

REQUEST FOR PROPOSAL
Selection of Managed Service
Provider (MSP) for Comprehensive
and end to end Maintenance,
Update & Operation of Independent
Directors Data Bank Portal
(www.iica.nic.in)
(www.independentdirectorsdatabank.in)

**Independent Director's
D A T A B A N K**

Indian Institute of,
Corporate Affairs,
Ministry of
Corporate Affairs
Sector 5,
IMT Manesar,
Gurugram



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प्लॉट नंबर 6,7,8, सेक्टर - 5 /Plot No. -6, 7 & 8, Sector – 5,
आईएम टी मानेसर, जिला - गुरुग्राम /IMT Manesar, Distt. Gurugram
पिन कोड / Pin Code-122050

Dated: 27th September, 2024

Sub: Request for Proposal (RFP) for Selection of Managed Service Provider (MSP) for Comprehensive and end to end Maintenance, Update & Operation of Independent Directors Data Bank Portal (www.independentdirectorsdatabank.in)

Indian Institute of Corporate Affairs (IICA), under Ministry of Corporate Affairs, Govt. of India, invites E-tenders / competitive and responsive bids under two bid system (Technical & Financial Bid) from reputed service provider agencies for the "**Selection of Managed Service Provider (MSP) for Comprehensive and end to end Maintenance, Update & Operation of Independent Directors Data Bank Portal**", a web based platform/portal, an apex national level web portal/platform developed in-line with the regulatory provisions of the Companies Act, 2013 as defined in Section 150. The web-portal serves as national level repository of Independent Directors serving on the Boards of Listed Companies, Unlisted Public Limited Companies with Private sector as well as Public sector control. The Platform provides a number of facilities/features to the registered members for their registration with the Portal, Renewal of registration membership, eLearning Modules through LMS for their capacity building, Knowledge Resources, Release of monthly e-Newsletter and conduct of Monthly web-based events, facilitating the conduct of online proficiency self-assessment test etc.

The details about the structure, work flow and features can be referred in PART A and the Scope of Work can be referred in PART B of this RFP document.

1. The complete detail regarding scope of work, eligibility conditions, evaluation process and format for submission of technical and financial bids etc. is mentioned in this "Request for Proposal (RFP)" document.
2. Interested, authorized and eligible agencies that are willing to meet the stated requirement are requested to kindly submit their competitive bids/offers.
3. The bids are being invited through e-procurement module of Central Public Procurement Portal- CPPP (e-procure.gov.in) of Government of India under two bid system i.e. **Technical Bid** and **Financial Bid**. Parties are requested to apprise themselves of the provisions of e-procurement system and submit their respective bids through e-procurement systems at www.eprocure.gov.in

4. The competent authority in IICA reserves the right to amend any of the terms and conditions contained in the bid document or reject any or all the bids without giving any notice or assigning any reason thereof. The decision of competent authority in this regard will be final and binding.
5. All the prospective bidders are requested to read and understand the terms and conditions of the contract as detailed in this RFP document before submitting their bids, as no change or violation of the terms and conditions are permissible once the bid is accepted by this office.
6. The RFP document can be previewed and downloaded from the website of the organization (www.iica.nic.in) under “Bid” section and ID Databank website (www.independentdirectorsdatabank.in), on the home page.
7. For further details, bidders may contact Dr. Niraj Gupta, Nodal Officer, Independent Directors’ Databank preferably over email at niraj.gupta@gov.in / niraj.gupta@iica.in and alternatively at +91-(0124)-2640195 or.

Sd/-

(Dr. Niraj Gupta)
Bid Inviting Authority
Indian Institute of Corporate Affairs
Tel: 0124- 2640195

IMPORTANT INFORMATION SCHEDULE

SL. NO.	HEAD	DESCRIPTION
1.	Project Name	"Selection of Managed Service Provider (MSP) for Comprehensive and end to end Maintenance, Update & Operation of Independent Directors Data Bank Portal"
2.	Work Execution Schedule	<ul style="list-style-type: none"> With-in 15 days from the date of award of contract/ issue of work order.
3.	Project Charter	<ul style="list-style-type: none"> A Project Blueprint and a detailed Project Plan, indicating all activities with resources and time schedule will be required at the start of the project and submitted to IICA for approval.
4.	Implementation Timelines	<ul style="list-style-type: none"> The agency should complete the takeover of the portal from existing service provider within one week from the award of contract. The project management team needs to be constituted for its operations by 1st December 2024. The tech support and helpdesk support services shall be functional by 1st Dec. 2024.
5.	RFP publication	27 th September, 2024 on CPPP of GOI e-procurement portal
6.	RFP Document Availability	<ul style="list-style-type: none"> The RFP document can be downloaded from the CPPP at eprocure.gov.in as well as the official website of IICA (www.iica.nic.in) and ID Databank (www.independentdirectorsdatabank.in) The Bidders are required to submit bids only through CPPP
7.	Bid Submission – Deadline	5:00 P.M. on 18 th October, 2024 through CPPP
8.	Technical Bid Opening	3:00 P.M. on 21 st October, 2024
9.	Date and Time of the opening of Financial Bid	Schedule will be communicated to technically qualified bidders
10.	Venue (Bid Opening)	Meeting Room, 1 st Floor, IICA Main Building
11.	Bid Inviting Authority	<p>Dr. Niraj Gupta Nodal Officer, Indian Institute of Corporate Affairs, Ministry of Corporate Affairs, Govt. of India Plot No. P 6,7,8, Sec. 5, IMT, Manesar District-Gurugram, Haryana PIN Code – 122052 Email: niraj.gupta@gov.in / niraj.gupta@iica.in Phone No. : +91-(0124)- 2640195</p>

12.	Pre Bid Meeting	<ul style="list-style-type: none"> • The pre bid meeting will be held at 3:00 P.M. on 7th October, 2024 at Meeting Room, 1st Floor, IICA / through video conferencing. Maximum two representatives of each prospective bidder, duly authorized by their respective organizations, shall be allowed to attend the meeting.
13.	Timelines	<ul style="list-style-type: none"> • Duration of the contract shall be 3 (from the date of work order) years extendable upto 2 years on year to year basis subject to satisfactory performance
14.	EMD	<ul style="list-style-type: none"> • An earnest money (EMD) of Rs. 50,000.00 (Rupees Fifty Thousand Only) in the form of bank draft in favour of Indian Institute of Corporate Affairs, payable at Manesar, Gurugram may be submitted in original through Speed Post/ Courier/ Registered Post/ By hand to the following address- Dr. Niraj Gupta Nodal Officer, Indian Institute of Corporate Affairs, Ministry of Corporate Affairs, Govt. of India Plot No. P 6,7,8, Sec. 5, IMT, Manesar District-Gurugram, Haryana PIN Code – 122052 • EMD should reach to the above mentioned address before the last date/time of Bid submission. • The earnest money will be refunded to the unsuccessful bids after finalization of the contract.
15.	Performance Bank Guarantee	<ul style="list-style-type: none"> • Successful bidder will have to deposit performance security money equivalent to 10% of the Annual Contract Value (Purchase order value), as per the GFR provisions, in the shape of bank Guarantee/ fixed Deposit for the period of contract.

Sd/-

(Dr. Niraj Gupta)
 BID Inviting Authority
 Indian Institute of Corporate Affairs,
 M/o Corporate Affairs
 Tel: 0124- 2640195

PART A

A. About RFP

This request for proposal document ('RFP document' or 'RFP') has been prepared solely for the purpose of enabling IICA for **“Selection of Managed Service Provider (MSP) for Comprehensive and end to end Maintenance, Update & operation of Independent Directors Databank Portal.** The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between IICA and any successful Bidder as identified by IICA, after completion of the selection process as detailed in this document.

IICA from its Independent Director Data bank Portal provides various services including registration of individuals and companies on the portal, learning management system having E-modules and integration with a test engine for providing self-assessment test for the registered Independent Directors among many other services. The key features of the Portal are as under:

1. The present registered members on the portal are more than 32,000 and out of this number more than 17,000 have passed the online self-assessment test. Rest of the members who are not exempted from the test, will take the test in future. Exemption criteria are based on the directions/notifications of the Ministry.
2. ID Databank registration process is integrated with MCA21 through APIs for verification of DIN number. The portal is also integrated with test engine platform, payment gateway and SMS/OTP verification services through API based integration. MSP Service provider is responsible for all these integrations and smooth operation of the Databank.
3. Adequate data security and safety measures / certifications / Audit(s) in-line with directions / guidelines of Meity, need to be ensured for avoiding any data breach.
4. There is a complete Learning Management System (LMS) with features of self-test in each and every module with added features of tracking the progress based on successful completion of modules and certificate download by the registered individual member.
5. There is a knowledge repository in various broad categories of learning.
6. The Databank also provides conduct of 'Online Proficiency Self-Assessment' for registered members in accordance with the provisions of the Companies Act, 2013.

ID Databank is a national level repository of Independent Directors which is being managed by Indian Institute of Corporate Affairs, M/o Corporate Affairs, Government of India as per the provisions of the Companies Act, 2013 and Rules made thereunder.

The databank provides holistic eco-system where individuals and companies can connect and find opportunities for working together. The portal also provides knowledge resources to provide training

on topics of corporate government, financial prudence, best board practices, accounting and audit practices and many others to independent directors (registered or aspiring, including women independent directors).

The databank also provides a platform for already registered directors and aspiring directors to get certified on their knowledge of board practices, corporate governance, regulatory and compliance framework etc.

B: Web Portal Workflow of Independent Directors' Databank (ID Databank)

B.1: Empanelment of IDs

- Users are required to go to MCA-21 website and click the link for registration in databank.
- They will input their DIN/PAN/Passport (whichever is applicable)
- Upon successful verification of their detail, MCA-21 redirects them to the databank site. At the same time, ID Databank also send log-in credentials to the user.
- Then, Users completes their profiles by inputting details such as, personal, educational, professional experience, directorship experience etc.
- Individual Registration can be done for either of three options i.e. 1 Year (Fee Rs. 5,000), 5 Years (Fee Rs. 15,000) and Lifetime membership (Fee Rs. 25,000). Payment is facilitated through only digital payment gateway.
- Renewal of membership (only for 1 y & 5 y) and upgradation of membership from one option to another are also available for users.

B.2: Registration for Corporate Access

- Companies can also register with the databank by visiting the MCA- 21 website and clicking on registration link.
- The authorized company representative can input CIN detail, upon successful verification of details, MCA-21 redirects to databank site.
- Databank site asks them to input additional details, upon successful payment towards registration (as per subscription plan chosen), company registration completes.
- After registration, authorized company representative can add 2 additional designated officers who can access the databank profile of that company.

- Authorized company representative or designated office, can search the ID databank using search parameters.
- From the search results, they can shortlist profiles matching their criteria or download their complete profile by adding them to the cart and paying the fee towards downloading the profiles.
- Companies can contact the individual's offline and follow their internal respective processes for selection/recruitment.

B.3: Learning Management System

- IDs registered with databank site have access to multiple knowledge resources:
 - E-Learning courses on company law, corporate governance, board practices, board meetings, related party transactions and others.
 - Case studies on various topics
- IDs can access LMS after logging-into the Databank account and all the details related to courses enrolled, completed or work in progress courses reflect on their respective dashboard.
- LMS administrator upload/assign/enroll new courses on the LMS for all registered users.

B.4: Self-Assessment Test for Certification

- IDs successfully registered with the databank can also appear for a self -assessment test (access from within their dashboard).
- The self-assessment test their knowledge on topics related to regulatory framework, companies act, board and secretarial practices, compliance and governance practices etc.
- IDs can take this test at their own convenient time but the test is remotely proctored by IICA/authorized agency.
- Users having work experience as notified by the Ministry can claim exemption from the Test.

B.5: Technical Details

- The portal is developed using open source technologies such as, PHP framework Laravel, MySQL, JQuery, JavaScript, HTML5, CSS 3, Bootstrap, Moodle etc.

- The portal is hosted by MEITY empaneled cloud service provider in a highly secured structure to ensure high availability.

C. Overview of Scope of work

The Scope of work involves –

1. Maintenance & Operation of the Databank
2. Registration (& Renewal)
3. Coordination with other stakeholders/service providers
 - MCA21
 - Testing Service Provider (TSP)
 - Cloud Service Provider (CSP)
 - Payment and SMS Gateway provider
4. Managing Knowledge Resources & Webinars
 - Digital Newsletter
 - IICA Convergence Scheme 2
 - Knowledge Resources
 - Webinar
5. Technological upgradation, Analysis & MIS
6. Customer Support Desk / Tech Support
7. Annual Report of ID Databank
8. Administration of the Learning Management System (LMS)
9. Notifications Section
10. Database Cleansing Services
11. Admin Panels
12. Project Team Composition
13. Development of Mobile App
14. Cyber Security / Data Protection, Security, Privacy

***The Detailed Scope of Work is defined in PART B of this RFP document.**

D. Duration of the Contract under RFP:

The RFP is being issued to engage an Agency for the “Selection of Managed Service Provider (MSP) for Comprehensive and end to end Maintenance, Update & operation of Independent Directors Databank Portal”, as specified in the “Scope of Work” defined in **PART B** of this RFP document for a period of three years initially, which may be further extended for another TWO year (YEAR ON YEAR BASIS) subject to satisfactory performance on the same rates, terms & conditions of original contract award, subject to continued satisfactory performance as per the **SLA**.

E. Eligibility / Pre-Qualification Criteria

In order to participate in the online tendering, the bidder should fulfill the following basic requirements (**Pre-Qualification Criteria**) and must submit supporting documents along with a duly filled in checklist:

Sr. no.	Criteria	Documents to be submitted(scanned copy)
1	The bidder must be a company registered in India under the Companies Act, as amended from time to time, and should have been in existence in India for at least 05 completed financial years (2019-20,2020-21,2021-22, 2022-23, 2023-24)	Certificate of Incorporation
2	The bidder should have GST Registration and must have a minimum turnover of Rs 5 crore from IT Business in each of the last 05 FYs (2019-20, 2020-21,2021-22, 2022-23, 2023-24)	Valid GST Registration certificate, audited Financial Statements (Balance Sheet and Profit & Loss A/c.)
3	The Net-worth of the Company must be positive as on 31.03.2024 <i>Note: Net-worth of any parent, subsidiary, associated or other related entity shall not be considered</i>	A certificate from a practicing Chartered Accountant.
4	The bidder should have PAN Card and must have filed Income Tax Return for the Assessment Years, (2019-20, 2020-21, 2021-22, 2022-23, 2023-24)	PAN Card and Income Tax Return Acknowledgement
5	The bidder shall not be under declaration of ineligibility / banned / blacklisted / debarred by any Govt. Department/ Public Sector Undertaking in India for any reason as on the date of bid submission or convicted of economic offense in India for any reason.	Declaration by authorized signatory of the bidder
6	The bidder should have experience of developing & executing IT projects / web portal / SaaS based dynamic web application and their maintenance & operation (with Scope of Work similar to that specified in this document) for Central / State Government Organization / Public Sector Undertakings / Regulatory Bodies / Autonomous bodies in India, during last 03 FYs (2021- 22, 2022-23, 2023-24) (as on date of bid submission) and must submit documentary evidence	Work Order/ contract and corresponding completion certificate/ performance report/ testimonial on the client's letterhead in Support of fulfillment of the criteria
7	Board Resolution / Power of Attorney, in the name of person signing the Bid, authorizing him to submit/execute this agreement as a binding document	Board Resolution / Power of Attorney

8	Undertaking that Bidder should abide by Data Protection Act of Govt. of India, IT Act and its amendment carried out by the Government from time to time	Undertaking on bidder's letter head with company seal and signature of Authorized signatory
9	Bidders shall sign and submit the Integrity Pact provided in the RFP	Signed by Bidder's authorized signatory (Annexure X)
10	ISO 9001 and 27001 Certification / CMMI certification	Valid Certificate (as on date of bid)
11	Moodle Based Learning Management System (LMS) customization, maintenance and administration assignments in last 03 FYs (2021-22, 2022-23, 2023-24)	Work completion certificate along with work order to be attached

All the documents in support of the above must invariably be indexed and properly linked with the checklist so as to facilitate quick verification.

F. Technical Criteria

The technical evaluation of the bids shall be as per the following criteria:

Sr. no.	Criteria	Score
A.	Bidder's Profile	20
1.	Financial Capability – Annual Average turnover in last 05 FYs (2019-20, 2020-21, 2021-22, 2022-23, 2023-24) Up to 10 Crore INR – 5 marks 1 mark for every additional 1 Cr average annual turnover subject to maximum of 10 marks	10
2.	Human Resource Strength (full time employees of the Company in Project management / Development / Quality Assurance / Implementation / Operation & Management) Upto 100 – 4 marks For every additional 50 resources above 100 – 1 mark each (Max up to 10 marks)	10
B.	Bidder's Experience and Competence	55
B1	Experience of Managing and /or Development of Web Application (dynamic web portal/website) and End to End Maintenance & Operations: i) Years of Experience – Max 6 marks Up to 3 years = 3 Marks For every additional 1 year experience – 1 mark (max up to 6 marks) ii) Total no. of clients in last 05 FYs (2019-20,2020-21,2021-22, 2022-23, 2023-24)– Max 4 marks Upto 3 clients – 2 marks For each additional client, 1 mark each up to maximum of 4 marks iii) Total no. of Government Institutions (Central / state / PSUs/ PSBs/ Government Autonomous bodies) served as clients in last 05 FYs (2019-20, 2020-21, 2021-22, 2022-23, 2023-24) – Max 4 marks Upto 3 clients – 2 marks For each additional client, 1 mark each up to maximum of 4 marks iv) Yearly value of work order (based on maximum work order value of any single assignment in last 05 FYs (2019-20,2020-21,2021-22, 2022-23, 2023-24) – Max 6 marks Rs. 25 Lakhs to 50 Lakhs – 2 marks Rs. 50 Lakhs to 75 Lakhs – 4 marks Above Rs. 75 Lakhs – 6 marks	20
B2	Experience in Development, Installation and Operations of MoodleBased Learning Management System (LMS): i) Years of Experience – Max 4 marks 3 to 5 years – 2 marks For every additional 1 year experience – 1 marks (max upto 4 marks)	24

	<p>ii) Total no. of Clients in last 05 FYs (2019-20,2020-21,2021-22, 2022-23,2023-24) – Max 4 marks Upto 3 clients – 2 marks For each additional client, 1 mark each upto maximum of 4 marks</p> <p>iii) Total no. of Government Institutions (Central / state / PSUs/ PSBs/ Government Autonomous bodies) served as clients in last 05 FYs (2019-20,2020-21,2021-22, 2022-23, 2023-24) – Max 4 marks Up to 3 clients – 2 marks For each additional client, 1 mark each up to maximum of 4 marks</p> <p>iv) Total value of work orders (in last 05 FYs 2019-20,2020-21,2021-22, 2022-23, 2023-24) – Max 4 marks Rs. 5 Lakhs to Rs. 10 Lakhs – 1 mark Rs. 10 Lakhs to 25 Lakhs – 2 marks Rs. 25 Lakhs to 50 Lakhs – 3 marks Rs. 50 Lakhs & above– 4 marks</p> <p>v) Maximum no. of Users of LMS for any single assignment in last 05FYs [2019-20, 2020-21, 2021-22, 2022-23, 2023-24] – Max 4 marks 3000 to 5000 users – 1 mark 5001 to 10000 users – 3 marks Above 10000 users – 4 marks</p> <p>vi) Experience for no. of hours of eLearning content development –Max 4 marks Between 50 to 100 hrs – 2 marks 100 to 150 hrs – 3 marks 150 hrs & above – 4 marks (Assessment based on completion certificate / work order with clear mention of no. of hours of content development)</p>	
B3	<p>Experience in Web Portal/Website Integration with Payment Gateway and other systems/service providers</p> <p>1. Experience of Integration of Web Portal with a Payment Gateway for discharging services (receipt of payments, processing refunds, generating invoice, reconciliation with payment gateway etc.) – Upto 2 Projects – 1.5 marks For each additional project 0.5 mark up to a maximum of 3 marks</p> <p>2. Experience of Integration of Web Portal with other Service Providers Upto 3 years – 1.5 marks For each additional year of experience 0.5 mark up to a maximum of 3 marks</p>	6

B4	<p>Experience in managing helpdesk support (Deploying Dedicated helpdesk for resolution of customer issues through emails & overphone calls):</p> <p>Years of Experience: Up to 2 years – 2 marks</p> <p>For each additional year of experience 1 mark up to a maximum of 5 marks</p>	5
C	<p>Bidder's Approach and Methodology (Approach and Methodology Document to be Submitted by the Bidder with Technical Bid) Assessment will be conducted based on the document as well as presentation before the TEC</p>	25
	Demonstration of technological and human resource capabilities to executethe project – 5 marks	
	Business continuity and disaster management plan – 5 marks	
	Standard operating procedures, process management – 5 marks	
	Alignment of past experience with scope – 5 marks	
	Implementation plan – 5 marks	

1. **Note: Marks for Approach and Methodology will be given by the Tender Committee based on the Technical Proposal and Presentation/Demonstration of the bidder.**
2. **Total Score: 100**
3. **Eligibility**
4. **condition: Any bidder scoring less than 60 per cent in Technical Score, as per the below, will be deemed as technically ineligible-**
 - i) **60% in overall (i.e. A to C combined)**
 - ii) **60% in each section (i.e. A to C separately)**

G. Opening and Evaluation of Bids

1. Opening of technical Bid

- I. The IICA will open all technical bids, in the presence of bidder`s representatives who choose to attend the bid opening process on the prescribed date and time of opening at the prescribed venue as mentioned in this RFP or subsequently communicated to the bidders.
- II. The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday, the bids shall be opened at the appointed time and place on the next working day.

2. Opening of financial Bid

- I. After evaluation of technical bid by the Tender Evaluation Committee (TEC), the IICA shall notify the bidders through CPPP as well as their email if whether their technical bids were found responsive or non-responsive in accordance with the stipulated technical evaluation criteria.
- II. The Financial bids will be opened only for the technically qualified bidders in the presence of the representatives of the Bidders. The date and time for opening of financial bids will be communicated to the technically qualified bidders through e-mail provided by the bidder subsequently after completing the technical bids evaluation process. The name of bidders along with financial quotes will be announced at the meeting.

3. Evaluation of Bid

Bid proposals will be reviewed by a committee constituted by the IICA with the approval of the competent authority. The IICA, or such other authority designated by the IICA is also referred to herein as the Tender Evaluation Committee (TEC) (or “Committee”).

4. Bid Evaluation Procedure

To establish the bidder`s competency and capabilities, it is proposed that the evaluation of the bids will be done in two stages as mentioned below:

Stage-1:

- Evaluation on Pre-Qualification criteria to establish the eligibility claim.
- Evaluation on Technical criteria to establish the technical competency.

Stage-2:

- Evaluation of Financial proposal

On each of these parameters, the bidders would be required to meet the qualification or evaluation criteria as detailed in subsequent sections.

- All those bids meeting the Pre-Qualification Criteria would progress to the next level of evaluation i.e., Technical Bid Evaluation.

- Post technical evaluations, only the technically qualified bids would progress to next level of evaluation i.e., Financial Bid Evaluation.

i. **Stage-1** of Evaluation of Technical Proposal

At this stage, only Pre-Qualification and Technical proposal would be considered. Financial bids or proposals would not be opened at this stage.

- Evaluation of Pre-qualification Proposal:

An “Tender Evaluation Committee (TEC)” would perform an initial review of the pre-qualification proposals and they shall be scrutinized for the responsiveness as set in the pre-qualification criteria, and for the completeness of required supporting documents as required to establish the Eligibility Claim.

- Evaluation of Technical Proposal:

Technical Evaluation of only qualified eligible bidders would be carried out in the following manner:

- The e-bid proposal will be evaluated against the technical criteria defined in this RFP and bidder is required to provide details on the proposed solution.
- Proposal Presentations: bidders who are qualified on pre-qualification criteria will be called for making a presentation to the committee at the IICA at a date, time communicated to them by the IICA. The purpose of such presentations would be to allow the bidders to demonstrate the professional competency and abilities to carry out the project against the scope of work mentioned and for the entire duration as stipulated.
- The Tender Evaluation Committee (TEC) may or may not undertake written clarifications from the bidders. The primary function of clarification in the evaluation process is to clarify ambiguities and uncertainties, if any, arising out of the evaluation of the bid documents.
- Upon technical evaluation of each bid in-line with a, b and c mentioned above, “Technical marks” out of 100 marks will be assigned to every bid.
- The bidders who score 60 or more marks in technical bid, will qualify for the evaluation of the financial bid.
- The bidder with the highest marks in technical bid will be awarded 100 “Technical Score” and subsequently other bidders will also be awarded “Technical Score” relative to the highest technical marks for the final composite score calculation purpose e.g., if the highest technical marks is 90 then “Technical Score” is $(90/90) \times 100 = 100$, hence the bidder with highest technical marks will score 100 “Technical Score”. Similarly, another bidder who scored 80 marks, will get $(80/90) \times 100 = 88.88$ “Technical Score”. Following formula will be used for the “Technical Score” (TS) calculation:

$$\text{Technical Score (TS)} = \frac{(\text{Bidder's Technical Marks (BTM)})}{(\text{Highest Technical Marks (HTM)})} \times 100$$

ii. Stage-2 Evaluation of Financial Proposal

The evaluation will be carried out if financial bids are complete and computationally correct. The lowest financial bid will be awarded “Financial Score” of 100. The “Financial Score” of other bidder(s) will be computed by measuring the financial bids against the lowest financial bid. Following formula will be used for calculating “Financial Score”:

$$\text{Financial Score (FS)} = \frac{(\text{Lowest Financial Bid (LFB)})}{(\text{Bidder's Financial Bid (BFB)})} \times 100$$

iii. Stage-3 Computation of Composite Bid Score

The “Composite Bid Score” is a weighted average of the Technical and Financial Scores. The ratio of Technical and Financial Scores is 70:30 respectively. The Composite Bid Score will be derived using the following formula:

$$\text{Composite Bid Score} = ((TS \times 0.70) + (FS \times 0.30))$$

The responsive bidder(s) will be ranked in descending order according to the Composite Bid Score, which is calculated based on the above formula. The highest-ranking bidder as per the Composite Bid Score will be selected for award of contract.

H. Best Value Determination and Final Evaluation

- i. Only those bidders who qualify the Stage-I evaluation shall be considered for Stage-II evaluation. Financial Proposals will be opened for the bidders who cleared Stage-I evaluation. Minimum Marks required for any bidder to be qualified for opening of financial bid is 60.
- ii. Financial bid evaluation will be done on total prices excluding of all applicable taxes and charges including GST.
- iii. Proposals will be evaluated based on the Quality cum Cost based Selection (QCBS) method with 70:30 weightage criteria.
- iv. The bid having the highest composite bid score (Stage-III) will be selected as the most competitive bid for winning the contract.

I. Correction of Errors

- i. Financial bids determined to be responsive will be checked by the IICA for any arithmetic errors. Where there is a discrepancy between the rate quoted in the financial bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.
- ii. Provided that the Financial Proposal is substantially responsive, the IICA will correct arithmetical errors during evaluation of Financial Proposals on the following basis:
 - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the IICA there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; or
 - b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
 - c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
- iii. If the bidder does not accept the correction of errors, then the bid of that bidder shall be disqualified, and the EMD may be forfeited.

J. Instruction to Bidders

Bidders are expected to read the RFP document carefully and examine all clauses, instructions, terms and conditions, annexures, and other information in the RFP document as failure to furnish all the required information as per the RFP document or submission of bid not substantially responsive to the RFP document in as the aspects will be at the bidder's risk and may lead to rejection and forfeiture of the EMD.

J.1 Eligible Bidders

- i. A bidder must be a legal entity with the intent to enter into contract to deliver the envisaged solution.
- ii. The bidder should be eligible to operate in conformity with the provisions of the laws in India and shall have a registered office within India.
- iii. Bidders should not have any conflict of interest with any parties included in the bidding process.
- iv. A bidder can submit only one bid in this bidding process. Submission of more than one bid by the bidder will result in the disqualification of all the bids submitted by the bidder.
- v. Bidders must carefully examine the eligibility criteria as provided in this RFP. Bidders shall meet all the eligibility criteria set out to be eligible for technical & financial evaluation.
- vi. Bidders must produce documentary evidence of any claim made in the bid document regarding their eligibility and ability for fulfilling the requirements specified within this RFP. The TEC may decide the type and format of such documentary evidence.
- vii. The TEC can make such investigations, if need be felt, as necessary to determine the eligibility and ability of the bidder to fulfil the requirements specified within this RFP.

J.2 Consortium

Consortium of agencies is not allowed in this RFP.

J.3 RFP Document Fees

There is no fee for this RFP.

J.4 Preparation and Submission of Bid

- i. **Language of bid:** The bid document prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and IICA shall be written in English.
- ii. **Documents constituting the bid:** The Bid prepared by the Bidder shall comprise the following components along with cover letter (**Annexure I**):
 - a. **Technical Bid** – Technical Electronic Bid shall comprise of:
 1. Technical Details form – **Annexure-VII**
 2. EMD or Bid security details – Scanned copy or softcopy of EMD bank guarantee or DD.
 3. Eligibility details as per eligibility criteria – Include copies of required documents in PDF format justifying that the bidder is qualified to perform the contract if their bid is accepted, and the bidder has financial & technical capability necessary to perform the contract and meets the criteria outlined as eligibility criteria and fulfil all the conditions of the RFP.

4. Technical details as per technical criteria – Include copies of required documents in PDF format along with required information as outlined in Technical Criteria in this RFP and fulfil all the technical conditions of the RFP.
- b. **Financial Bid** – The Financial Electronic Bid shall include following:
Financial quote: As per the Financial Bid Format (**Annexure IV**).
- c. **Documents establishing bidder's qualification:**
 1. The documentary evidence should be submitted by the Bidder electronically in the PDF format.
 2. The documentary evidence of bidder's qualification to perform the contract if its bid is accepted shall be as per qualification requirements specified in bid document.
 3. All the documents submitted by the bidder shall be signed by authorized signatory on each page and also put bidder's seal or stamp.
- iii. **Bid currency:** The prices quoted in the proposal shall be in Indian Rupees only.
- iv. All erasures and alterations made while filling the bid must be attested by initials of the bidder. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the bid void. No advice for any change in rule or conditions after the opening of the bid will be entertained.
- v. The bid submitted on behalf of a bidder shall be signed by all the partners of the bidder or by a partner who has the necessary authority on behalf of the bidder to enter into the proposed contract otherwise the bid is liable to be rejected.
- vi. **Submission of Bids:** Shall be in accordance with the instructions given below:
 - a. **Technical Proposal** – Technical proposal shall consist of following:
 1. Eligibility Criteria Bid which shall be prepared in accordance with the Eligibility criteria prescribed in this RFP and as per the formats provided as annexures.
 2. Technical Criteria Bid which shall be prepared in accordance with the technical criteria prescribed in this RFP and as per the formats provided in annexures.
 - b. **Financial Proposal** – This proposal shall be prepared in accordance with the format provided in **Annexure-IV** of this RFP.
 - c. Technical Proposal shall not contain any bid price or financials, in either explicit or implicit form. Any disclosure of bid prices or financials in Technical Proposal will lead to rejection of bid.
- vii. **Bid Validity Period** – 90 Days from the last date of bid submission.

J.5 Amendment of RFP Document

1. At any time prior to the deadline for submission of bids, IICA, for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders may modify the bidding documents by issuing amendment(s).
2. Any amendment(s)/modification(s) shall be uploaded and published on IICA's website www.iica.in as well as E-procurement portal, and these will be binding on the prospective bidders.

3. In order to allow eligible bidders a reasonable time to take the amendment into account in preparing their bids, IICA, at its discretion, may extend the deadline for the submission of bids, which shall accordingly be published on IICA's website as well as E-procurement portal.
4. Responsibility for checking of any amendments/changes made to the bid, corrigendum issued as well as any related notices published on IICA's website/E-procurement portal, with respect to the bid shall rest solely with the bidder. IICA shall in no way be held responsible for non-intimation of the same to the respective bidders.

J.6 Cost of Preparing Bid & participation

The bidder shall bear all costs associated with the preparation & submission of their bids and participation in bidding process and IICA shall in no case be responsible or liable for such costs regardless of the result of the bidding process. The bidder whose bid is not accepted shall not be entitled to claim any cost, charges and expenses of and incidental to or incurred by him through or in connection with his submission of bid, even though IICA may elect to modify/withdraw the bid.

J.7 Earnest Money Deposit (EMD) or Bid Security

- i. The bidder shall furnish, as part of its bid, an Earnest Money Deposit (EMD) or bid Security from a scheduled bank as per the details prescribed in 'IMPORTANT INFORMATION SCHEDULE' of this RFP.
- ii. No bidder is exempted from furnishing the said EMD except Registered Micro & Small Enterprises (MSEs) as described in the next clause. The currency of the EMD shall be Indian Rupees (INR) only.
- iii. Registered Micro & Small Enterprises (MSEs) as defined in MSEs Procurement Policy, 2012 issued by Department of Micro, Small & Medium Enterprises (MSME) or as registered with the Central Purchase Organisation or the concerned Ministry or Department or Start-ups recognized by Department for Promotion of Industry and Internal Trade (DPIIT) are completely exempted from payment of EMD on submitting a copy of valid certificate of registration with the authority or agency as indicated in the policy.
- iv. Bids received without the EMD will be treated as non-responsive and shall be rejected outright. No further communication from the bidder, in this regard, shall be entertained by IICA.
- v. No interest shall be payable by IICA on deposited EMD.
- vi. The EMD shall be forfeited in the following cases:
 - a. Any information submitted by the bidder is found to be incorrect or forged.

- b. If bid is withdrawn during the validity period or any extension agreed by IICA and bidder.
 - c. If the bid is modified in a manner not acceptable to IICA after opening of the bid.
 - d. If the bidder tries to influence the evaluation process.
 - e. If the bidder fails to pay the Performance Bank Guarantee (PBG) within stipulated time.
 - f. If the bidder fails to sign the contract in accordance with clause “Award of Contract”.
- vii. The bid security of selected bidder will be returned after signing of Agreement between IICA and selected bidder pursuant to clause “Award of Contract” and furnishing of PSD pursuant to clause “Performance Security Deposit”.

J.8 Performance Bank Guarantee (PBG)

- i. On receipt of a letter of intent from the IICA, the successful Bidder shall be required to furnish a **Performance Bank Guarantee equivalent to 10% of the Annual Contract Value** as per IICA's prescribed proforma (**Annexure - IX**), in the form of an unconditional and irrevocable bank guarantee (to be executed on Rs. 100 Non-Judicial Paper) from a scheduled commercial bank / Nationalized bank in India other than Cooperative bank or Grameen bank, having net worth of at least Rs. 500 Crores in favour of “**Indian Institute of Corporate Affairs, New Delhi**”, as per the GFR provisions.
- ii. On submission of this performance guarantee and after successful and satisfactory execution of the work order, demand draft submitted towards EMD would be returned in original.
- iii. All expenses, commissions and interests related to issuance and surrendering of the performance guarantee, accrued to the bank, shall be at the sole cost of the bidder.
- iv. No interest shall be payable by IICA on deposited PBG.
- v. Performance Bank Guarantee is to be executed and submitted within 10 days of issue of work order and in accordance with the **Annexure IX**

J.9 IICA’s Right to Accept and Reject Bid

- i. Notwithstanding anything contained in this bid, IICA reserves the right to accept or reject any bid and to annul the engagement process and reject all bids, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.
- ii. IICA reserves the right to reject any bid if:
 - a. At any time, any misrepresentation is made or uncovered, or
 - b. Bidder does not provide, within the time specified by IICA, the supplemental information sought by IICA for evaluation of the Bid.

J.10 Deviations in Terms and Conditions of RFP

- i. No deviations in the terms and conditions as laid out in the RFP will be accepted.

- ii. Bidders are advised to exercise adequate care in quoting the prices. No modification or correction in the bids will be entertained after the bid submission end date and time.
- iii. Provided that a Technical Proposal is substantially responsive, IICA may, at its discretion, request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Technical Proposal related to documentation requirements. Such omission shall not be related to any aspect of the Financial Proposal of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.

J.11 Assignment and Sub-contracting

The successful bidder shall not sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.

J.12 Collusive Proposal

- i. Bidders and their employees, agents, advisors, and any other person associated with the bidder, must not engage in any collusive proposal, anti-competitive conduct or any other similar conduct with any other bidder or any other person in relation to the preparation or submission of bid.
- ii. In addition to any other remedies available under any law or any contract, IICA reserves the right, in its sole and absolute discretion, to reject any submission lodged by a bidder that engaged in any collusive proposal, anti-competitive conduct or any other similar conduct with any other bidder or any other person in relation to the preparation or lodgement of proposals, and further the EMD or PBG may be invoked.

J.13 Verification of Original Documents

Before issuing the Contract to the Selected Bidder(s), IICA may, at its discretion, ask the Bidder to submit for verification the originals of all/selective such documents whose scanned copies were submitted online along with the technical bid.

J.14 False or Misleading Claims

IICA may in its absolute discretion exclude or reject any bid that in the opinion of IICA contains any false or misleading claims or statements. IICA has no liability to any person or bidder for excluding or rejecting any such bid.

J.15 Fraud and Corrupt Practices

- i. The bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, IICA may reject any submitted bid without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice in the bidding Process.
- ii. IICA may also initiate appropriate legal action under relevant Indian laws against the bidder found indulging in fraud and corrupt practices.
- iii. Without prejudice to the rights of IICA hereinabove, if an bidder is found by IICA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice

during the bidding process, such bidder shall not be eligible to participate in any tender or RFP issued by IICA for a period of 3 (three) years from the date such bidder is found by IICA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

- iv. Misrepresentation or improper response by any bidder may be led to disqualification of the bidder. If any such disqualification is detected at any stage of bidding process or contract period, such bidders are liable to be blacklisted.

K. General Terms & Conditions

- i. Rates mentioned in the quotation if accepted shall remain bidder during the bid validity period and no requests for any increase in the rates will be entertained during the said period. No escalation in rates will be allowed during the bid validity period.
- ii. No requests for payment in advance or no invoices raised for any advance payment shall be entertained or accepted at any point, during the entire duration of the bid process.
- iii. The competent authority in IICA reserves the right to amend any of the terms and conditions contained in the bid document or reject any or all the bids without giving any notice or assigning any reason thereof. The decision of competent authority in this regard will be final and binding.
- iv. IICA reserves the right to cancel/terminate the contract or to withhold payment in the event of non- commencement or unsatisfactory performance by the selected bidder. In such eventuality, IICA further reserves the right to purchase the item/services from any other bidder/ market and the cost of the same shall be borne by the contractor. Further, PBG may be invoked.
- v. Contractor can be de-barred or black listed if found to be indulging in wrong/ unethical practices or sub-standard services.
- vi. IICA reserves the right to cancel the “Work Order” at any point of time without assigning any reason thereof. Further, all disputes in respect to this shall be subject to the Indian laws and jurisdiction of the courts located in Delhi/Gurugram only.
- vii. Proportionate payment shall be deducted from the contractor's bill if any work is found to be not done/is incomplete or is unsatisfactory in accordance with the signed SLA, as adjudged by the authorized officer of IICA. In case of any difference of opinion between the authorized officer of IICA and the contractor, regarding the non-performance or unsatisfactory performance of work, the matter will be referred to the DG & CEO, IICA, whose decision on the matter shall be final. IICA may also, at their discretion get such defective/deficiency work done at the risk & cost of the contractor and recover the actual amount spent plus 20% of actual spent amount including all actual IICA establishment charges, from the contractor's bills. Repeated lapses in doing the work satisfactorily shall result in termination of the contract.
- viii. The Selected Bidder shall abide by all the provisions / Acts / Rules / Directives / Guidelines etc. of Meity on Information Technology, Web Portal Data Privacy and Security etc to ensure highest possible standards.
- ix. The Selected Bidder shall not without IICA’s prior written consent disclose the contract, drawings/system architecture, specifications, plans, patterns, samples, data, files to any person or agency other than an entity employed by IICA for the performance of the contract. In case of termination of the contract, the entire document(s) used by the selected bidder in the execution of project shall become property of IICA.
- x. All bidders shall declare any actual or potential conflict of interest.
- xi. Disputes and Resolutions:**

All disputes, differences, claims, and demands arising under the engagement contract shall be referred to arbitration of a sole arbitrator to be appointed by the mutual consent. All arbitration shall be held in New Delhi/Gurugram. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be nominated by the DG & CEO, IICA. The provisions of the Arbitration and Conciliation Act, 1996 shall be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. No suit or other proceedings relating to said RFP, shall be filed in any Court of law except the competent Courts of Law having jurisdiction within the local limits of New Delhi/Gurugram only.

xii. Indemnification and Limitation of Liability:

a. Indemnification

The bidder shall indemnify, defend and hold IICA and its officers, employees, successors and assigns harmless from and against any and all losses arising from personal injury or claims by third parties pursuant to this agreement, including but not limited to any equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) provided by them or its associated agencies or any act, default or omission of any of them in relation to this agreement.

b. Limitation of Liability

Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the contractor to IICA, whether under the contract, in tort or otherwise, shall not exceed the total Contract value, provided that this limitation shall not apply to any obligation of the contractor to indemnify IICA concerning IPR infringement.

xiii. Reservation of Rights:

IICA reserves the right to-

- a. Extend the closing date for submission of the bids.
- b. Amend the bid requirements at any time prior to the closing date.
- c. Seek information from or negotiate with one or more of the bidders on any issue at any time and to continue to negotiate with one or more of the bidders.
- d. Discontinue negotiations at any time with any bidder.
- e. Terminate or abandon the bidding procedure or the entire project before or after the receipt of bids.
- f. Seek the advice of external consultants to assist IICA in the evaluation or review of bids.
- g. Make enquiries of any person, company, or organization to ascertain information regarding the bidder and their bid.

xiv. Payment Schedule:

- a. Selected Bidder will submit monthly invoice along with Monthly Work Report (MWR), as mentioned in SLA, within maximum 7 days from the end of the respective month.

- b. Payment of selected bidder's invoice is subject to submission of Performance Bank Guarantee (PBG).
- c. All payments will be subject to deduction of tax at source in accordance with the regulatory provisions.
- d. In case of delay in payment from IICA, no interest shall be payable.

xv. Force Majeure:

If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice of happening of such event is given by one party to the other within 21 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate this contract nor shall either party shall be by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the DG & CEO of IICA as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that IICA shall be at liberty to take over from the Contractor at a price to be fixed by DG & CEO, which shall be final, all unused, undamaged and accepted material, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as IICA elect to retain.

xvi. Confidentiality:

- i. Information relating to IICA while examination, clarifications and comparison of the RFP and after award of the Work, shall not be disclosed to any bidders or any other persons not officially concerned with such process until the engagement process is over. The undue use by any bidder of confidential information related to the process may result in rejection of the bid/contract.
- ii. In the course of performing its functions and obligations under this RFP, selected bidder shall maintain strict secrecy, confidentiality and privacy in respect of the confidential records and information that has come to its possession or knowledge.
 - a. Selected bidder shall keep confidentiality of the details and information with regard to the project, including systems, facilities, operations, management and maintenance of the systems.

- b. It is agreed between IICA and selected bidder that IICA has a right to prevent or prohibit selected bidder at any time from disclosing any information and records to any person and selected bidder shall abide by such decision except as required by any Statutory bodies or by due process of law.
- c. All proprietary Information, documentation and correspondence exchanged between IICA and selected bidder in relation to the project and the performance of tasks by selected bidder shall be treated as confidential and privileged by the parties and disclosed only to their respective officers, agents, representatives, professional advisors, and members of Official Committees (if any, formed for the purpose) on a need-to-know basis.
- d. Selected bidder shall treat information and records provided to it or obtained otherwise by it in connection with the Project or its implementation as confidential and not use the same wholly or partially for any purpose other than for discharging the obligations under this RFP, without the prior written approval of IICA except as required by any Statutory bodies or by due process of law.
- e. Information that is in the public domain shall not be considered as confidential information under this RFP.

xvii. Defaults, Breaches, Termination, and Closure of Contract

i. Termination due to Breach, Default, and Insolvency

Defaults and Breach of Contract - In case the contractor undergoes insolvency or receivership; neglects or defaults or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantially affects IICA's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

- a. **Default in Performance and Obligations:** if the contractor fails to deliver any or all of the Services or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by IICA.
- b. **Insolvency:** If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

- c. **Liquidation:** if the contractor is a company being wound up voluntarily, or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager

ii. Notice for Default

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

iii. Terminations for Default

- a. Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, IICA, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.
- b. Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued or shall accrue to IICA.
- c. Unless otherwise instructed by IICA, the contractor shall continue to perform the contract to the extent not terminated.
- d. All Defect Liability obligations, if any, shall continue to survive despite the termination.

xviii. Intellectual Property Rights

There may be multiple approaches to ensure fair usage of Intellectual Property Rights, as mentioned below:

- i. **Products and fixes:** All products and related solutions and fixes, shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product, the ownership of which shall remain with the product owner. Selected bidder should be responsible for arranging any licenses associated with products. "Product" means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to IICA for license which is published by product owner or its affiliates, or a third party. "Fixes" means product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.
- ii. **Bespoke Development:** The Intellectual Property Rights (IPR) rights for any bespoke development done during the implementation of the project must lie with IICA. The "Policy on Collaborative Application Development by Opening the Source Code of

Government Applications”, notified by Ministry of Electronic and Information Technology, Government of India, in the Gazette of India on 6th May 2015, must be adhered.

xix. Integrity Pact

The pact essentially envisages an agreement between the prospective vendors/bidders and IICA, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with IICA, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. The format of integrity pact to be entered into between IICA and bidders is given at **Annexure VIII**.

PART - B

Scope of Work

Indian Institute of Corporate Affairs (IICA) has developed a web portal i.e. ID Databank (<https://www.independentdirectorsdatabank.in/>) which provides platform to Independent Directors who are serving on the Board of the Listed and Unlisted Public Companies in accordance with the provisions made under the Companies Act, 2013 & Rules made thereunder. Also it is a platform for the individuals, who are willing to be appointed as Independent Director on the company boards. They can also register with the Databank for their selection by the companies having the access to the databank.

Additionally, the databank engages with the listed and unlisted entities and allows them to register with the databank for having the access to the registered profiles for considering them to be an independent director with them.

After registration with the Databank, a user avails the following services-

- Download of digital registration certificate and Invoice
- Updation of ID Databank profile and control over public view of profile information
- Access to Learning Management System (LMS) for taking various online courses as per their convenience
- Renewal & Upgradation of ID Databank membership
- Online payment facility for Registration, Renewal and Upgradation
- Nomination for webinars and access to webinar recordings
- Nomination for various IICA courses under convergence scheme
- Online Self-Assessment test slot booking, Actual Test, Mock Test, Download of Test pass and exemption certificates
- Accessing various reading material and regulatory notifications available on ID Databank
- Monthly Digital Newsletter and access to all previous editions
- Email/SMS intimation of various events
- Corporate Registration
- Companies may search profiles in ID Databank using various parameters

The Scope of Work under the RFP comprises operation, maintenance, updation, modification (if/whenever required), integration, synchronization, verification and addition of services, as indicated below-

1. Registration (& Renewal):

- Registration of users on the Databank portal for various membership plans (1 year / 5 years / Lifetime). The registration process on ID Databank portal starts from the website of Ministry of Corporate Affairs (MCA) which navigates the user towards ID

Databank portal after a verification process.

- This navigation (and information exchange) between two systems (ID Databank and MCA21) is based on API integration.
- Generation of digital registration certificate with option to download anytime
- Email & Telephonic intimation to members whose registration is due for renewal

2. Coordination with other stakeholders/service providers

a) MCA21

- MCA21 is digital system of systems of Ministry of Corporate Affairs and ID Databank portal is deeply integrated with MCA21 through API for verification and exchange of information between two systems
- Report and escalate issues pertaining to MCA-21 web service
- Provide periodic updates/reports to concerned departments for various purposes
- Coordinate activities related to updates/changes in the MCA-21 web service

b) Testing Service Provider (TSP)

- API based integration of Testing system with ID Databank portal for Test slot booking, test result status updation in ID Databank Database, Exchange of information between two systems, Certificate generation & availability of the same in ID Databank account of the users
- Ensure high availability of system
- Participate in change request activities
- Create and communicate reports on various parameters to concerned teams

c) Cloud Service Provider (CSP)

- Report and escalate issues related to downtime, unavailability, performance issues, non-compliance of SLA
- Communicate change requests for scaling up or scaling down of infrastructure
- Estimate and formulate resources optimization, traffic utilization, usage data and foresee plans for scaling up or scaling down

d) Payment and SMS Gateway provider

- Integration of Payment Service Provider (PayGov + NSDL) for online payment facility to users,
- Reconciliation of payment with invoices,
- Monthly Invoice statement,
- Refunds in unsuccessful transactions
- Updation of existing system/integration as per the regulatory changes

3. Managing Knowledge Resources & Webinars

a) Digital Newsletter

- Preparation/designing of Monthly digital newsletter (content of the same will be provided by IICA),
- Emailing of the same to ID Databank members
- Archive of all previous editions,

b) **IICA Convergence Scheme 2** – Under this Scheme IICA offer its courses to ID

Databank members on discounted rates:

- Publication of courses under this scheme on ID Databank portal,
- Email intimation to all members,
- Accepting nomination,
- Compilation of nominated members, maintaining records related to all course published, nominated members etc.

c) **Knowledge Resources** – Listing of various IICA and its' partners Knowledge resources on ID Databank:

- Upload media (PDFs, videos, slides, info graphics)-
 - Article
 - Working Paper
 - Thesis
 - Book
 - Chapters
 - Learning Resources
 - Presentations
 - Technical Report
- Upload circulars and announcements
- Maintain and categorize archives of obsolete uploads
- Creation of new categories

d) **Webinar**

- Designing webinar banner/flyer,
- Posting of webinar on ID Databank portal,
- Email intimation to all member, inviting nominations, weblink distribution to nominated members,
- Updation of webinar recordings on ID Databank portal

4. Technological upgradation, Analysis & MIS

- Upgradation/updation of tech tools (open source/licensed) behind the ID Databank portal, as and when required,
- Find, diagnose, and fix website problems and errors, including broken links (both internal and external) and formatting inconsistencies
- Fixing website vulnerabilities and data security issues as per Meity Guidelines
- Timely backup and syncing with backup server
- Daily log maintenance
- The website should be optimized for load time, response time, navigation and search. The optimization should cover the areas like HTML, CSS, graphics, and PDF etc., to involve smaller page size and faster downloads.
- Data Analysis & MIS generation (Daily, Weekly, Fortnightly, Monthly, occasion based and as may be required by IICA),
- Addition of new tech features, updation/amendment of existing features as per the MCA notifications, whenever required

5. Customer Support Desk / Tech Support

- Helpdesk with toll-free number and required hardware & software
- MIS Report analytics on various parameters to concerned teams on daily/weekly basis
- A team comprising of 01 Supervisor and 2 call attending Executives (Hindi & English speaking with detailed knowledge of ID Databank for ensuring high quality response to user queries/requests)
- Email and Telephone Support: Monday to Saturday 10 AM to 7 PM
- 24x7x365 access to a ticketing portal to log all issues and calls
- Escalation support
- Attending in-bound calls and providing required support to the users
- Making out-bound calls for intimating ID Databank members about renewal of membership, test pass deadline and for any other matter as required by IICA

6. Annual Report of ID Databank

As per the Statutory provisions under the Companies Act, 2013, IICA is required to send ‘Annual Report on Capacity Building of Independent Director:

- Design the approved format of the report,
- Maintaining data to be filled in the report,
- Tracking and recording webinar attendance, course participations etc for giving credit in the Annual Report
- Delivering of the Report to the Databank member and eligible companies through emails.
- Modification / updation as per the MCA notification(s), if required

7. Administration of the Learning Management System (LMS)

For the education of the Independent Directors, IICA has developed 49 eLearning courses and uploaded them on its LMS. The vendor should manage complete administration of the LMS that includes course creation and its management, learner’s communication, registration, examination, project and assignment, results and updating all applications and plug-ins as and when an update is received.

Maintenance, Addition and Update Support of Existing eLearning Content IICA has developed eLearning courses that are uploaded on its Learning Management System (LMS). The level of interactivity of the courses is a mix of Level 1 and Level 2. The bidder should be prepared to add and or update the course content as and when required. The maintenance support shall also include enhancement and modification of the existing e-learning material.

The vendor should ensure proper deployment and commissioning of the e-Learning module on the IICA’s LMS platform after enhancement.

The level of interactivity of the eLearning courses should be guided by the following levels:

	Levels of Interactivity	
Level 1	Level 2	Level 3

40-50 Slides per Hour	35-45 Slides per Hour	25-35 Slides per Hour
Knowledge provided in linear format, one idea after another	Use of scenarios as analogies and basic Animations	Case study, simulations and game based learning
Simple slides, limited 2D graphics, and standard GUI	2D graphics, animation and option of audio Narrative	Advanced simulations, audio and video
Engagement achieved through point and click only	Engagement achieved through point and click, drag/drop, etc.	Highly interactive and engaging like game based e-learning.
Photograph-based graphics with audio and still images.	Use of typically 1-2 character / talent and typically audio. Video is typically re-purposed for Inclusion	Heavy use, may include multiple characters, and typically audio. Video is typically re-purposed for inclusion
Representative Examples: Reading of texts and diagrams True/false questions Simple multiple choice questions Mouse over texts/Pop up	Representative Examples: Drag and drop exercises Matching exercises Scenario-based multiple choice questions Simple application simulations that replicate a process or procedure Simple animated graphics	Representative Examples: Full simulations that allow learners to enter data into fields Single player game elements, e.g. a quiz show format

The interactivity level (L1, L2 or L3) should be decided mutually by the vendor and the IICA. The cost of the module should be arrived at based on the bench mark rate for the agreed interactivity level and the Learning Hours of the particular e-learning module.

8. Notifications Section

The vendor should build custom notification functionality in the portal and manage all activities pertaining to notifying the users of the Independent Director's Databank. Notification e-mail messages and/or SMS should be able to be sent to administrators, supervisors, instructors, users, or other contacts when:

- A user registers, withdraws from, requests, or is added to a waiting list for a course
- Pending information to complete their profile
- Request to join a virtual classroom/webinar, start of the session, etc.
- An automated process or background job is completed
- A scheduled offering is rescheduled or cancelled
- A competency assessment must be completed
- Information of upcoming events/courses/regulatory updates etc

9. Database Cleansing Services

All incorrect or inconsistent data should lead to false conclusions and fails the purpose of creating a meaningful repository. The vendor should go through all data entered in the database of the Databank and either remove or update information that is incomplete, incorrect, improperly

formatted, duplicated, or irrelevant.

Examples	
Inconsistent data	Cleaned to
Gupta Niraj └───┘ └───┘	Niraj Gupta └───┘ └───┘
First Name Last Name	First Name Last Name
Bombay	Mumbai
Niraj*)t	Niraj

The data cleansing services should include:

- Data correction on IICA and User’s request
- Identifying and deleting duplicate data
- Fixing incomplete & irrelevant Data
- Inserting missing details
- Data aggregation
- Matching and correlation
- Interlinking and consolidation
- Identifying key variables for report generation
- Case correction & conversion
- Address data sanitization issues

10. Admin Panels

The vendor should build, & deliver (and upgrade whenever required) to IICA a custom UI interface in the portal for admin related tasks. Two admin panels should be created-

- Individual
- Corporate

The administrators at IICA should be able to add/delete/modify data of the individual or corporate accounts. They should also be able to access and aggregate data from the Databank, as and when required.

11. Project Team Composition

- The project team for the end to end maintenance and operations of the databank portal should mandatorily comprise of a “Project Manager” and also a “Project Lead” to oversee the operations and the deployed team for all accountability related to the successful operations of the project. They will also be required to act as a spoke for IICA for resolution of all related matters and necessary reporting on each and every aspect related to the operations and maintenance of the databank.

- In order to successfully operate and maintain the databank for all its operations, integrations and SLA as per the scope of the work, the project team should comprise of required human resources having competence and experience of working as Web Developer, Software Developer, Web Designer, Quality tester and Checker, moodle and LMS specialist, eLearning content developer/manager, Help desk supervisor/executives etc for addressing to the related SLA and discharge of all related functions/activities/services as mentioned in the Scope of the Work part of the document. The dedicated team will ideally be operating at the location of the agency and reporting directly to the Project Manager and Project Lead, who in turn would report to and accountable for the Nodal Officer at IICA for the Independent Directors Databank.

12. Development of Mobile App

Development of Mobile App (Android and iOS) of ID Databank which can offer all services / functionalities (except Online Proficiency Self-Assessment Test) as available on web portal and can be accessed through the Google Play Store & Apple App Store for any device/system operating on Android and iOS. It would be a responsibility of the agency to get the App listed on the Google Playstore and Apple App Store from the initial version to all subsequent versions (as may be released from time to time based on technical or features related requirements). The development of the Mobile App and its seamless operations including fixation of all bugs and issues is also a part of the scope of work/ SLA of the project.

13. Cyber Security / Data Protection, Security, Privacy

The system should have security features as per the industry standards and Government of India recommendations. The Vendor shall get the security testing/audit done every year or as per the IICA's explicit request and share the relevant Certificate/report with the IICA.

The Vendor shall be required to perform the following activities:

- i. Fix the issues or gaps or vulnerabilities reported in the security audit report.
- ii. Submit the action taken report on the vulnerabilities.
- iii. Any other activity concerning security audit related aspects.
- iv. Compliance on data privacy controls as per prevalent laws of Government of India.
- v. Privacy of the user data must be protected all the time, at rest and during transit.
- vi. Personal Identifiable Information (PII)
 1. PII should be masked at all times and should be stored securely and separately. The stored data shall not be read by any other means unless warranted by the requirements laid out by the IICA.
 2. The Vendor shall identify such sensitive data in voice and text in consultation with IICA and as per relevant regulations laid out from time to time.
 3. Whenever required by IICA, the Vendor shall make appropriate transfer of ownership of data stored with personal and sensitive information.

- vii. Adherence to laws and regulations on sensitive data handling and storage
 - 1. The Vendor shall meet industry and global best practices for data security and privacy.
 - 2. All data must be stored within geographical boundaries of India ONLY.

- viii. Information Security Audit / Rating
 - 1. Get Audited as per Meity Guidelines / Industry practices.
 - 2. Get rating(s) as required by various Government guidelines / Industry practices.

14. Data Backup or Data Archival or Restore

- i. The project shall have a provision of data archiving and restoring the archived data as and when required.
- ii. The project shall have features to schedule backup or restore operations. The selected bidder should ensure that activity such as proper Data Backup, Data Restoration, and Data Synchronization are tested and implemented properly.
- iii. The system shall be able to produce report of data backup or restore activity if required by IICA.
- iv. The system should allow recovery of data in case of hardware or software failure and data corruption. It should be able to perform recovery to a point of time (PTR), to known backup database.
- v. In case of open-source (preferred choice) or COTS collaboration tool Data Backup or Data Archival or Restoration should be performed on clouds/servers in India only.

The scope of work will be governed and supported by **Service Level Agreement (Annexure-XI)** which is to be signed between the two parties at the time of executing the contract.

PART – C

ANNEXURES

Annexure no.	Format Title
Annexure - I	Bid Cover Letter Proforma
Annexure – II	Declaration Regarding Clean Track Record
Annexure - III	Letter of Conformity
Annexure – IV	Financial Bid Format
Annexure – V	Non-Disclosure Agreement
Annexure – VI	Details and Disclosures on Resource
Annexure – VII	Technical Details Form
Annexure – VIII	Integrity Pact format
Annexure – IX	Performance Bank Guarantee Proforma
Annexure – X	Escalation Matrix
Annexure – XI	Service Level Agreement (SLA)

BID COVER LETTER PROFORMA

(To be issued on official letter head of bidder)

To,
Dr. Niraj Gupta,
Nodal Officer,
Independent Directors' Databank (Bid Inviting Authority)
Indian Institute of Corporate Affairs
M/o Corporate Affairs, Government of India
Plot No. P 6, 7 & 8,
Sector 5, IMT Manesar,
Dist. – Gurugram Haryana, PIN - 122052

Subject: Submission of Bid in response to RFP No for **Selection of Managed Service Provider (MSP) for Comprehensive and end to end Maintenance, Update & Operation of Independent Directors Data Bank Portal** for IICA.

Dear Sir,

With reference to your notification inviting RFP for “**Selection of Managed Service Provider (MSP) for Comprehensive and end to end Maintenance, Update & Operation of Independent Directors Data Bank Portal**” for IICA and after having duly examined the Bid document, I/We the undersigned, offer to provide the said “services” associated and related thereto, as detailed in the bid document in response to your Notice Inviting Bid No. dated.....

2. We are of the bidder belief that we are competent to undertake and successfully execute the said project as per scope of work.
3. The necessary, relevant and requisite documents in support of our bid are enclosed herewith for your kind perusal and needful.
4. We undertake to:
 - i. Maintain validity of the Bid for a period of 90 days from the date of bid/bid opening as specified in the bid document, which shall remain binding upon us and may be accepted at any time before the expiration of that period.
 - ii. Execute all contractual documents and provide all securities & guarantees as required in the bid/bid document (and as amended from time to time).
 - iii. Until a formal contract is prepared and executed, this bid/bid, together with your

written acceptance thereof and your notification of award shall constitute a binding contract on us.

Dated this _____ day of _____, 2024 at _____

Signature

(Name, Designation & Address with company stamp)

(In the capacity of)

Duly authorized to sign bid for and on behalf of

** (Format for covering letter to be submitted on printed letterhead of the bidder and duly signed by an authorized signatory)

Enclosed: List of documents (may be given separately)

ANNEXURE – II

Declaration Regarding Clean Track Record (To be submitted on Bidder's letter head)

To,
Dr. Niraj Gupta,
Nodal Officer,
Independent Directors' Databank (Bid Inviting Authority)
Indian Institute of Corporate Affairs
M/o Corporate Affairs, Government of India
Plot No. P 6, 7 & 8,
Sector 5, IMT Manesar,
Dist. – Gurugram Haryana, PIN - 122052

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP No:.....dated.....regarding selection of Selection of Managed Service Provider (MSP) for Comprehensive and end to end Maintenance, Update & Operation of Independent Directors Data Bank Portal"

We hereby declare that our company has not been debarred/ black listed by any PSU, or any other Government / Semi Government organizations in India / World Bank / Multilateral agencies / Bilateral agencies / authorities / regulators, etc. as on the date of bid submission.

I further certify that I am competent authority in my company to make this declaration that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

We further declare that we are eligible and competent as per the eligibility criteria given by the IICA and the information submitted by the company is true and correct and also able to perform this contract as per RFP document.

Thanking you

Your sincerely,

Date

Signature of Authorised Signatory

Place

Name of the Authorised Signatory

Designation ...

Name of the Organisation ...
(with Company Stamp)

Letter of Conformity
(To be submitted on Bidder's letter head)

Date:

To,
Dr. Niraj Gupta,
Bid Inviting Authority,
Indian Institute of Corporate Affairs
M/o Corporate Affairs, Government of India
Plot No. P 6, 7 & 8,
Sector 5, IMT Manesar,
Dist. – Gurugram Haryana, PIN – 122052

**Selection of Managed Service Provider (MSP) for Comprehensive and end to end
Maintenance, Update & Operation of Independent Directors Data Bank Portal''
(RFP No: __dated__)**

Dear Sir,

We, the undersigned bidders, having read and examined the aforesaid RFP document, issued by IICA and hereinafter referred as 'IICA' do hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the IICA, shall form a valid and binding part of the aforesaid RFP document. The IICA is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the IICA's decision not to accept any such extraneous conditions and deviations will be final and binding on us and persons claiming through us.

We also here by confirm that our prices as specified in our Commercial Bid are as per the Payment terms specified in the Tender document.

Thanking you

Your sincerely,

Date

Signature of Authorised Signatory

Place

Name of the Authorised Signatory

Designation ...

Name of the Organisation ...

Financial Bid Format

To,
 Dr. Niraj Gupta,
 Bid Inviting Authority,
 Indian Institute of Corporate Affairs
 M/o Corporate Affairs, Government of India
 Plot No. P 6, 7 & 8,
 Sector 5, IMT Manesar,
 Dist. – Gurugram Haryana, PIN – 122052

Sub: Financial Proposal for Engagement of an Agency for Managed Service Provider (MSP) for Comprehensive and end to end Maintenance, Update & Operation of Independent Directors Data Bank Portal for IICA (RFP Ref No.: I-21/12/2019-SOCGPP dated: ___-___-2024)

Dear Sir,

We are pleased to submit our Financial Proposal for **Managed Service Provider (MSP) for Comprehensive and end to end Maintenance, Update & Operation of Independent Directors Data Bank Portal for IICA** as per the terms and conditions of the RFP document (RFP Ref No.: I-21/12/2019-SOCGPP dated: ___-___-2024).

- a. We hereby declare that our financial bid is unqualified and unconditional in all respects.
- b. The financial bid has been quoted without seeking any minimum guaranteed support from IICA.
- c. The financial bid quoted here shall be fixed for the entire contract period as well as for all permissible extension(s).
- d. Our financial bid is as follows:

A. One Time Cost for Custom Application Features

#	Item	Qty.	Total (INR)-one time cost
1.	Databank Admin Panel	As per scope of work	
2.	Mobile App (iOS & Android)	As per scope of work with all features of databank portal excluding the online test feature	
3.	Helpdesk Set-up/technical System /software licence	As per scope of work	
	Total Cost		

B. Recurring Cost (Yearly) - (As per the activities/operations to be conducted in line with the scope of work)

#	Item	Qty.	Rate per month (INR)	Total (INR) (Yearly)
1.	<ul style="list-style-type: none"> • Operations, update and Maintenance of Databank for all embedded/ existing features and also for updated services and features. All corresponding technical support associated with operations and maintenance • Operation of Helpdesk for ticket resolution and call & email based support to present and prospective members 	As per scope of work		
2.	Administration/upgrade and modification of The Learning Management System (LMS) and eLearning Modules	As per scope of work		
3.	Database security/ management and data cleansing/analysing Services & Tech Support	As per scope of work		
4.	Helpdesk (Toll-free number bill)	As per scope of Work	Will be on reimbursement basis based on actual billing	Will be on reimbursement basis based on actual billing
	Net Total			

- **Total Aggregate Cost combining the quoted price of A and B together (exclusive of taxes) will be considered for evaluation of the financial bid as per the evaluation criteria mentioned in the RFP document**
- **Taxes will be as applicable as per regulatory provisions**
- **Bidder may please make note of the following:**
 1. The costs must be in Indian National Rupees (INR).
 2. The price quoted will be exclusive of GST/any other levy, if applicable
 3. The Financial bid in the form should indicate the prices (exclusive of GST/taxes) for the services required under the scope of the work.
 4. In case, the financial quote is not as per the above, the evaluating authority shall have right to reject the bid
 5. No conditions should be stipulated in the financial bids. The conditional bids shall be

rejected.

6. Once quoted, the bidder shall not make any subsequent price changes. Such price changes shall render the bid liable for rejection.
7. IICA may at its discretion ask for revision of bid(s).
8. Prices quoted should be for IICA premises at Manesar, Haryana and should be inclusive of all charges.
9. Rates for any additional /optional features to be mentioned clearly and separately.
10. The bid should be inclusive of all costs.

- The above rates shall remain valid for complete duration of the contract.

Dated this ___ day of this ___ month of **this_year**

Signature of Authorized Signatory of Bidder (with Company stamp):

Date:

Place:

Name of Authorized Signatory:

Designation:

Name of Bidder:

Complete postal address of Bidder:

ANNEXURE – V

Non-Disclosure Agreement

(To be executed on a non-judicial stamped paper of requisite value)

WHEREAS, we,....., having Registered Office athereinafter referred to as the COMPANY, are agreeable to execute “**Selection of Managed Service Provider (MSP) for Comprehensive and end to end Maintenance, Update & Operation of Independent Directors Data BankPortal**” as per scope defined in the RFP No : ___dated __for Indian Institute of Corporate Affairs, M/o Corporate Affairs, Government of India, Plot No. P 6, 7 & 8, Sector 5 IMT, Manesar, Dist. – Gurugram Haryana, PIN - 122052 (hereinafter referred to as the IICA) and,

WHEREAS, the COMPANY understands that the information regarding the IICA’s Infrastructure shared by the IICA in their Request for Proposal is confidential and/or proprietary to the IICA, and

WHEREAS, the COMPANY understands that in the course of submission of the offer for the said RFP and/or in the aftermath thereof, it may be necessary that the COMPANY may perform certain jobs/duties on the IICA’s properties and/or have access to certain plans, documents, approvals, data or information of the IICA;

NOW THEREFORE, in consideration of the foregoing, the COMPANY agrees to all of the following conditions, in order to induce the IICA to grant the COMPANY specific access to the IICA’s property/information, etc.;

The COMPANY will not publish or disclose to others, nor, use in any services that the COMPANY performs for others, any confidential or proprietary information belonging to the IICA, unless the COMPANY has first obtained the IICA’s written authorization to do so;

The COMPANY agrees that information and other data shared by the IICA or, prepared or produced by the COMPANY for the purpose of submitting the offer to the IICA in response to the said RFP, will not be disclosed to during or subsequent to submission of the offer to the IICA, to anyone outside the IICA;

The COMPANY shall not, without the IICA’s written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, document, plan, pattern, sample or information (to be) furnished or shared by or on behalf of the IICA in connection therewith, to any person(s) other than those employed/engaged by the COMPANY for the purpose of submitting the offer to the IICA and/or for the performance of the Contract in the aftermath. Disclosure to any employed/ engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Thanking you

Your Sincerely

Date

Place

Signature of Authorised Signatory

Name of the Authorised Signatory

Designation ...

Name of the Organisation ...

Details and Disclosures on Resource

(To be submitted on Bidder's letter head)

Selection of Managed Service Provider (MSP) for Comprehensive and end to end Maintenance, Update & Operation of Independent Directors Data Bank Portal''

(RFPNo: _____ dated _____)

Table - Resource Credentials

Srl. No.	Roles for Project	Name (optional)	Academic & Professional Qualification	No. Of Projects handled	Relevant work experience	Remark
1.						
2.						

Date

Place

Signature of Authorised Signatory

Name of the Authorised Signatory

Designation ...

Name of the Organisation ...

TECHNICAL DETAILS FORM

a) Name of the Bidder:

b) Incorporated as _____ in the year ____ at _____ (State Registered Bidder, Co-operative Society or Partnership Bidder)

c) Whether any Legal Arbitration/Proceeding is instituted/pending against the bidder in any court of Law in India or the bidder has lodged any claim in connection with works carried out by them. If yes, please give details.

d) Whether the bidder complies with the requirement of Registration under the Contract Labour (Regulation and Abolition) Act: Yes/No

e) SERVICE PROVIDER's profile (*)

- Address:
- Name of the top executive(s) with designation:
- Telephone No:
- Mobile:
- E-mail:
- Service Tax No:
- PAN:
- Office Strength: Technical: ___Nos. Administrative: ___

f) Officer authorized to submit the bid/bid & represent the Bidder in all means:

- Name
- Designation
- Mobile No.
- Direct Line No
- Official E-Mail
- Address

g) Annual Turnover :(In Rs. Crores)

Sr. no.	Financial Year	Turnover (Rs.)
1	2019-20	
2	2020-21	
3	2021-22	
4	2022-23	
5	2023-24	

h) Support Document Submission Schedule:

Sl. No.	Description	Submitted (Yes/No)	Please indicate the page no. of the attached support document
1.	Certificate of Incorporation		
2.	<ul style="list-style-type: none"> • Valid GST Registration certificate • Audited Financial Statements (BS and P&L for FY 2019-20,2020-21,2021-22, 2022-23, 2023-24) 		
3.	A certificate from a practicing Chartered Accountant regarding Net worth		
4.	<ul style="list-style-type: none"> • PAN Card • Income Tax Return Acknowledgement (for FY 2019-20,2020-21,2021-22, 2022-23, 2023-24) 		
5.	Declaration of ineligibility / banned / blacklisted / debarred by any Govt. Department/ Public Sector Undertaking in India for any reason as on the date of bid submission or convicted of economic offense in India for any reason.		
6.	Work Order/ contract and corresponding completion certificate/ performance report/ testimonial on the client's letterhead in support of The bidder should have experience of developing & executing IT projects / web portal / SaaS based dynamic web application and their maintenance & operation (with Scope of Work similar to that specified in this document) for Central / State Government Organization / Public Sector Undertakings / Regulatory Bodies / Autonomous bodies in India, during last 03 FYs (2021- 22, 2022-23, 2023-24) (as on date of bid submission)		
7.	Board Resolution / Power of Attorney, in the name of person signing the Bid, authorizing him to submit/execute this agreement as a binding document		
8.	Undertaking that Bidder should abide by Data Protection Act of Govt. of India, IT Act and its amendment carried out by the Government from time to time		
9.	Bidders shall sign and submit the Integrity Pact provided in the RFP		
10.	ISO 9001 and 27001 Certification / CMMI certification		
11.	Work completion certificate along with work order evidencing experience of Moodle Based Learning Management System (LMS) customization, maintenance and administration assignments in last 03 FYs (2021-22,		

	2022-23, 2023-24)		
--	-------------------	--	--

Dated this _____ day of _____, 2024 at _____

Authorized Signatory

(Name, Designation & Address)

(In the capacity of)

Duly authorized to sign bid for and on behalf of

Integrity Pact

(To be signed on Plain paper and submitted as part of Technical bid)

Integrity Pact for Tender Document No. I-21/12/2019-SOCGPP; Tender Title: Selection of Managed Service Provider (MSP) for Comprehensive and end to end Maintenance, Update & Operation of Independent Directors Data Bank Portal

This Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 202_ at _____, India.

BETWEEN

INDIAN INSTITUTE OF CORPORATE AFFAIRS, _____ through Nodal officer, Independent Directors Databank, for and on behalf of Director General & Chief Executive Officer, IICA (hereinafter called the “The Principal”, which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/s. _____ (hereinafter called the “The Bidder/ Contractor” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

‘The Principal’ intends to award, under laid down organizational procedures, contract/ s for _____, ‘The Principal’ values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s).

In order to achieve these goals, the Principal has constituted the Tender Evaluation Committee (TEC) which will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the ‘The Principal’

1. ‘The Principal’ commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal shall exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall initiate disciplinary actions.

Section 2 - Commitments of the ‘Bidder/ Contractor’

3. The ‘Bidder/ Contractor’ commit themselves to take all measures necessary to prevent corruption. The ‘Bidder/ Contractor’ commit themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The ‘Bidder/ Contractor’ shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The 'Bidder/ Contractor' shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the tender process.
 - c. The 'Bidder/ Contractor' shall not commit any offence under the relevant IPC/ PC Act; further, the 'Bidder/ Contractor' shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
 - d. The 'Bidder/ Contractor' of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The 'Bidder/ Contractor' shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
4. The 'Bidder/ Contractor' shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the 'Bidder/ Contractor', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the 'Bidder/ Contractor' from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

5. If the Principal has disqualified the 'Bidder/ Contractor' from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover damages from 'Bidder/ Contractor'.

6. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 - Previous transgression

7. Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

8. If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal may debar the bidder from bidding process.

Section 7 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

Section 8 - Other provisions

1. This agreement is subject to Indian Law. The place of performance and jurisdiction is Gurugram/New Delhi.

2. Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.
3. If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.
5. In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of 'Bidder/ Contractor'

Date

Witness 1: (Name & Address)

Witness 2: (Name & Address)

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of the Principal

Date

Witness 1: (Name & Address)

Witness 2: (Name & Address)

PERFORMANCE BANK GUARANTEE PROFORMA

(To be executed on Non-Judicial Paper of value INR 100/-)

To,
Dr. Niraj Gupta,
Nodal Officer,
Independent Directors' Databank,
Indian Institute of Corporate Affairs
M/o Corporate Affairs, Government of India
Plot No. P 6, 7 & 8,
Sector 5, IMT Manesar,
Dist. – Gurugram Haryana, PIN – 122052

OUR LETTER OF GUARANTEE No. _____

In consideration of Indian Institute of Corporate Affairs (IICA), M/o Corporate Affairs, Govt. of India, having its office at Plot No. P 6, 7 & 8, Sector 5, IMT, Manesar, District – Gurugram, Haryana, India, PIN - 122052 (hereinafter referred to as “IICA” which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators officers and executors) and having entered into an agreement dated _____/awarded vide Work Order No..... dated..... with/on M/s hereinafter referred to as “The Contractor” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, officers and executors).

2. Whereas “The Contractor” having unequivocally accepted to provide the services as per terms and conditions given in the agreement/bid document dated_/Work Order No. _____ dated _____ and IICA having agreed that “The Contractor” shall furnish to IICA a Performance Bank Guarantee for the faithful performance of the entire contract, for the value of 10% of the total awarded/contracted work value

3. We, _____ (“The Bank”) which shall include our successors, administrators, officers and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the bid document/Agreement/Purchase Order.

4. Hereby, we undertake to pay up to but not exceeding _____(say_____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the a mount claimed is due by reason of “The Supplier” having failed to perform the agreement and despite any contestation on the part of above named Supplier.

5. This Letter of Guarantee will expire on_____including 60 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signatory of Bank
(Not below the rank of Manager)

Name:

Designation Date:

Mobile No.

Stamp of Signatory Seal of
Bank

ANNEXURE – X

Escalation Matrix

Contact details (name, address, phone, fax, mobile, email) of support personnel are to be given below:

(To be filled in by the bidder)

S.No.	Name	Designation	Address	Mobile No.	e-mail
1					
2					
3					

Service Level Agreement

Service Level Agreement (SLA) defines the quality and performance of the service delivery. SLA will help IICA to sustain the planned business outcomes from the proposed solution and enforce the service standards during the life cycle of the project and the entire contracted O&M phase. SLA defined here shall be in operation for the entire contract period.

A. Definitions

a) For purposes of this Service Level Agreement, the definitions and terms as specified in the contract along with the following terms shall have the meanings set forth below:

- i. "Availability" shall mean the time for which the services and facilities offered by the Bidder are available for availing services from the ID Databank portal.
- ii. "Downtime" is the time the services and facilities are not available to ID Databank members and excludes the scheduled outages planned in advance for IICA.
- iii. "Helpdesk Support" shall mean the Bidder's helpdesk center (Monday to Saturday 10 AM to 7 PM) which shall handle user queries, Trouble Ticketing and related tasks during this contract.
- iv. "Incident" refers to any event / abnormalities in the functioning of the Databank that may lead to disruption in normal operations/services.
- v. Severity for Problem Requests/Defect Fixes: The severity of a problem request or defects fixes would be based on the service impact of the problem. Severity is defined as follows:

Severity	Definition
Critical	<p><u>For Live Operations:</u> Showstoppers involving major functional failure in the application. There are no usable workarounds available to troubleshoot the problem.</p> <p><u>For UAT:</u> Fatal Errors like General Protection Fault, system hangs and testing cannot proceed till error is fixed.</p>
High	<p><u>For Live Operations:</u> Users face severe functional restrictions in the application irrespective of the cause. Workarounds are time consuming.</p> <p><u>For UAT:</u> Serious Program behaviour inconsistent to functional requirements, or data rendered inconsistent and testing cannot proceed in that area till error is fixed.</p>

Medium	<p><u>For Live Operations:</u> Moderate functional restrictions in the application irrespective of the cause. Has a convenient and readily available workaround. Affects a few users.</p> <p><u>For UAT:</u> Minor errors to be corrected, but testing can proceed with work around solutions.</p>
Low	<p><u>For Live Operations:</u> Requiring cosmetic functional changes. Does not require anyworkaround. It may include user query / suggestions but has no business impact.</p> <p><u>For UAT:</u> Suggestions/ Comments. Improves user-interface or functionality.General remarks not necessarily meant for improvement.</p>

B. Implementation Phase: For the existing system architecture of the databank portal as well as for all modifications, changes, upgrades or versions that may be required to be developed as per the requirements of IICA as well as in accordance with the corresponding changes in the provisions relating to Independent Directors, in the Companies Act 2013.

Sr. No.	Measurement	Definition	Target	Penalty
User Acceptance Testing (UAT)				
1.	UAT Defect Density – Severity Level wise Defects	The vendor shall maintain UAT defect log and categorize and assign severity rating to each defect encountered. Defect Density – Severity Level wise will be calculated for UAT from 2 nd round of User testing	Defect Level – Critical	
			Per Defect	INR 25,000 /-
			Defect Level – High	
			Per Defect	INR 15,000 /-
			Defect Level – Medium	
			Per Defect	INR 10,000 /-
			Defect Level – Low	
Per Defect	INR 5,000 /-			
2.	Go-Live	Completion of - Rollout of system would mean, Go- live of the system such that all application	< 2 weeks delay in Rollout of system	INR 50,000/- Per week of delay

	users are able to use the centralized application / portal, to the satisfaction of the users & purchaser and confirming to the application response time	<= 4 weeks to > 2 weeks delay in Rollout of system	INR 75,000/- Per week of delay
	Parameters as defined in this tender document.	> 4 weeks delay in Rollout of system	Event of Default & Escalation to IICA and Vendor management

C. Performance of System – System Integrator

Sr. No	Measurement	Definition	Target	Penalty
1.	Average time taken for opening Internet portal (Home page) from remote site at 512 Kbps connectivity	Script based checking every 10 minutes daily (8 am to 8 pm) Quarterly average from the log. Script based checking to be facilitated by system integrator.	Through a Leased line <= Average daily 10 seconds	No Penalty
			Through a Leased line, > Average daily 10 seconds	INR 25,000
2.	Availability of all online services and portal (Primary / DR as the case may be)	Script based checking every 10 minutes daily (8 am to 8 pm) Quarterly average from the log. Script based checking to be facilitated by the Vendor. Non- availability of even one of the agreed services would amount to deviation for this purpose	>= 99.75%	No penalty
			Continuous downtime for more than 30 minutes	INR 25,000
			<= 99.74% to > 99.00%	INR 50,000
			<=99.00% to >98.5%	INR 1,00,000
			< 99.00%	Event of Default & Escalation to IICA and Vendor management

3.	Concurrent connects to the Web services	Simulated the stated loads and testing the system performance using load-testing tools. Monthly Check	<1,000 Concurrent Users at any point of time	INR 25,000
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D. Quality of Services

Sr. No.	Measurement	Definition	Target	Penalty
Web Portal Maintenance				
1.	Scheduled Maintenance	Measures timely maintenance of the ICT Infrastructure equipment The Vendor shall provide a detailed ICT Infrastructure maintenance plan on the commencement of the project.	100 % of scheduled maintenance should be carried out as per maintenance plan submitted by the Vendor. Any scheduled maintenance needs to be planned and intimated to IICA at least 2 working days in advance.	INR 25,000 (for every non-compliance)

E. Technical Support Services/Helpdesk

Sr. No.	Measurement	Definition	Service Level Target	Penalty
1.	Response time (Only for problem & Assistance request)	<p>“Response Time”, means time taken (after the request has been logged at the helpdesk and escalated to concerned person) by the respective vendor staff in responding to the call and updating the status of the call in the Help Desk system. The response time would include:</p> <ul style="list-style-type: none"> • Call diagnosis • Categorization into problem 	At least 90% of the calls within 15 minutes	No penalty
>= 85% to < 90% of the calls within 15 minutes			INR 10,000	
<85%			INR 25,000 Event of Default & Escalation to IICA and Vendor management	

		request/change requests for defect fixes <ul style="list-style-type: none"> • Assign severity levels to PRs • Tentative timelines for further action. 		
2.	Resolution Time	“Resolution Time” , means time taken by the helpdesk to troubleshoot and fix the problem / defect from the time the call has been escalated to the concerned staff till the delivery of the solution to the ID Databank users and subsequently updates the status of the call in the Help Desk system.		
	At least 80% tickets to be resolved within 2 working days		No penalty	
	< 80% tickets to be resolved within 2 working days		INR 10,000 Event of Default & Escalation to IICA and Vendor management	

F. Data Back up / Migration

Sr. No.	Measurement	Definition	Target	Penalty
1.	Data Back Up/ Migration	Completion of data backup/ migration as and when required by IICA	More than 2 weeks delay in data migration	INR 1,00,000 Event of Default & Escalation to IICA Management

G. Issue Management Procedures (SOP)

a. General

- i. Issue Management process provides for an appropriate management structure towards orderly consideration and resolution of business and operational issues in the event of a quick consensus not reached between IICA and Bidder.
- ii. Implementing such a process at the commencement of services shall significantly improve the probability of successful issue resolution. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at operational levels.

- b. Issue Management Procedures
 - i. Either IICA or Bidder may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.
 - ii. The IICA and the Bidder will determine which committee or executive level should logically be involved in resolution.
 - iii. A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
 - iv. IICA and the Bidder shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The Bidder will then communicate the resolution to all interested parties.
 - v. In case the issue is still unresolved, the arbitration procedures described in the contract will be applicable.