Question Navigation Grid to help navigate through questions with color coding is required
39	Auto-saving of answers	All answers should be saved automatically on progressing to next question.
40	Randomization of Questions and Answers	Configurable parameter to randomize Questions and Answers
41	On-screen scientific calculator	Shortcut on screen should be provided
42	Timer on Screen	Count down examination timer should be available on screen
43	Login/Logout/Random Passwords	Candidate should be provided login feature using random system generated password which should be shared in Advance
D	Other Features	
44	Proctoring Data Archival	The webcam, microphone and browser screen snapshots for different test should be stored/ archived for 2 years with easy retrieval option and 3 years in case result cancelled and withheld cases
45	Data Backup and Recovery System	A suitable Data backup and recovery system for both Examination Data as well as proctoring data ensuring zero data loss
46	Audit Log	Detailed audit logs such as IP address, navigation, internet speed, login attempts, etc. should be made available
47	Human Proctor Pool	A scalable well-trained pool of human proctors who can perform live proctoring

48	Helpdesk	Phone and email-based help desk to assist candidates facing difficulty accessing the exams
49	Data Purging Policy	The entire examination data such as candidates answer sheets, results, etc. should be available and must not be purged from the system within one year from the date of the end of the contract and without obtaining written approval of ICSI.
E Reporting		
50	Customizable Examination Report	Consisting of login time, logout time, time utilized, IP address, email, mobile, PAN and other custom fields, scores, result, etc.
51	Advanced Proctor Report	Replay of webcam and microphone feed, browser screen at different speed levels, e.g., 2x,4x,6x, etc.
52	Color Coding	Color coding of suspicious activities using e.g., red and green bars on the timeline
53	Easy flexible reports builder	Feature to customize reports on the fly depending on what fields are needed
54	Export	Reports should be exportable to excel format or other format as approved by ICSI.
55	API Integration	The system should have facility to GET and POST candidate profile, enrolment details, candidate examination results, proctor remarks, etc. through API/Web Service.
F Additional Features		
56	White labeling of Examination Screen, Scorecard, Certificate, Emails sender, SMS sender with ICSI Logo and URL	White labeling of Examination Screen, Scorecard, Certificate, Emails sender, SMS sender with ICSI Logo and URL
57	AI / Proctor based authorization	Matching candidate's photograph on Admit Card with webcam photo and/ or photo on ID Card
58	Operable on Windows as well as MacOS	It is desired that the examination should work on Windows as well as MacOS
59	Support for Physically Challenged Candidates	System may have features to enable scribe-based examination or additional technical features to assist PWD / Divyangjan Candidates as per the guidelines of the Institute.
60	Disable access from smart phones or tablets	Exams should be disabled from smart phones or tablets or other browser windows. Examination should only work from Safe Exam Browser.
61	Access to MS Excel or Open Office Calculator	It is desirable if specific access to excel or open office is allowed exclusively without compromising examination Sanctity as per the requirement of the Institute.
62	Sample examination paper/part	Facility to provide sample examination paper/part before the examination to make candidate familiar with the Examination screen and process
63	Scalability upto 20,000 Concurrent exams	System should be scalable to handle up to 20,000 simultaneous exams.
64	Date and Time	The examination should be configurable to start at



	Restrictions	desired time slot on the specific date.
65	Re-schedule Examination	It would desirable to reschedule examination in case candidates could not access the examination during the date and time slot for any reason
66	Visually appealing Design	The system should be elegant in design with modern technologies and have a rich look and feel
67	Low bandwidth Mode	The remote proctoring should support low bandwidth so that candidates with slow speed can also take the exams seamlessly and record the same.

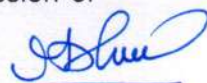
- (a) If for any reason if any candidate cannot appear and / or complete the CSEET, vendor will also be required to conduct repeat test for those candidates, separately as per instructions of ICSI (this clause is not applicable in case of centre/lab based exam). In case of repeat test, billing will be done on the basis of total number of candidates scheduled to appear in the repeat test.
- (b) Apart from CSEET, vendor will also be required to conduct several online competitions for CS Students time to time [viz. GK Quiz, Company Law Quiz, Constitution Day Quiz etc.]. In such cases, no proctoring required. In some quizzes, only one round will be conducted, but in some other quizzes, there may be Preliminary Round, Semi Final Round & Final Round etc. also as decided by the Institute from time to time. For such competitions, vendor will also be required to register students interested to appear in such competitions.

II. TERMS AND CONDITIONS

1. Contract Period: The contract shall be initially for a period of 3 years subject to the yearly assessment / appraisal of the performance of bidder by the ICSI and if its performance is not found satisfactory, the ICSI may terminate the agreement / contract. Decision of the ICSI in this regard shall be final. On expiry of three years, the ICSI reserves the right to extend the contract up to maximum 5 years on the mutually agreed terms and conditions in writing if the service of the vendor found satisfactory. The vendor shall have no right or claim for the extension of the contract in any circumstances and decision of the ICSI shall be final and absolute.

Security deposit / Performance guarantee: The vendor has to submit the security deposit / performance guarantee in form of a Demand Draft (in favour of ICSI) or in form of a Bank Guarantee from any scheduled bank (format enclosed as **Annexure F**) to cover any loss or damage caused to or suffered by the Institute due to acts of commission and omission by the vendor or any failure on the part of the vendor in fulfilment of terms and conditions of the contract and conditions contained in the contract. The value of the Security Deposit/Bank Guarantee has to be of equivalent amount of 5% of the annual contract price. The performance security/guarantee has to be submitted within 10 days of issue of order but before execution of the contract. The performance security/guarantee shall have to remain valid for the entire duration of the Contract plus three months beyond the completion of contract period. The vendor shall not be entitled to any claim or receive any interest on the amount of performance security/guarantee. The EMD of the vendor will be refunded after submission of the performance security/guarantee.

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



2. Liquidated Damages:

In case any obstruction comes while conducting computer-based examination, which the Service Provider fails to rectify in given period and it ultimately causes harm / damage to the Institute or its reputation, the Institute shall reserve its right to hold Service Provider liable to pay liquidated damages of Rs. **5,00,000/- (Rupees five lakhs only)**.

3. Penalty:

- (a) Liquidated damage for late delivery and installation would be levied at the rate of:-
- $\frac{1}{2}$ per cent of total value of contract, for each day of delay, in case of services are delivered either in full or partly within 7 days after the due date;
 - 1 per cent of total value of contract subject to maximum 10%, for each day of delay, in case of services are delivered either in full or partly beyond 7 days but up to 14 days after the due date;
 - Even after two (02) weeks of delay, if the vendor fails to provide services, ICSI may reject or accept the services at its sole discretion after imposing applicable penalty and decide accordingly on approval of the competent authority.
- (b) In case of delay beyond fifteen (15) days from the stipulated period, Institute may at its discretion cancel the order and arrange to procure the same from the next bidder on the panel/open market at the sole risk, cost and responsibility of the bidder.
- (c) In case of failure to supply the services as per the time schedule and at the agreed rates in, the Institute shall have right to purchase the same from any other source at the prevalent rate and the difference between the agreed price and purchase price would be recovered from the vendor. Further, if the supplied service is not in accordance with the contract/order, then the Institute reserves the right to reject the whole contract/order, or in part. Any loss to the Institute on this account shall be adjusted from the EMD / Performance Security.
- (d) In case any work for which there is no specification in the tender but required to be carried out for successful implementation, commissioning, and delivery of the contracted work to its entirety, as per scope of work mentioned in the tender/ work order, such work shall be carried out by the vendor in accordance with the directions of the ICSI without any extra cost to the Institute.
- (e) In case of dereliction of assigned duty and responsibilities e.g. arranging test on scheduled date, error in result, delay in processing and declaration of result, a penalty of Rs.5,00,000/- will be imposed on the vendor.
- (f) In case the vendor, breaches the terms and conditions of the contract, or commits any major breach like helping the students with unfair means, leaking the student data before and after the test a penalty of Rs.25,000/- per instance will be imposed on the vendor.
- (g) However, all such penalties will not exceed 10% of the annual contract value.

4. Site for services is:

The Institute of Company Secretaries of India, C-36, Sector-62, Noida-201309.

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



5. Copyright, Intellectual Property Rights and other incidental rights

Copyright and any other intellectual property right shall vest with ICSI only. Data rights are also vested with the Institute. The vendor shall maintain the confidentiality of the same and in the event of any violation either by sharing or by transmitting or by any means including theft either in full or in part of the content / data then the vendor is liable for civil and criminal actions and liable to pay damages as determined by the Institute. The vendor shall not edit, copy, reproduce re-print, assign, transfer to any third party, and / or use the data and or content material for itself or for any purpose, from the date of execution of the contract and after the completion of the contract. ICSI has intellectual property rights over its trade names, corporate signs, logos, software, proprietary information and know-how which the vendor may come across through this Contract. The vendor shall recognize ICSI's intellectual property rights for all purposes. Nothing in this Agreement shall confer on vendor any right or title in the intellectual property of ICSI.

Protection of Confidentiality and Privacy of Data: Irrespective of the registration process is carried out through the vendor or in house team of ICSI, the vendor will ensure, that the candidates' data or any other data of ICSI which it may come across during execution of the contract or otherwise, not shared with any third party as well as it will not be leaked to any other party in any manner. It will also be the responsibility of the vendor, that the vendor/its employees/agents etc, as engaged by the vendor for execution of the contract, will not use the candidate's data for any other purpose except for the purpose as required in the contract.. In any case, the vendor will be solely responsible for the protection of privacy and confidentiality of the data of the candidates as well as ICSI.

6. Payment Terms

Payment terms would be 60 days from the date of receipt of the final and complete bill in the Institute.

7. Payment of Taxes

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

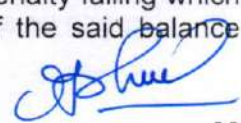
8. In case of contravention of the any of the terms and conditions as stated in the tender documents / Work Order / Service Level Agreement (SLA) or if the Bidder withdraws or amends, impairs or derogates from the tender / Work Order / Service Level Agreement (SLA) in any respect within the period of validity of the tender / Service Level Agreement (SLA) or bidder fails to execute the work as per the Tender/Work Order or fails to deliver the satisfactory performance during the period of contract, or fails to execute agreed Service Level Agreement (SLA), ICSI shall have the right to invoke the said Bank Guarantee and to forfeit the security deposit/ earnest money deposit and such decision of the ICSI shall be final.
9. All infrastructure including, hardware, software, manpower, venue requirements, etc. are to be arranged by the vendor.



10. The vendor will be accountable for the trouble-free implementation / working (including hardware, system software, application software and networking) of Computer Based Test and creation of roadmap ahead.
11. The ICSI reserves its right to award work in part or in full at its discretion and the vendor will be bound to execute the awarded part of the work to its entirety to the full satisfaction of the Institute, thus by incurring no liability to the vendor or compensate the vendor.
12. The ICSI may enter into any other contract for similar service with any other vendor without incurring any liability to the vendor or compensate the vendor.
13. The Institute without prejudice to any other remedy, reserves the right to cancel / terminate the Tender / work / order / Contract in whole or in part and also to blacklist a Tenderer / Bidder for a suitable period in case he fails to honour his bid / contract without sufficient grounds or found guilty for breach of condition /s of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief, misappropriation or any other type of misconduct by such Tenderer / Bidder or by its staff. 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 in carrying out remaining work by the new agency shall be recovered from the agency/bidder/tenderer.
14. The vendor hereby covenants and agrees to indemnify and shall at all times keep indemnified the ICSI against any loss or damage that the ICSI may sustain as a result of the failure or neglect of the vendor to faithfully carry out its obligations under this tender / work order / agreement or negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct of the Agency or its employees, agents, representatives 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. Selected bidder must ensure that the every deputed personnel are covered by adequate insurance coverage to address any contingencies. Selected bidder shall be liable for accident, injury, losses due to any accident or negligence of their workers and shall also be liable to incur all the expenses in consequence thereof and Institute is in no way responsible for any damages arising out of this tender/work contract.

III. GENERAL:

- (a) **Modification/variation in Terms of Contract:** ICSI reserves the right to modify or may bring some variation in the terms and conditions of the contract on mutually agreed terms, if it is found necessary due to any operational difficulty or any other genuine reasons.
- (b) **Recovery:** Whenever under this tender / contract / work order any sum of money is recoverable from and payable by the Tenderer / Bidder, the Institute shall be entitled to recover such sum by appropriating in part or in whole from the security deposit / bank guarantee / earnest money deposit of the Tenderer / Bidder. In the event of the security deposit / bank guarantee / earnest money deposit being insufficient, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Tenderer / Bidder or which at any time thereafter may become due to the Tenderer / Bidder under this or any other tender / contract with the Institute. If this sum is not sufficient to cover the full amount recoverable, the Tenderer / Bidder shall pay the Institute on demand the remaining balance, along with penalty failing which Institute reserve it's right to proceed under law for recovery of the said balance amount.



(c) **Dispute Resolution:** Any dispute, difference, controversy or claim ("Dispute") arising between the successful bidder and ICSI hereinafter jointly to be called "parties" and singularly as "party" out of or in relation to or in connection with the agreement/contract, or the breach, termination, effect, validity, interpretation or application of this agreement/contract or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorized official of the parties.

(d) **Arbitration:** If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall be referred to the Arbitration process. In the event of any dispute arising between ICSI and the vendor in any matter covered/ touched by this contract or arising directly or indirectly there from or connected or concerned with the said contract, the matter shall be referred to the sole arbitrator appointed by the mutual consent of both the parties. The decision / award of the Arbitrator shall be final and binding on the parties. Cost of Arbitration will be shared equally by the parties.

- i. The place of the arbitration shall be at the ICSI, 22, Institutional Area, Lodi Road, New Delhi / or ICSI, C-36, Sector 62, Noida
- ii. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.
- iii. The proceedings of arbitration shall be in English language.
- iv. The parties are not entitled to approach any court of law without resorting to arbitration approach.
- v. The decision / award of the arbitrator shall be final and binding on parties to the arbitration proceedings.

(e) **Jurisdiction:** In respect of any dispute arising between ICSI and the vendor in any matter covered / touched this tender / contract or arising directly or indirectly there from or connected or concerned with the said contract, the courts at Delhi shall only have the jurisdiction.

(f) **Right to Blacklist:** ICSI reserves the right to blacklist a party / bidder for a suitable period in case such party / bidder

- fail to honour his bid without sufficient grounds or found guilty for breach of condition /s of the contract or guilty of fraud and mischief and misappropriation or any other type of misconduct on the part of party(s) / bidder(s).
- Giving false, misleading or fake information/ document in the bid;
- Withdrawing the bid after opening of the Financial bids;
- Refusal to accept Work Order at the quoted prices;
- Failure to provide services of the ordered quality/ specifications at the agreed rates within the time schedule;
- Adoption of any unethical or illegal practices;
- Any indiscipline behaviour or hooliganism by the bidder or any of its employee(s)
- Any other justified reason.

EMD of black-listed Bidder shall be forfeited after giving him an opportunity of being heard. The decision of the ICSI shall be the final and binding.

(g) **Confidentiality, protection of data and privacy:**



- i. The bidder(s) should note that Test related activities as specified in this Tender document are utmost confidential. It shall be the responsibility of the bidder to take all necessary precautions and measures to maintain utmost confidentiality with regard to each and every stage of work. In case of breach of confidentiality at any stage of work, the Institute may impose any financial penalty or may take any other course of action, as deemed fit and the same will be binding on the bidder. Bidder has to submit an undertaking in this regard as per Institute requirement.
- ii. The bidder(s)/ vendor shall not use or disclose any Confidential Information of the Institute except as specifically contemplated herein. For purposes of this tender / contract "Confidential Information" means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.
- iii. The successful bidder acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to ICSI will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The successful bidder agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to ICSI in divulging the information by the employees of the successful bidder, the ICSI shall be indemnified. The successful bidder agrees to maintain the confidentiality of the ICSI's information after the termination of the contract also. The successful bidder will treat as confidential all data and information about the ICSI /Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

(h) **Blacklisting:**

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

- (i) **Sub-Contracting:** The successful bidder will not assign or transfer and sub-contract its interest / obligations under this contract to any other concern / individual without the prior written consent of the ICSI.
- (j) **Statutory Compliance:** The successful bidder will be required to comply with all statutory obligations from time to time applicable to this contract.

(k) **Force Majeure**



- i. For the purpose of this Article, Force "Majeure" means any cause, which is beyond the successful bidder control or that of the Institute, as the case may be, which both could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the order, such as:-
- War / hostilities
 - Riot or civil commotion
 - Earthquake, Flood, Fire, Tempest, Epidemics, Pandemic, Lightning or other natural physical Disaster, Quarantine restricts and Freight embargoes
 - Restrictions imposed by the Government or other statutory bodies, which is beyond the successful bidder control or of the Institute, which prevent or delay the execution of the order either by the successful bidder or by the Institute.
- ii. If a Force Majeure situation arises, the successful bidder are required to promptly notify ICSI in writing of such condition and the cause thereof within a period of three (3) days from the date of happening of such an event requiring invocation of this force majeure article. Unless otherwise directed by the ICSI in writing, the successful bidder will continue to perform its obligations under this order as far as is reasonably practical and shall seek all reasonable alternative means for performances of this order.
- (l) **Indemnity Clause:** The Service Provider will indemnify ICSI against all statutory liabilities present and future arising out of this contract. In the event of violation of any contractual or statutory obligations, the successful bidder will be fully and solely responsible for the same. Further, in the event of any action, claim, damages, suit initiated against ICSI by any individual, law enforcement agency or government authority due to acts and omissions, the successful bidder will be liable to make good/compensate such claims or damages to the ICSI. As a result of the successful bidder action, inaction or any omissions, if ICSI is required to pay any damages to any individual, law enforcement agency or government authority, the successful bidder would be required to reimburse to ICSI such amount with other expenses incurred by ICSI or ICSI reserves the right to recover but not limited to such amount from the payment(s) due to the successful bidder while settling its bills or from the amount of security deposit lying with ICSI. However, ICSI reserves its right to take legal recourse as permitted under law of the land. In case of any damage caused to the institution due to negligence, carelessness or inefficiency of staff of the vendor, the vendor shall be responsible to make good the loss. The ICSI shall have right to adjust the damage / loss suffered by it from the security deposit or / and to charge penalty as decided by the Institute. Decision of the ICSI in this respect shall be final & binding on the vendor.
- (m) **Compensation:** In case of any damage or loss caused to the Institute due to breach of term or condition of the tender / contract, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct or deficiency of Service Provider or its staff, the bidder(s)/vendor shall be liable to compensate the loss cause to ICSI and to pay damages. The Institute shall have right to adjust the damage / loss suffered by it from the security deposit / earnest money deposit / bank guarantee and / or to charge penalty as decided by the Institute. Decision of the Institute in this respect shall be final & binding.
- (n) **Termination**
Either party may terminate this Agreement by giving a six (6) 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 three (03) months' notice in writing in case Service Provider fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Service Provider or by its staff or agent or in case there are more than 3 penalties on the Service Provider in any month.

Any pending or unresolved operational issues, performance, unpaid fees and any other remedies shall be continued by the empanelled vendor(s) during the period of the termination notice and the same must be satisfied/completed before this agreement/contract 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 empanelled vendor(s).

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 the ICSI and the Service Provider.

In case of any further information/clarification, you may contact undersigned on any working day during office hours.

Date: 13th March, 2024


(A K. Srivastava)

Joint Secretary (Purchase & Stores)
The Institute of Company Secretaries of India
C-36, Sector-62, Noida
E-mail id: ashvini.srivastava@icsi.edu
Tel :0120-4082109





**THE INSTITUTE OF
Company Secretaries of India**

भारतीय कम्पनी सचिव संस्थान

IN PURSUIT OF PROFESSIONAL EXCELLENCE

Statutory body under an Act of Parliament

(Under the jurisdiction of Ministry of Corporate Affairs)

Annexure A

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

Tender No. Purchase (CSEET):2024-25/84

Date: 13th March, 2024

Tender for engagement of competent Service Provider for conducting Computer-Based CS Executive Entrance Test (CSEET) of The Institute of Company Secretaries of India on Turnkey Basis (Including Developing Question Bank, Enrolling Candidates, Preparing Sample Questions, Establishing Test Centres, Conducting Computer Based Test, Result Processing and Declaration thereof).

PART 'B' TECHNICAL BID

Form I: PARTICULARS OF BIDDER

(ALL COLUMNS ARE TO BE FILLED IN BLOCK LETTERS)

S.No.	Particulars.	Response	Supporting Document Reference with page No.
1	Name of Organization/company		
2	Type of Organization/ Company		
3	Address of the Organization/company		
4	Tele/Fax/E-mail.id /Mobile No. of the company submitting the tender		
5	Name and Designation of the Contact Person(s) responsible for execution of the ICSI project with Mobile nos. (minimum five officials in the order of preference)		
6	Complete Address and Telephone Nos. of Vendor's Office(s)/contact person (s) in NCR/ Delhi (if any)		
7	Escalation matrix up to the level of CEO with phone no. and email ids. Please provide details on business letter head, duly signed and stamped by the authorised signatory.		
8	Description of Core Business / Activities & No. of Years in the business.		

B. Statutory Registrations of the Bidder:

Sl. No	Particulars	Registration Nos. and Date (Copy enclosed)
1	TAN	
2	Bankers Name and Address	
3	Bank Account No. (Savings Bank/ Current Account) IFSC Code	

C. Statutory Compliance by the Bidder:

Sl. No	Particulars	Challan Nos. and Date of submission (Copy enclosed)
1	Income-tax Return of immediately preceding 3 Assessment Years.	
2	GST Return for last 3 Quarters just preceding the quarter in which the tender is submitted.	
3	PF, ESI Challan for the immediately preceding month in which the tender is submitted.	

D. Financial Position of Bidder (for the last three years): (Please attach the audited reports and solvency certificate)

Sl. No.	Years	Turnover (Rs. In lakhs)	Net Worth (Rs. In lakhs)	Operating Profit (Rs. In lakhs)
1	2020-21			
2	2021-22			
3	2022-23			

E. Division wise Annual Turnover (for the last three years)

Sl. No.	Years	Turnover (Rs. In lakhs)	Division wise Turnover (Rs. in lakhs) (Certified by CA)			
			Computer Based Test And result processing	Software Development /Services	Other IT related Services	Other Areas of Operation
1	2020-21					
2	2021-22					
3	2022-23					

F. Experience of Bidder in conducting Computer Based Test and Result Processing Activities.

S. No.	Particulars	Response	Supporting Document Reference with Page No.								
1.	Number of ongoing projects and their scope of work										
2.	<p>No. of years' experience exclusively in conducting Computer Based Test and Result processing as core area of activity.</p> <p>i) Max. number of candidates handled in a year (in last 3 year)</p> <p>ii) Max. number of candidates handled in one shift (in last 3 years.)</p> <p>iii) No. of Clientele for conduct of All-India Exam</p> <p>(a) Assignment in CBT mode</p> <p>(b) Assignment in Remote Proctored CBT mode</p> <p>iv) Conduct of CBT on All-India.</p> <table border="1"> <thead> <tr> <th>Client/Examining body</th> <th>No. of Exam Centre</th> <th>No. of Candidates in each exam</th> <th>No. of Years</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Client/Examining body	No. of Exam Centre	No. of Candidates in each exam	No. of Years					<p>Attach supporting copy of work order and Completion / Appreciation Letter.</p>	
Client/Examining body	No. of Exam Centre	No. of Candidates in each exam	No. of Years								
3.	List of existing clients to whom services were provided during the last 3 years in conducting end-to-end computer based test process in the Education /Government sector to cover activities like, application processing, payment gateway, admit card upload, computer based test delivery and administration and result processing (Please attach full details as per Appendix A and supporting documents)										
4.	Self-attested copies of performance certificates from at least three clients for whom All India Computer Based Tests and Remote Proctored CBT have been conducted										



G. Quality Certification

S. No.	Particulars	Response	Supporting Document Reference with Page No.
1.	Quality Certifications CMMi L3 onwards, ITSM 20000, ISO 9001:2015 and ISO 27001:2013		

H. Technical Competencies


S. No.	Particulars	Response	Supporting Document Reference with Page No.
1.	Description of software for Online Enrolment of Candidates for the Test and conduct of Computer based Test to be used for ICSI project		
2.	What is the Test Software owned by the Bidder including copyright of the software source code		
3.	List of Test Centres specifying cities and venues in India along with their respective seating capacity in single session for arranging CBT for ICSI (Particulars to be given separately for owned and franchise		
4.	Whether the bidder has proper infrastructural arrangement for conducting Computer based Test at Dubai?		
5.	Describe the physical layout requirements of Test centres in which you propose to conduct CSEET. Is the physical layout standardized across Test centres		
6.	Is the bidder's system/software capable of dealing with Question bank prepared in English/Hindi language?		
7.	Describe your technological solutions and procedures adopted for security at Test centres		
8.	Describe the internet connectivity, networks and servers you will provide at each test centres in parametric terms and the corresponding efficiency implications		
9.	Total No. of computer terminals, server, UPS and other supporting peripherals available through all the test centres (owned and franchise vis-à-vis the number of equipment that can be used for handling the Institute's Test in time-bound manner.		
10.	Number of days required for completion of pre-test activities before the		



	commencement of test and number of days required for processing and finalisation of result and submission of supporting reports after completion of CSEET.		
11.	Describe the technical competency of bidder to execute the Computer Based Test for ICSI		
12.	Any additional technical / infrastructural information which the bidder wants to submit		
13.	Number of Software developers, technical employees and Test Administrators for the Smooth conduct of Computer Based Test		List of resource persons with designation signed by the Company Chief Executive / authorised signatory
14.	Necessary hardware, software networking and security with their dedicated Test Centres (own and/ franchise) with adequate Infrastructure facilities across all Indian Cities where the Institute has its existing Test Centres		List along with address And seating capacity Of each Test centre (Own centres and franchise centres separately) signed by the Company Chief Executive / authorised signatory
15.	Necessary arrangements to conduct CSEET for physically challenged candidates		Certificate from the Company Chief Executive / authorised signatory
16.	Data privacy policy and process as per global standards		Self-Declaration from the Company Chief Executive / authorised signatory

I. Professional Staff and Competence for the Assignment

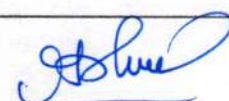
S. No	Particulars	Response		Supporting Document Reference with page No
		Vendor's Organisation	Out of which available for ICSI assignment under this tender	
1.	No. of employees to be provided by the bidder for a particular Test Centre for the project of ICSI (i) Software Developers, Technical & Functional Team (ii) Test Delivery & Operations Team (iii) Test Administration, Quality, Audit & Training Team (iv) Others			
2.	No. of Full-time employees of the bidder available for the project of ICSI along with their designation,			



	qualification, experience and role in ICSI project. (i) Software Developers, Technical and Functional Team (ii) Test Delivery & Operations Team (iii) Test Administrators (iv) Qualify, Audit & Training Team (v) Others (please attach full details)			
3.	Name of the Project Officer of the bidder to be deputed for the conduct of ICSI Project and his qualification and experience			

J. Technical Approach and methodology for Conducting Computer Based Test

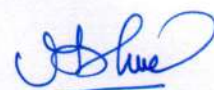
S. No.	Particulars	Response/Supporting Document Reference with page No.
1.	Describe the proposal for providing access to cities/Test centres where the bidder has franchisee, i.e., other than the permanent test centres of the bidder and how the bidder plans to scale-up the capacity in each location to the meet the ICSI's requirement	
2.	Describe the process of collection, storage and retrieval of data and to prevent, detect and act on impersonation, unfair means/malpractice, and fraud during test and theft of intellectual property.	
3.	Procedure to report to ICSI regarding incidence of fraud, use of unfair means, status of action taken and resolutions?	
4.	How the bidder shall ensure that all the staff at the test centres have been trained and certified to administer ICSI Test?	
5.	How would the bidder regulate the flow of candidates on the Test Day(s) for smooth conduct of Test?	
6.	How would the bidder work with ICSI if unforeseen mismatch between demand and capacity at various locations arises?	
7.	How would the bidder ensure that the Test centres meet the minimum required standard for conduct of CBE?	
8.	How the bidder would ensure quality Customer service, test quality, security, and procedures relating to deterring, detecting and handling Untoward incidences?	
9.	How will the bidder monitor Test activities at the test venues and how these activities will be recorded?	
10.	How the bidder would provide access to candidates' information, their scores and test volume data to the ICSI	



11.	In case of breakdown of the system due to any reasons including technical problem, how to deal, compensate and complete the test process.	
12.	Describe The comprehensive business continuity plan/disaster recovery plan	
13.	How the ICSI project will be organized and managed to ensure appropriate accountability at various aspects of the work?	
14.	Highlight the role of ICSI and the bidder in carrying out the project	
15.	Synopsis of the bidder's approach to Undertake the assignment.	
16.	Justification why the bidder is to be considered itself as the best and competent agency to undertake the ICSI – Computer Based test project.	
17.	Any additional information which the bidder wants to submit	

K. Arrangements at Test Centres

1.	<p>Please submit list of Cities where the bidder can establish One or More Test Centres (please mention separately for Own Centres and Hired Centres) having following infrastructure / Technical Competencies:</p> <p>Essential:</p> <ul style="list-style-type: none"> a) CCTV camera in the rooms b) Different washroom for Gents and Ladies c) RO Drinking Water Facility d) Generator/ Power Backup e) UPS with each workstation or centralised UPS <p>Preferable:</p> <ul style="list-style-type: none"> f) Locker facility g) Parking facility h) Staff on the rolls of the Company at the Centre i) Facility for bio-metric verification of examinees j) Seated Waiting Area for parents <p>Please submit a city-wise list of test centres. Against each Test Centre please mention whether each of the above essential facilities are available or not.</p>	
----	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--



Past Experience of the Bidder
(Summary of Project Completed during last Three Years)

A. In Conducting Computer Based Test and Result Processing

Sr. No	Name, Address of the organization for which CBE has been executed	Name and designation of the contact Person (with Mobile no.)	Name of the Test	Period of Execution	Value of the contract/project (Rs. in lakhs)	No. of candidates appeared for the Test	No. of Exam Centres

B. In Conducting Remote Proctored and Result Processing

S. No.	Name, Address of the organization for which remote proctored test has been executed	Name and designation of the contact Person (with Mobile no.)	Name of the Test	Level / Purpose of remote proctored test	Period of execution	Value of assignment (in Rs.)	No. of candidates appeared for the remote proctored Test	No. of proctors engage for the students

Place:-----

Date:-----

Signature _____
 Name _____
 Designation _____

Seal of the Company



Appendix - B

List of Software Developers, Technical, Functional, Test Delivery and Operations Team to be employed for the project of ICSI by the Bidder

(Detailed Curriculum Vitae of key personnel along with their role in the company, who will be associated with this project is to be attached with the Bid document)

Sl. No	Name	Designation	Educational Qualification	Involvement in similar projects	Role in ICSI Project

Place:-----

Date:-----

Signature_____

Name_____

Designation_____

Seal of the Company



**THE INSTITUTE OF
Company Secretaries of India**

भारतीय कम्पनी सचिव संस्थान

IN PURSUIT OF PROFESSIONAL EXCELLENCE

Statutory body under an Act of Parliament

(Under the jurisdiction of Ministry of Corporate Affairs)

Annexure B

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

Tender No. Purchase (CSEET):2024-25/84

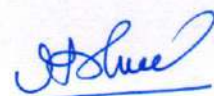
Date: 13th March, 2024

Tender for engagement of competent Service Provider for conducting Computer-Based CS Executive Entrance Test (CSEET) of The Institute of Company Secretaries of India on Turnkey Basis (Including Developing Question Bank, Enrolling Candidates, Preparing Sample Questions, Establishing Test Centres, Conducting Computer Based Test, Result Processing and Declaration thereof).

Form II: Eligibility Criteria Details

Essential Requirements		
S. No.	Minimum Eligibility Criteria	Documents to be submitted
1.	Bidder must be a Government Undertaking or a company incorporated in India under the Companies Act, 2013 or Companies incorporated under erstwhile Company Act or LLPs.	Copy of Certificate of Incorporation issued by Registrar of Companies and MOA and AOA duly certified by authorised signatory.
2.	Power of Attorney / Authorization letter is to be submitted in favour of the person, who is signing and submitting the tender on behalf of the bidder.	Certificate from authorised signatory by Board or CEO/MD/Company Secretary.
3.	The average of annual turnover of the bidder for the last 3 years (FY 2022-23, 2021-22 and 2020-21) should be above Rs.25 crore of which the average turnover from Computer Based Test business (Group turnover will not be accepted) should be at least Rs. 5 crores.	Copy of the audited Annual Reports and Certificate issued by Chartered Accountant.
4.	<p>Bidder should have experience of conducting Computer Based Test for the last 5 years with experience of handling a minimum of 80,000 candidates per year at all India level for last 3 years with a minimum of 20,000 candidates in one sitting at least in one case.</p> <p>Bidder experience should cover activities like development of question bank, enrolment of examinees, application processing, payment gateway, admit card uploading, computer-based Test delivery & administration, result processing and its declaration in last 3 years.</p>	Copy of Order and/or certificate of completion of the work.

5.	Bidder must be making operating profit in the last 3 years of operations	Copy of the audited Annual Reports
6.	IPR of the Computer Based Test Software must be owned by the Bidder	Certificate from the CEO/MD/ authorised signatory.
7.	Bidder should have in-house software Certificate from the development division and an in-house quality Company Chief Assurance and product testing team with a robust quality management process that are followed to test and certify the system used in conduct of Test.	Certificate from the CEO/MD/ authorised signatory.
8.	Bidder should have sufficient number of Software developers, technical employees and Test Administrators for the Smooth conduct of Computer Based Test	Certificate from the CEO/MD/ authorised signatory covering the list of resource persons with designation as available with the bidder and as would be available for the Institute's assignment under this Tender document.
9.	The Bidder should have necessary hardware, software networking and security with their dedicated Test Centres (own and/ franchise) with adequate Infrastructure facilities across all Indian Cities for CSEET.	List along with address and seating capacity of each Test centre (Own centres and franchise centres separately) signed by the CEO/MD/ authorised signatory.
10.	The Bidder should have necessary arrangements to conduct CSEET for Divyangjan candidates.	Certificate from the CEO/MD/ authorised signatory.
11.	Submission of Tender Fee	Please attach receipt / DD of the tender fee or valid NSIC / MSME certificate/document.
12.	Submission of EMD or valid NSIC / MSME certificate/document.	Please attach copy of EMD receipt/DD or valid NSIC / MSME certificate/document.
13.	Bidder should provide a minimum of 3 client references where similar Test services have been rendered and to arrange for Clientele/Site visit for whom similar work is in progress or successfully executed in the recent past (not older than five years).	Reference letter from head of the concerned examining bodies.
14.	The bidder should have data privacy policy and process as per global standards	Self-Declaration from the CEO/MD/ authorised signatory.
15.	The bidder should have comprehensive Business Continuity Plan/ Disaster Recovery Plan in practice	Self-Declaration from CEO/MD/ authorised signatory.
16.	The Bidder should possess the necessary certification on (i) information security systems/standard; and (ii) service delivery	Copy of the valid certificates



17.	Bidder should not have been blacklisted by any Firm/Organization/School/ Board/ University / Institution or any Government organization and no litigation is pending in the court of law against the bidder. Bidder also should not be under any legal action or not declared ineligible to participate for unsatisfactory past performance by the Government of India for indulging in corrupt, fraudulent, coercive, undesirable, or restrictive practices or any other unlawful or unethical business practices with any Central/ State Government Ministry/Department/ PSU/ Statutory Body / Government Company in last 5 years. The Bidder also must not have been declared bankrupt/insolvent or should not have filed for bankruptcy/insolvency in the past five years or in the process of being declared bankrupt / insolvent before any designated authority. Please enclose declaration from Authorized Signatory on the Bidder's Business Letter Head.	Certificate from the CEO/MD/ authorised signatory.
18.	The Bidder who was awarded any contract in the past by the Institute but terminated during the contract period due to unsatisfactory performance will not be eligible /considered to participate in this tender. Also, a bidder who was awarded any contract earlier but refused to continue the contract/refused to sign the agreement as given by the Institute will not be eligible to participate in this tender.	Please enclose declaration from Authorized Signatory on the Bidder's Business Letter Head.
19.	Arrange for technical presentation before the appropriate committee as to how the cycle of centre-based CBT and remote proctored CBT should be completed, result is declared and made available for admission to Company Secretaries Executive Programme.	Advance submission of copy of Technical Presentation duly certified by CEO/MD/ authorised signatory.
20.	Bidder's Banker's certification for satisfactory banking	Please enclose letter from Authorized Signatory of the Bidder's Bank

Place:-----

Date:-----

Signature_____

Name_____

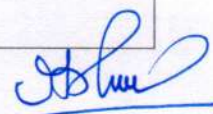
Designation_____

Seal of the Company



Other Details to be furnished along with the bid as part of **ELIGIBILITY CRITERIA**

S. No.	Particulars	Documents to be submitted
1.	<p>Solution document: Solution document provided by the bidder as part of response should include the following parameters:</p> <ul style="list-style-type: none"> i. Design details and parameters based on which bidder proposes to undertake the project of conducting the Computer Based Test. ii. Complete scope of work and list of the activities to be executed as part of the project iii. Security principles: The procedures, best practices which are followed and adopted. 	Solution document as part of bid response document
2.	The bidder shall commit that the key personnel to be employed for the project have been sufficiently involved in similar implementations and that once assigned to the project will not be moved out of it, except for reasons beyond the control of the bidder or with the prior consent of the ICSI official concerned. In such case an equally competent employee shall be provided as replacement.	CV's of personnel to be assigned Self-certification from the Company Chief Executive / authorised signatory
3	<p>Please submit list of Cities where the bidder can establish One or More Test Centres (please mention separately for Own Centres and Hired Centres) having following infrastructure/Technical Competencies:</p> <p>Essential:</p> <ul style="list-style-type: none"> a) CCTV camera in the rooms with recording backup of three months and to provide CCTV footage as and when required by the Institute. b) Different washroom for Gents and Ladies c) RO Drinking Water Facility d) Generator/ Power Backup e) UPS with each workstation or centralised UPS f) Adequate cooling / air-conditioning / proper ventilation g) Well positioned seats with at least 3 feet distance in between <p>Preferable:</p> <ul style="list-style-type: none"> a) Locker facility b) Parking facility 	Please provide the list of cities.



	c) Staff on the rolls of the Company at the Centre d) Facility for bio-metric verification of examinees e) Seated Waiting Area for parents Please submit a city-wise list of test centres. Against each Test Centre please mention whether each of the above essential facilities are available or not.	
5	Bidders with Support Centre and project office based in Delhi/NCR would be preferred	Copy of the address proof
6	Bidders should provide a detailed time cycle for the total implementation of the test in each session	Copy of detailed time schedule with implementation plan
7	The bidder should provide address details of their project office(s) and support centre(s)/ clients for personal visit by the ICSI officials	Copy of address details should be provided

Place:-----

Date:-----

Signature _____
Name _____
Designation _____

Seal of the Company



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

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

Sub: Tender for engagement of competent Service Provider for conducting Computer-Based CS Executive Entrance Test (CSEET) of The Institute of Company Secretaries of India on Turnkey Basis (Including Developing Question Bank, Enrolling Candidates, Sample Questions, Establishing Test Centres, Conducting Computer Based Test, Result Processing and Declaration thereof).

Sir,

This is with reference to the Tender No. Tender No. Purchase (CSEET)/2024-25/84 dated 13th March, 2024, due on 4th April, 2024. I am/ We are interested to participate in the 'Tender for engagement of competent Service Provider for conducting Computer-Based CS Executive Entrance Test (CSEET) of The Institute of Company Secretaries of India on Turnkey Basis (Including Developing Question Bank, Enrolling Candidates, Preparing Sample Questions, Establishing Test Centres, Conducting Computer Based Test, Result Processing and Declaration thereof)' dated 13th March, 2024. We declare that:

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

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



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

Tender No. Purchase (CSEET)/2024-25/84

Date: 13th March, 2024

Tender for engagement of competent Service Provider for conducting Computer-Based CS Executive Entrance Test (CSEET) of The Institute of Company Secretaries of India on Turnkey Basis (Including Developing Question Bank, Enrolling Candidates, Preparing Sample Questions, Establishing Test Centres, Conducting Computer Based Test, Result Processing and Declaration thereof).

PART 'C' (FINANCIAL BID)

[On the Letter head of Bidder and should be separately sealed as per instruction]

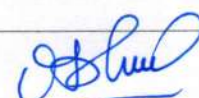
Secretary

The Institute of Company Secretaries of India
ICSI House,
22, Institutional Area, Lodi Road
New Delhi-110 003

Dear Sir,

I/We hereby submit our Price/Financial Bid for enrolment of candidates, processing of applications using Institute's payment gateway, uploading of admit cards, conducting of Computer Based Test (CBT) and processing of results for ICSI - CS Executive Entrance Test on all India basis and overseas centre at Dubai as per the terms and conditions and scope of work specified in the tender document:

(I) Financial Bid for conducting Computer Based Test at the Test Centres as per detailed scope of work as mentioned under the head Option-A of the Tender including all liabilities and responsibilities mentioned in the tender)	Rate inclusive of all Charges, levies, duties (in Rs.) per Candidate (except GST , which will be paid separately based on the prevailing rates subject to submission of Tax invoice)
Rates to be quoted for all items separately for completing all activities on Turnkey basis (except development of Question Bank) in Rupees per Candidate basis:	
(a) Registration and Enrolment to CSEET & Collection of Fee into ICSI Bank Account (this is an optional item, if ICSI avails this service from the vendor, then only this charge will be payable)	
(b) Issue of Admit Card	
(c) Conducting mock tests, identification and establishment of test centre, conducting 120 Minutes (or as decided by ICSI) computer based CSEET at Test centres & Result Processing, its declaration and hosting of E-result cum marks statement with Security features, Providing Result Data in prescribed format.	
Total (I) (a+b+c)	



(II) Financial Bid for conducting Computer Based Test on Remote Proctored mode as per detailed scope of work as mentioned under the head Option-B of the Tender including all liabilities and responsibilities mentioned in the tender)	Rate inclusive of all Charges, levies, duties (in Rs.) per Candidate (except GST , which will be paid separately based on the prevailing rates subject to submission of Tax invoice)
Rates to be quoted for all items separately for completing all activities on Turnkey basis (except development of Question Bank) in Rupees per Candidate basis:	
(a) Registration and Enrolment to CSEET & Collection of Fee into ICSI Bank Account (this is an optional item, if ICSI avails this service from the vendor, then only this charge will be payable)	
(b) Issue of Admit Card	
(c) Conducting mock tests, conducting 120 Minutes (or as decided by ICSI) through Online CBE on MCQ pattern through Remote Proctored Mode & Result Processing, its declaration and hosting of, E-result cum marks statement with Security features, Providing Result Data in prescribed format.	
Total (II) (a+b+c)	

(III) Rates to be quoted for Developing Question Bank* (this is an optional item, if ICSI avails this service from the vendor, then only this charge will be payable)	Rate inclusive of all Charges, levies, duties (in Rs.) (except GST , which will be paid separately based on the prevailing rates subject to submission of Tax invoice)
(a) Development of Question Bank for the Test (1000 Questions per paper/part per session)	
(b) Development of Question Bank for the Test (500 Questions per paper/part per session)	
(c) Providing software for secured Question Bank authoring	
Total (III) (a+b+c)	

* The rates quoted under these heads will also be included in evaluation of Commercial bid. If the ICSI avails the service from the successful bidder, only then payment will be made.



(IV) Rates conducting test in Dubai Rates to be quoted for completing all activities on Turnkey basis (except development of Question Bank) Rate in Rupees per Candidate for	Rate inclusive of all Charges, levies, duties (in Rs.) (Except GST , which will be paid separately based on the prevailing rates subject to submission of Tax invoice)
Rate for conducting test Dubai (Per candidate)	

(V) Rates for conducting repeat test for CSEET, if opted by the candidate. If for any reason if any candidate cannot appear and / or complete the CSEET, vendor will also be required to conduct repeat test for those candidates, separately as per instructions of ICSI. In case of repeat test, billing will be done on the basis of total number of candidates actually appeared in the repeat test (this clause is not applicable in case of centre/lab based exam).	Rate inclusive of all Charges, levies, duties (in Rs.) (Except GST , which will be paid separately based on the prevailing rates subject to submission of Tax invoice)
Rates to conduct repeat test for CSEET (Rate in Rupees per candidate.	

(VI) Rates for conducting several online competitions	Rate inclusive of all Charges, levies, duties (in Rs.) (Except GST , which will be paid separately based on the prevailing rates subject to submission of Tax invoice)
Rates to conduct several online competitions for CS Students time to time (including registration of students interested to appear in such competitions) viz. GK Quiz, Company Law Quiz, Constitution Day Quiz etc. without proctoring. In some quizzes, only one round will be conducted, but in some other quizzes, there may be Preliminary Round, Semi Final Round & Final Round etc. also as decided by the Institute from time to time. (Rate in Rupees per Candidate per competition. #	

Notes:

- (a) The rates to be quoted by the bidder shall be Rate inclusive of all Charges, levies, duties (in Rs.) per Candidate (except GST, which will be paid separately based on the prevailing rates subject to submission of Tax invoice) and the same shall be paid as per statutory requirements of the Institute. The rates quoted shall remain valid till three years from the date of commencement of the contract and no request for increase or enhancement in the rates for whatsoever reason shall be entertained by the Institute



- (b) Presently the Institute is having Test centre at Dubai, hence, any difference in rate for conducting the Test in Dubai/any other country also may be mentioned in separate sheet.
- (c) The Institute reserves the right to award the work relating to "Enrolment to CSEET & Collection of Fee into ICSI Bank Account" to the selected agency OR to undertake the said activity on its own through internal resources while advising the selected to agency to complete all other activities.
- (d) For evaluation of financial bids and calculation purpose, the rate quoted by the bidders at s.no. (I) & (II) will be multiplied by 80,000 (estimated number of candidates per year).
- (e) #Vendor is required to submit quote for such competitions @ rate per student per competition for all the rounds together (all services inclusive).

Place:-----

Date:-----

Signature _____

Name _____

Designation _____

Seal of the Company



STANDARD FORMAT AND TERMS AND CONDITION OF SERVICE LEVEL AGREEMENT

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

BETWEEN

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

AND

M/s _____, Company incorporated under the Companies Act 1956/2013, having registered office at _____ and with its corporate office located at _____, represented by _____ authorized vide Board Resolution dated _____ (hereinafter referred to as **"Service Provider"**) which expression, unless repugnant to the context, shall be deemed to include its successors, legal heirs and permitted assigns) of the **"SECOND PART"**.

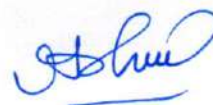
WHEREAS:

ICSI desired to get **"competent Service Provider for conducting Computer-Based CS Executive Entrance Test (CSEET) of The Institute of Company Secretaries of India on Turnkey Basis (Including Developing Question Bank, Enrolling Candidates, Preparing Sample Questions, Establishing Test Centres, Conducting Computer Based Test, Result Processing and Declaration thereof) more specifically mentioned under the heading "Scope of Work" (hereinafter referred to as "Services")** and wished to engage an Agency/Company for the same. For the purpose, ICSI floated a Tender on its web site on 2024.

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

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

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



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

1. Scope of Work to be mentioned

2. Security Deposit

- (a) The successful bidder whose bid is accepted by the ICSI shall be required to give a security deposit of minimum 5% of the annual contract value (or more if required) through an irrevocable Bank Guarantee from any Nationalised Bank in favour of the Institute of Company Secretaries of India to cover any loss or damage caused to or suffered by the Institute due to acts of commission and omission by the successful bidder or any failure on the part of the successful bidder in fulfilment of terms and conditions of the bid or work order or contract. The Bank Guarantee shall be valid for contract period plus three months (90 days) beyond the completion of contract period including warranty obligations and shall be submitted within 10 (ten) days from the date of award of tender but before execution of the agreement. No interest shall be payable by ICSI on the security deposit, so held.

(b) Security Deposit

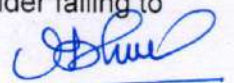
(i) *ICSI shall have the right to invoke the Bank Guarantee and to forfeit the security deposit if Service Provider contravene or breach any of the terms and conditions of this Service Level Agreement (SLA) or if the Service Provider withdraws or amends, impairs or derogates from Work Order / Service Level Agreement (SLA) or fails to execute the work as per the Work Order / Service Level Agreement (SLA) or fails to deliver the satisfactory performance during the period of contract.*

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

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

2. Compliances of Law

- (a) Service Provider shall carry out the Services in strict compliance with all relevant laws and regulations of the State or Territory within India where the Services are being rendered and in accordance with the conditions of any permit, license or concession relating to any part of the Services, whether held by Service Provider, ICSI or any other concerned party.
- (b) Service Provider shall indemnify and hold ICSI harmless from and against any liability, penalty, cost or expense suffered or incurred as a result of Service Provider failing to



comply with any law, or regulation, or such permit or license relating to any part of the Services."

3. Terms of Payment

- (a) Normal payment term is 45 days and the payment would be made through the RTGS system on receipt of bill/s after the satisfactory completion of the work in each session as per work order /instructions of the Institute.
- (b) Payment of Taxes: Service Provider shall be responsible for and shall pay all taxes, duties, excises, assessments or other charges of any kind or nature whatsoever levied by any government or governmental body on or in connection with the Services including without limitation sales taxes, duties, customs, levies, GST and any other tax ("taxes") levied on the equipment, supplies and any other item/service supplied by Service Provider. ICSI may withhold from payments due to Service Provider any amounts required with respect to the aforementioned taxes and to remit the same with the relevant authorities, in case of failure on the part of Service Provider.

4. Consideration

- (a) In consideration of services being rendered by the Service Provider under this Agreement, ICSI shall pay an amount of Rs. ----- (inclusive all taxes , GST, fees, cess, charges, surcharges etc.) per year during the term of this Agreement. Payment by ICSI shall be made in equated instalments quarterly at the end of each quarter on receiving the bill from Service Provider. After the expiry of the term the service charges shall be revised as per mutual agreement between the parties
- (b) Modification/variation in Terms of Contract: ICSI reserves the right to modify or may bring some variation in the terms and conditions of the contract, if it is found necessary due to any operational difficulty or any other genuine reasons.

5. Payment of Taxes

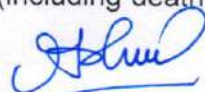
The Service Provider shall be responsible for and shall pay all taxes, duties, assessments or other charges of any kind or nature whatsoever levied by any government or governmental body on or in connection with the Services including without limitation all statutory levies, taxes, fee, duties, rate, 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.

6. Intellectual Property Rights

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

7. Indemnity

- (a) Service Provider shall be solely liable for and shall indemnify ICSI, its officers, servants, employees and agents against all liabilities, losses, claims and expenses of any nature whatsoever arising from any personal injury or illness (including death) of



any nature whatsoever and any penalty, loss, damage or destruction to any property whether real or personal where such liability arises out of or in connection with the conduct of the Services whether under common law, under statute or otherwise. The Service Provider further covenants and agrees to indemnify and keep at all times indemnified the ICSI against any loss or damage that the ICSI may sustain directly or indirectly as a result of the failure or negligence of the Service Provider or its employees to faithfully carry out its obligations under this agreement and further to pay for all losses, damages, costs, charges and expenses which the ICSI may reasonably incur or suffer and to indemnify and keep indemnified the ICSI in all respects.

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

8. Force Majeure

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

9. Confidentiality of Information

- (a) During the term of this Agreement and thereafter, any disclosing party's Confidential Information received by the receiving party, under and by virtue of this Agreement, shall be maintained in the strictest confidence and trust and shall not be disclosed to a third party without the prior written consent of the disclosing party, unless such information is required to be disclosed in pursuance of the order of a competent court, tribunal or other regulatory authority exercising valid jurisdiction, in which case the party required to make the disclosure shall promptly notify the other Party in writing of such disclosure. For purposes of this agreement "Confidential Information" means information that: (i) is sufficiently secret to derive economic value, actual or potential, from not being generally known to other persons who can obtain economic value from its disclosure or use; and / or (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.
- (b) Any software / hardware material, product specifications, financial information, documents covered under this agreement shall be confidential information and deemed to be in private domain and it shall not be made public or shared with any other party without the prior written consent of the ICSI. All such information/material shall be treated as confidential for a minimum period of two years after this agreement comes to an end or as agreed from time to time.
- (c) Provided that upon the expiration, cancellation, or termination of this Agreement, each party shall, upon the written request of the other party, return or destroy, to the satisfaction of the other Party, all Confidential Information, documents, manuals and other materials specified by the other Party.



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

10. Genuine Software

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

11. Termination

- (a) Either party may terminate this Agreement by giving a Six (6) months' notice in writing to the other party for termination of agreement.
- (b) The ICSI without prejudice to any other remedy, reserves the right to terminate the agreement in whole or in part by giving Three (3) months' notice in writing in case Service Provider fails to discharge its obligation under this agreement without sufficient grounds or found guilty for breach of condition(s) of the agreement, negligence, carelessness, inefficiency, fraud, mischief and misappropriation or any other type of misconduct by Service Provider or by its staff or agent or in case there are more than Three (3) penalties on the Service Provider in any month.
- (c) 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.
- (d) 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.

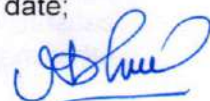
12. Liquidated Damages:

In case any obstruction comes while conducting computer based examination, which the Service Provider fails to rectify in given period and it ultimately causes harm / damage to the Institute or its reputation, the Institute shall reserve its right to hold Service Provider liable to pay liquidated damages of Rs. _____/- .

13. Penalty

If the Selected Bidder fails to complete the implementation of full-fledged system within the period specified in the Contract, ICSI, shall without prejudice to its other remedies, impose penalty as below :

- a. ½ per cent of total value of contract, for each day of delay, in case of services are delivered either in full or partly within 7 days after the due date;



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

14. COMPENSATION

Without prejudice to the foregoing, the Service Provider shall be accountable and responsible to compensate and pay damages to ICSI for any loss/ damage/ claim/ liability, whatsoever, caused either directly or indirectly by the Service Provider, its staff or agents which may arise either due to delay, negligence, fraud, misrepresentation, misconduct or material breach of this contract/ tender.

15. Blacklisting

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

14. Governing Law

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

15. Dispute Resolution

Any dispute, difference, controversy or claim ("Dispute") arising between the Parties out of or in relation to or in connection with this Agreement, or the breach, termination, effect, validity, interpretation or application of this Agreement or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution by the authorised official of the parties. If, for any reason, such Dispute cannot be resolved amicably by the Parties, the same shall be referred to the sole arbitrator to be appointed mutually by the Parties. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force will be applicable to the arbitration proceedings. The venue of the arbitration shall be at New Delhi. 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.

16. Independent Contract & Relationship between the Parties

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

That it is expressly understood & agreed between the parties to this agreement that the personnel(s) employed / hired / engaged (permanent / regular / casual / contractual / temporarily / daily wager or whatever be the status / name) by the Service Provider directly or indirectly for the execution of work as provided under this agreement, shall not be employee /

officer of the ICSI for any purpose. None of such person of the Service Provider shall have any right to claim anything against the ICSI.

17. Non-Exclusive Agreement

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

18. Complete / Entire Agreement

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

19. 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.

20. Non Waiver

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

21. Severability

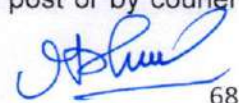
If any provision of this agreement is held invalid, unenforceable or illegal for any reason, this agreement will remain otherwise in full force apart from that provision(s) which shall be deemed deleted.

22. 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.

23. Notices & Notifications

All notices, notifications, request, consents or other communications required or permitted to be given to either party pursuant to this Agreement shall be in writing and shall be delivered personally or sent by Registered Post with acknowledgement due, Speed post or by courier



to the addresses indicated in this Agreement. Any change of Address should be notified to each other.

24. Alteration and Modification

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

25. Headings

The headings used in this Agreement are for purposes of convenience only and shall not control the language or meaning of the provision following.

26. 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:

- (a) This Agreement
- (b) The Attachments (if any)
- (c) The Purchase / Work Order
- (d) The Offer / RFP / Tender

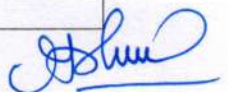
27. Jurisdiction of Courts

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the day and month and year first written above.

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

*****X***



TENTATIVE FORMAT OF NON-DISCLOSURE AGREEMENT

Non-Disclosure Agreement

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

ICSI House, No. 22 Institutional Area, Lodi Road, New Delhi – 110003

(hereby referred to as "**Disclosing Party**")
AND

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

AGREEING TO THE FOLLOWING POINTS
POINT 1

Recipient Party agree to the following clause :

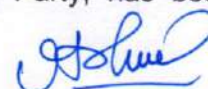
The confidential information shared, as mentioned above, cannot be shared with any other third party in any circumstances whatsoever. The confidential information is the property of the Disclosing Party and it cannot be used for any other purpose other than the agreed purpose without the consent of the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

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

1. Definition of Confidential Information.

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

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



developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as Stakeholders secrets

2. Disclosure of Confidential Information.

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

The Receiving Party agrees to hold in confidence and trust and to maintain as confidential all Confidential Information of Disclosing Party. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "**Representatives**") who have a need to know such Confidential Information in connection with the current or contemplated assignment / contractual relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential; and (d) shall not use or disclose, directly or indirectly, the Confidential Information, or any information derived there from, to any third person without prior written approval from the Disclosing Party. The Receiving Party shall be responsible for any breach of this Agreement by any of its representatives, Employees, Staff and Agent.

3. Use of Confidential Information.

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

4. Compelled Disclosure of Confidential Information.

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



5. Term.

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

6. Remedies.

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

7. Return of Confidential Information.

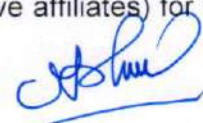
Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the assignment / agreement executed between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

8. Notice of Breach.

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

9. No Binding Agreement for Transaction.

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



72

Transaction shall supersede this Agreement. In the event such provision is not provided for in said transaction documents, this Agreement shall control.

10. Arbitration: -

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

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

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

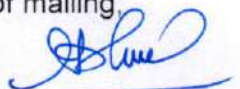
11. Miscellaneous.

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

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

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

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



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

(f) The receipt of Confidential Information pursuant to this Agreement will not prevent or in any way limit either party from: (i) developing, making or marketing products or services that are or may be competitive with the products or services of the other; or (ii) providing products or services to others who compete with the other.

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

Disclosing Party

THE INSTITUTE OF COMPANY SECRETARIES OF INDIA (ICSI)

Address:

Authorized **Signatory**: _____

Receiving Party



Format- Performance Bank Guarantee from a Nationalized Bank

FOR PERFORMANCE GUARANTEE

Ref. No. Bank Guarantee No Dated

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

1. Against contract vide Advance Acceptance of the Tender covering "RFP for " (hereinafter called the said 'contract') entered into between the Institute of Company Secretaries of India, (hereinafter called the Purchaser) and _____ (hereinafter called the Vendor) this is to certify that at the request of the Vendor we _____ Bank Ltd., are holding in trust in favour of the Purchaser, the amount of Rs _____/- (Rs.----- only) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Vendor of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Vendor and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Vendor i.e. till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the _____ consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Vendor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.



5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Vendor shall have no claim against us for making such payment.
6. We _____ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Vendor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Vendor and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Vendor or for any forbearance by the Purchaser to the said Vendor or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor.

WITNESS NO. 1

Authorised Bank Representative

(Signature)

Full name and official
Address (in legible letters)

(Signature)

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

WITNESS NO. 2

(Signature)

Full name and
official Address (in legible letters)

Attorney as per power of

Attorney No.....

Dated.....

