



**Indian Institute of
Corporate Affairs**
Partners in Knowledge. Governance. Transformation.

Request for Proposal (RFP)

for

**Selection of Service Provider for deployment and provision
of SAAS based Learning Management System (LMS)**

for

**Indian Institute of Corporate Affairs
Ministry of Corporate Affairs
Government of India**

[RFP No. I-14050/16/2019-IT](#)

F. No. I-14050/16/2019-IT

Indian Institute of Corporate Affairs / भारतीयकारपोरेटकार्यसंस्थान
Ministry of Corporate Affairs / कॉर्पोरेटकार्यमंत्रालय
Government of India / भारतसरकार

Plot No. 6, 7 & 8, Sector - 5 / प्लॉटनं. ६, ७, और ८, सेक्टर-५
IMT, Manesar, Dist. - Gurgaon / आई .एम. टी., मानेसर, जिला - गुडगाँव
Haryana/ हरियाणा
PIN - 122052 / पिन-१२२०५२

दिनांक/Dated: 17 May 2023

REQUEST FOR PROPOSAL (RFP)

Sub: Request for Proposal (RFP) for deployment and provision of SAAS based Learning Management System (LMS) for Indian Institute of Corporate Affairs (IICA), Ministry of Corporate Affairs, Government of India - Reg.

1. Indian Institute of Corporate Affairs (IICA), under Ministry of Corporate Affairs, Govt. of India, invites competitive and responsive bids **under two bid system (Technical & Financial Bid)** from eligible and reputed OEM entities/agencies/companies/firms or OEM exclusive authorized entities/agencies/companies/firms for deployment and provision of a comprehensive and end-to-end SAAS based Learning Management System (LMS), as per requirement and features/specifications as entailed in the "Scope of Work" defined in this RFP document.
2. 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 RFP document.
3. The time, date and venue details related to the proposal submission are mentioned in the "Important Information Schedule Sheet". Proposals must be received not later than time, date and venue mentioned in the "Important Information Schedule Sheet". Proposals that are received after the deadline will not be considered and no request for acceptance shall be entertained whatsoever. **Bidder will be selected under Lowest Cost Based Selection Criteria (L1) and procedures described in this RFP.**
4. Interested, authorized and eligible Service Providers (OEM/OEM exclusive authorized), who are and are willing to meet the stated requirement, are requested to kindly submit their competitive bids/offers through e-procurement system of GOI on Central Public Procurement Portal (www.eprocure.gov.in).

.....Contd..-2-

5. The tenders are being invited through e-procurement system of Central Public Procurement Portal- CPPP (www.eprocure.gov.in) of Government of India. Bidders are requested to apprise themselves of the provisions of e-procurement system and submit their respective bids through e-procurement system at www.eprocure.gov.in
6. The competent authority in IICA reserves the right to amend any of the terms and conditions contained in this tender 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.
7. 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 alteration of the terms and conditions is permissible once the bid is accepted by this office.
8. **Interested Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its terms, conditions & implications. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of its proposal. Any conditional bid, or bid for only part of the requirement will be rejected. However, before rejection, the bidder would be given an opportunity, before the scrutiny of technical bid to waive off the condition, and accept the bidding conditions and service requirement in toto. However, the bidder in such a case would not be allowed to change his financial bid, and the financial bid submitted initially would be deemed to be for the unconditional bid covering all service requirements.**
9. The Bid proposer should sign at the bottom space of all pages of tender document.
10. The technical bids shall be opened first and evaluated by the Tender Evaluation Committee (TEC). At the second stage, financial bids of only the technically qualified bidders will be opened.
11. Director General, IICA reserves the right to reject any or all of the tenders in part or full without assigning any reason(s).
12. **The deadline for submission of bid is 3:00 P.M. on 7th June, 2023.** Director General, IICA may, at its discretion, extend the deadline for submission of tenders.
13. Pre-bid meeting will be held on 26th May at 3:00 PM virtually. Those desirous to participate in the pre-bid meeting shall send their requests at least 24 hours before the said time. A meeting link would be accordingly sent to them for participating in the meeting. Any clarification requested on mail should be received at least 10 days before the last date of submitting the bid. Any mail after that would not be entertained.

.....Contd..-3-

14. Any changes in any of the bid parameters, based on pre-bid meeting or clarifications requested or otherwise, would be made by IICA not less than 72 hours before the last date and time of submitting the bid, and the same would be uploaded on all the relevant websites. It would be the responsibility of the bidders to keep a watch on the changes being made.
15. For further details, bidders may contact Sh. D. Kalita, SA & Head, Department of IT at +91-(0124)-2640174 / +91-(0124)-2290203 or e-mail at debarun.kalita@gov.in

Sd/-

(D. Kalita)

Tender Inviting Authority (TIA)
Indian Institute of Corporate Affairs
Ministry of Corporate Affairs, Government of India
Tel: 0124-2640174 | Email: debarun.kalita@gov.in

: IMPORTANT INFORMATION SCHEDULE:

#	HEAD	DESCRIPTION
1.	Name of the Purchaser	Indian Institute of Corporate Affairs, Ministry of Corporate Affairs
2.	Tender Submission Mode	The tenders are to be submitted through e-procurement system of Central Public Procurement Portal- CPPP (www.eprocure.gov.in) of Government of India
3.	Method of Selection	Bidder with the lowest commercial proposal (LCS)
4.	Work Execution Schedule	Maximum 7 days from the date of award of contract /issue of work order.
5.	RFP publication on	18 th , May, 2023
6.	Tender Submission Deadline	3:00 P.M. on 7 th , June, 2023
7.	Tender Opening	The tenders will be opened at 3:00 P.M. on 8 th , June, 2023
8.	Tender Opening Venue	Indian Institute of Corporate Affairs, Plot No. P 6,7,8 Sec. 5, IMT, Manesar District-Gurugram, Haryana PIN Code - 122052
9.	Tender Inviting Authority	<ul style="list-style-type: none"> • Sh. D. Kalita SA &Head, Department of IT Indian Institute of Corporate Affairs, Ministry of Corporate Affairs Government of India Plot No. P 6,7,8 Sec. 5, IMT, Manesar District-Gurugram, Haryana PIN Code - 122052 <p>Phone No. : +91-(0124)- 2290203 / +91-(0124)- 2640174 Fax No. : +91-(0124)-2291036 Email: debarun.kalita@gov.in</p>
10.	EMD	As specified in the RFP document
11.	Performance Bank Guarantee	As specified in the RFP document

12.	Language of Bid Submission	Proposals should be submitted in English only
13.	Bid Validity	Proposals must remain valid up to 120 (One Hundred Twenty) days from the last date of submission of the Bids.
14.	Currency	Currency in which the Bidders shall quote the price and will receive payment is Indian National Rupees (INR) only
15.	Name and Address for Communication and seeking clarifications	<ul style="list-style-type: none"> • Sh. D. Kalita SA & Head, Department of IT Indian Institute of Corporate Affairs, Ministry of Corporate Affairs Government of India Plot No. P 6,7,8 Sec. 5, IMT, Manesar District-Gurugram, Haryana PIN Code - 122052 <p>Phone No. : +91-(0124)- 2290203 / +91-(0124)- 2640174 Fax No. : +91-(0124)-2291036 Email: debarun.kalita@gov.in</p>

-Sd/-

(D. Kalita)

Tender Inviting Authority (TIA)
Indian Institute of Corporate Affairs
Ministry of Corporate Affairs, Government of India
Tel: 0124-2640174 | Email: debarun.kalita@gov.in

DISCLAIMER

The information contained in this Request for Proposal document (RFP) or subsequently provided to the Bidders, whether verbally or in documentary or in any other form by or on behalf of the Purchaser or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.

This RFP is not an Agreement and is neither an offer nor an invitation by the Purchaser to the Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals. The information contained in this RFP has been provided to the best of knowledge and in good faith. However, the information may not be complete and accurate in all respects and may not be exhaustive. Specifically, the information regarding business processes provided in this RFP is based on the interim decisions taken by the Indian Institute of Corporate Affairs (IICA) and is expected to undergo changes in future. This RFP includes statements which reflect various assumptions and assessments arrived at by IICA in relation to the project. Information provided in this RFP is on a wide range of matters, some of which depends on the interpretation of law. The information is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

While reasonable care has been taken in providing information in this RFP, the Bidders are advised not to rely on this information only but also carry out their independent due diligence and risk assessments before submitting their response to this RFP. Further, the Bidders are advised to conduct their own analysis of the information contained in this RFP, carry out their own investigations about the project, the regulatory regime which applies thereto and all matters pertaining to IICA and to seek their own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to this RFP.

The information contained in this RFP is subject to update, expansion, revision and amendment prior to the last day of submission of the bids at the sole discretion of IICA. Neither IICA nor any of its officers, employees nor any advisors nor consultants undertakes to provide any Bidder with access to any additional information or to update the information in this RFP.

IICA, its employees and advisors make no representation or warranty and shall have no liability of any nature to any person including any Bidder or Vendor under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP.

A. IICA OVERVIEW

The Indian Institute of Corporate Affairs, functions under the administrative control of Ministry of Corporate Affairs (MCA) to deliver opportunities for research, education, and advocacy. It is a think tank that curates a repository of data and knowledge for policy makers, regulators as well as other stakeholders working in the domain of Corporate Affairs. Key activities carried out by IICA include induction and in-service training to Indian Corporate Law Service (ICLS) officers, capacity building and training programmes, policy advisory functions, public outreach and stakeholder consultants through seminars, conference and forums.

B. OBJECTIVE OF THE TENDER

The objective of this tender document is to solicit LMS proposals from the prospective bidders for providing a web based end-to-end LMS system.

C. BRIEF SCOPE OF WORK

PROPOSAL FOR PROVIDING SUBSCRIPTION BASED LMS FOR IICA

IICA invites tenders to automate the, the services of the SAAS based instances of “Learning Management System (LMS)”, for catering to the requirement of having a web based “Training & Course Delivery” learning system for the trainees and participants of various online as well as offline training programmes conducted by the School and Centres. It is hereby reiterated that the bidder should bid inclusive for all the requirements mentioned in this Bid Document, and any qualified bid, for only part of the scope of work or responsibilities would be either rejected or a declaration shall be taken from the bidder, before opening of financial bid that the bidder is committed to deliver, within the amount mentioned in the financial bid submitted, on all items of work mentioned in the bid document. In the latter case, the financial bid would remain unchanged, and would be deemed to be applicable inclusive for all items of work, as given in the bid document.

FUNCTIONAL REQUIREMENTS (overview)

- ACCOMMODATIONS
- ANNOUNCEMENTS
- ASSIGNMENTS
- ATTENDANCE
- BRANDING
- CALENDAR
- CONDITIONAL RELEASE
- CONTENT AUTHORIZING
- CONTENT MANAGEMENT
- COURSE MANAGEMENT
- DISCUSSIONS
- GRADEBOOK
- GRADING

- GROUPS
- INTERFACE
- LEARNING ANALYTICS
- MESSAGING
- MOBILE
- NOTIFICATIONS
- PORTFOLIOS
- REPORTS
- ROLE MANAGEMENT
- TESTS/QUIZZES/EXAMS
- USER MANAGEMENT
- VIRTUAL CLASSROOM/WEB CONFERENCING

TECHNICAL REQUIREMENTS (overview)

- AUTHENTICATION
- DISASTER RECOVERY
- INFRASTRUCTURE
- INTEGRATIONS
- SECURITY
- STANDARDS
- STORAGE
- SYSTEM CONFIGURATION
- SYSTEM REQUIREMENTS
- UPDATES

FUNCTIONAL REQUIREMENTS (details)

ACCOMMODATIONS

1.1 Application/Solution should allow instructors to set accommodations for individual students and exempt them from requirements, such as assessment due dates or time limits.

1.2 Application/Solution should have brief about the process for setting accommodations for individual students.

ANNOUNCEMENTS

2.1 Application/solution should allow administrators to post and edit system-wide, departmental, or user-specific announcements.

2.2 Application/solution should your solution allow instructors to post and edit course announcements.

2.3 Application/solution should allow instructors to copy existing announcements.

2.4 Application/solution should allow instructors to schedule announcements by date and time or keep them available forever.

2.5 Application/solution should trigger a pop-up in the course to ensure that students see an announcement.

2.6 Application/solution should allow instructors to see how many students have viewed an announcement.

2.7 Application/solution should provide the ability to search for announcements.

ASSIGNMENTS

3.1 Application/solution should allow instructors to create assignments where students can upload a single file or multiple files as a submission.

3.2 Application/solution should allow students to write a submission using a content text editor (WYSIWYG) as a submission.

3.3 Application/solution should allow assignment submissions from Box, Dropbox, Google Drive, OneDrive, and OneDrive for Business.

3.4 Application/solution should allow instructors to create and deploy group assignments, where one and any group member can submit on behalf of the group, and it assigns the submission (and resulting grade) to all group members.

3.5 Application/solution should allow instructors to define the number of attempts.

3.6 Application/solution should allow automatically create a corresponding column in the gradebook when an assignment is created.

3.7 Application/solution should allow instructors to allocate points for an assignment.

3.8 Application/solution should provide students with assignment submission confirmations. Students should be able to review their submission.

3.9 Application/solution should allow instructors to set an assignment due date and time. Will your solution automatically mark submissions as late when submitted past the date and time specified.

3.10 Application/solution should allow instructors to set a time limit on assignment submissions (LIVE Assignment).

3.11 Application/solution should allow discussions to take place within an assignment.

3.12 Application/solution should allow Breakout Groups for discussion and assignment.

3.13 Application/solution should allow instructors to create an assignment that doesn't collect submissions. For example, the instructor wants the assignment details

and grade, marks to be available within the learning management system for record keeping. However, the actual assignment submission will take place in a classroom.

3.14 Application/solution should allow instructors to create or add an existing rubric to an assignment as the assignment is being created.

ATTENDANCE

4.1 Attendance System should be automatically captured attendance for all students/Participants (Offline/ Online Class)

4.2 Attendance record for all participants/students should be available to the Instructor.

4.3 Describe the process of setting up the attendance tool to pass attendance data into the gradebook.

4.4 Application/solution should allow attendance data to be exported.

4.5 Application/solution should allow calculate the average attendance score for the entire course.

4.6 Application/solution should allow calculate metrics related to the number of students that have perfect, above average, or below average attendance.

BRANDING

5.1 Application/solution should allow the customization of branding elements.

5.2 Application/solution should allow a dedicated landing page for institutional information that lives outside of a course or organization.

5.3 Application/solution should allow dedicated landing page that shows information to specific users.

CALENDAR

6.1 Application/solution should provide access to an institutional calendar that can be viewed by all users for upcoming events.

6.2 Application/solution should provide access to a course calendar that can be viewed by all enrolments in a course for upcoming events and due dates on activities.

6.3 Application/solution should provide access to a calendar that can be viewed by all users associated with a specific organization or group.

6.4 Application/solution should provide access to a personal calendar for users to add their own events, notes, reminders, etc. that is not associated with a course.

- 6.5 Application/solution should allow users to create recurring calendar events.
- 6.6 Application/solution should provide automatically add items with due dates to the calendar.
- 6.7 Application/solution should allow instructors to change the date of an event or the due date of an activity by using a drag and drop workflow.
- 6.8 Application/solution should allow users to fir their calendar view so that they can see entries from a single calendar or multiple calendars.
- 6.9 Application/solution should allows users to select a calendar view (such as day and month)

CONDITIONAL RELEASE

- 7.1 Describe the process an instructor would take to add a conditional release to a content or activity item.
- 7.2 Application/solution should allow the release of content and activities based on availability dates.
- 7.3 Application/solution should allow the release of content and activities based on performance on previous items.

CONTENT AUTHORIZING

- 8.1 Application/solution should provide access to a content editor.
- 8.2 Application/solution ensure that all content created using the content editor is responsive and optimized for mobile phone and tablet devices without requiring a mobile application.
- 8.3 Application/solution should allow content editor automatically convert YouTube and Vimeo URLs into embedded videos.
- 8.4 Content editor should allow you to search for and embed YouTube videos without having to use an embed code.
- 8.5 Describe the steps an instructor would take to copy content from multiple courses into their current course.
- 8.6 Describe the process of uploading a file and embedding the file directly onto a page.
- 8.7 Application/solution should allow instructors to align outcomes to assignments, content, discussions, tests, web links, external tools (LTI) and other types of items. Please specify any additional items that can be aligned to outcomes.

CONTENT MANAGEMENT

- 9.1 Application/solution should provide each user with their own private file repository within your system.

- 9.2 Application/solution should provide versioning of files stored in the repository.
- 9.3 Application/solution should allow permissions to be added to files to grant or restrict access.
- 9.4 Application/solution should allow users to make comments on files about the changes they've made to them.
- 9.5 Does your solution allow users to connect to the repository using WebDav.
- 9.6 Application/solution should allow links to be generated to share files with external users.

COURSE MANAGEMENT

- 10.1 Application/solution should allow instructors to control the availability of a course to students (Describe details).
- 10.2 Application/solution should allow administrators to control the availability of a course to instructors.
- 10.3 Application/solution should allow administrators to categorize and group courses by terms, years, departments or a label of your choosing.
- 10.4 Application/solution should provide the ability to change settings per group of courses, based on category (e.g., select course category 'Fall' and make all courses unavailable to users).

DISCUSSIONS

- 11.1 Application/solution should allow instructors to create group discussions.
- 11.2 Describe the process an instructor would take to navigate between a discussion broken into groups.
- 11.3 Application/solution should allow instructors to quickly see which students who haven't participated within a discussion.
- 11.4 Application/solution should allow the instructor to message students that have not participated within a discussion.
- 11.5 Application/solution should allow instructors to see the amount of original contributions a user has and the amount of replies they have posted in a discussion board.
- 11.6 Application/solution should allow users to search for a participant and see all of their discussion posts.

11.7 Application/solution should allow instructors to see discussion metrics such as the number of active students, average posts per student, and average word count per post.

11.8 Application/solution should allow instructors to see the percentage of students that have opened the discussion and the percentage of students that have participated.

11.9 Application/solution should allow instructors to see a list of the top participants.

11.10 Application/solution should perform discussion analysis to calculate a student's critical thinking level or sentence complexity,

11.11 Application/solution should provide metrics such as average word count, amount of responses, and amount of replies related to a specific student and how they compare to the class average.

GRADEBOOK

12.1 Application/solution should provide a way for instructors to access gradebook information for each course in one centralized location.

12.2 Application/solution should allow instructors to organize the gradebook using drag and drop workflows.

12.3 Application/solution should automatically create items in the gradebook for graded items such as assignments and tests.

12.4 Application/solution should allow instructors to create items in the gradebook for assessments that take place outside of the learning management system.

12.5 Application/solution should allow instructors to create custom grade categories to organize grade items by type (e.g., mid-term, final exam, knowledge check, assignment, quiz, homework, worksheet, etc.).

12.6 Application/solution should provide the ability to create and edit grade schemas/ ranges (e.g., to implement letter grades).

12.7 Application/solution should allow instructors to remove columns.

12.8 Application/solution should retain information about work completed by / grades of students who have dropped the course.

12.9 Application/solution should provide the ability to use calculated columns, with calculation formula customized by instructor.

12.10 Application/solution should provide the ability to create a column that weighs other specified columns.

12.11 Application/solution should calculate student's grade-to-date based on assignments graded so far and the relative weight.

12.12 Application/solution should provide the ability to create a column that averages other specified columns.

12.13 Application/solution should provide the ability to create a column that adds other specified columns together.

12.14 Application/solution should provide the ability to calculate by column category or grouping (e.g., quizzes, weekly sessions).

12.15 Application/solution should allow instructors to export the gradebook to a spreadsheet file (like .csv or .xls) for offline viewing.

12.16 Application/solution should provide the ability to selectively choose what to export.

GRADING

13.1 Application/solution should allow instructors to markup and annotate on student submissions.

13.2 Application/solution should save comments/grades and allows instructors to continue evaluating student work before releasing to the student. Application/solution should system have the option to post grades later.

13.3 Describe the process an instructor would take to see all of the items they need to grade for a particular course.

13.4 Application/solution should allow instructors to record audio and video feedback on student submissions. Describe, how long can the audio and video recordings be.

13.5 Does your solution allow instructors to override grades.

13.6 Does your solution allow instructors to see the date and time a submission was received.

GROUPS

14.1 Application/solution should allow instructors to create student groups that can be used for assignments, tests, and discussion boards.

14.2 Application/solution should allow instructors to randomly assign students to groups.

14.3 Application/solution should allow instructors to manually add students to a specific group.

14.4 Application/solution should allow instructors to make changes to an existing group. For example, changing a group name or moving a student from one group to another group.

14.5 Application/solution should allow instructors to reuse groups from a previous assignment, test, or discussion board.

14.6 Application/solution should allow instructors to message all users within a specific group.

14.7 Application/solution should allow instructors to delete groups.

14.8 Application/solution should allow instructors to unassign students from a specific group or all groups.

14.9 Application/solution should provide private group access to collaborative communication tools such as discussion boards and/or virtual classroom/web conferencing rooms.

14.10 Application/solution should allow group members to exchange files between themselves.

INTERFACE

15.1 Application/solution should provide an auto-save function so that in-progress work is not lost in the event of an unexpected disconnection or accidental browser closing.

LEARNING ANALYTICS

16.1 Application/solution should allow the Instructor the process of identifying students that have not participated in a discussion and the steps an instructor would take to message them about their inactivity.

16.2 Application/solution should allow the Instructor the process of identifying students that have not accessed their course within a specified amount of days and the steps an instructor would take to message them about their inactivity.

16.3 Describe the process of identifying students that have a grade level below a specified amount and the steps an instructor would take to message them.

16.4 Application/solution should allow the Instructor to view how many student engaged in the class in terms of student inactivity, participate in discussion and in terms of question ask by the students.

MESSAGING

17.1 Application/solution should users to send messages using a rich content editor that can embed multimedia.

17.2 Application/solution should allow users to force an email copy to the recipient.

17.3 Application/solution should allow instructors to prevent recipients from replying to a message.

MOBILE

18.1 Application/solution should provide an optimized experience for mobile phone, tablet, and desktop devices when using the web-based interface.

18.3 Application/solution should provide a dedicated mobile app for instructors & Students

18.4 Mobile applications available on iOS and Android devices.

18.5 Application/solution should provide users to access a virtual classroom/web conferencing session without leaving the mobile application

NOTIFICATIONS

19.1 Notifications option for users should be available.

19.2 Application/solution should notify a user about new messages.

19.3 Application/solution should notify a user about new discussion board posts.

19.4 Application/solution should notify a user about new content or activities added to a course.

19.5 Application/solution should notify a user about new and upcoming dates.

19.6 Application/solution should notify a user about new courses that are available.

19.7 Application/solution should notify a user about new calendar items

19.8 Application/solution should notify instructors about student performance. For example, the solution will inform the instructor of students that have not logged in within several days or if their grade level has dropped below a specific amount.

19.9 Application/solution should notify instructors about assignment submissions.

19.10 Application/solution should notify instructors about late assignment submissions.

19.11 Application/solution should notify students about their performance and activity. For example, the your solution will nudge the student to access their course more often if they fall below the class average or have not logged in within several days.

19.12 Application/solution should notify students about new grades and feedback.

PORTFOLIOS

20.1 Application/solution should provide access to a portfolio tool.

20.2 Application/solution should allow portfolios to be shared with others.

20.3 Application/solution should allow portfolios to be exported.

20.4 Application/solution should allow access to the portfolio after a student has left the institution (for a limited period, up to 3 months)

REPORTING

21.1 Application/solution should allow the institution to query the database using any desired SQL or reporting tool.

21.2 Application/solution should provide system reports.

21.3 Application/solution should provide Overall program reporting for individual Instructor

21.4 Application/solution should allow Search Facility should be available.

21.5 Application/solution should provide Individual user Report, activity with their Attendance

ROLE MANAGEMENT

22.1 Application/solution should allow administrators to define roles.

22.2 Application/solution should allow users to have more than one role in the system.

22.3 Application/solution should allow administrators to create custom roles with specific permissions.

TESTS/QUIZZES/EXAMS

23.1 Application/solution should allow instructors to create tests, quizzes, or exams.

23.2 Test, Survey, Assignment option should be available

23.3 Application/solution should allow instructors to reuse questions from previous tests.

23.4 Calculated Formula, Calculated Numeric, Either/Or, Essay, Fill in Multiple Blanks, Fill in the Blank, Jumbled Sentence, Matching, Multiple Answer, Multiple Choice, Option Scale, Ordering, Quiz Bowl, Short Answer, True/False option should be available for the Instructor to conduct the Online Examination

USER MANAGEMENT

24.1 Application/solution should have manual and batch processes to provision user accounts including create, reactivate, deactivate, and delete user accounts.

VIRTUAL CLASSROOM/WEB CONFERENCING

25.1 Application/solution should have learning management system include a virtual classroom/web-conferencing solution.

25.2 Virtual classroom/web-conferencing software should be integrated in the same architecture; however as additional services the solution has to provide integrations with MS Teams, Zoom, CISCO or any other platforms

25.3 Application/solution should have virtual classroom/web-conferencing solution to setup for students working in groups to make use of a room dedicated for their specific group.

25.4 Maximum of 500 participants should join a virtual classroom/web-conferencing session. The system has to have a capacity of loading a 500 students at one point of time.

25.5 Participants allow to join and access the virtual classroom/web-conferencing solution from the learning management system mobile app or have to download an additional mobile application.

25.6 Learning management system should provide a presence indicator for when someone is using a virtual classroom/web-conferencing room in a course.

25.7 Application/solution should have Password Protection facility for every Virtual Link

25.8 Application/solution should provide individual link to Moderator, Instructor and User (separately) for a single Virtual Class

TECHNICAL REQUIREMENTS

AUTHENTICATION

26.1 Application/solution should allow to Administrator to migrate of entire data.

26.2 Application/solution should integrate with authentication providers.

26.4 Application/solution should mobile applications support the same authentication providers as the web-based version of your solution.

26.5 Application/solution should customize the logout process. For example, if an end user logs out of the portal, CAS, or other system and we want to also log the end user out of the LMS.

26.6 Application/solution should provide the ability to configure the session timeouts.

26.7 In terms of your service's web interface, the Application/solution should log out customizable option so that our systems are notified in real-time that the user has logged out.

26.8 Application/solution should provide the ability to dynamically authorize permissions by role to a user upon authentication.

INFRASTRUCTURE

27.1 For hosting deployments required a dedicated SaaS (Software as a Services) Server and backup server of 5 application server also mandate.

27.2 Backup system for entire application should be available.

27.3 Application/solution should include a production environment, that is 99.9% SLA Agreement has to be signed .

27.4 Application/solution should include non-production test and/or staging environments, with test copies of the solution/software.

27.5 Application/solution should support volumes of class sizes and organizations of five hundred active students or more.

27.6 Flexible Delivery facility should be available. Platform design modular in nature, and it should support multiple institutions on a single instance.

27.7 Provide cloud infrastructure & related services for hosting the LMS Solution, as may be required applications in the Government Community Cloud for the contracted period, as below:

- i. Managed hosting (VM instances, Storage, Security, Firewall, Anti-virus etc.)
- ii. Services like caching and search
- iii. Storage & Backup: Backup solution including object storage & application storage including
- iv. Procuring and Installation of Software licenses
- v. SSL Certificates

- vi. Auto-Scaling-up and Scaling down of VM's
- vii. Network Connectivity and Bandwidth.
- viii. IaaS (Infrastructure as a Service)
- ix. N/w Services: Public IPs, Network device management software
- x. Security Services: Firewall with High Availability, Anti-virus for Windows VM
- xi. Hosting Services: Storage management, Network device management, Backup Management, & Security monitoring.
- xii. Disaster Recovery
- xiii. Self Service provisioning Portal with API for automated provisioning
- xiv. MIS and Reporting Services
- xv. Provision of Public IPs
- xvi. Hardware Load balancing
- xvii. Connectivity to internet (NAT Gateway/Patch Server)
- xviii. Adhere to Data security & privacy and future security framework envisaged for the proposed portal, refer Annexure 1
- xix. Provide strategic control during operations and maintenance, please refer Annexure 2
- xx. Facilitate for third party audits

INTEGRATIONS

28.1 Application/solution should include a secured Application Programming Interface (API) to allow authorized systems to interact with the data held behind the interface.

28.2 Application/solution should support integration with other Systems or 3rd Party Applications, i.e., supports open standards, including LTI, and provides a rich API.

28.3 Platform that helps it issue digital certificates using Blockchain technology, which is tamperproof and directly verifiable using technology and automation without any manual intervention.

28.4 The solution should be based on open APIs which can integrate with the existing systems for data.

28.5 The Verification of certificates should be on the IICA website and must match the design of existing certificates of IICA

28.6 The solution should be preferably on Ethereum Blockchain.

28.7 The solution must be on the latest global standards of Verifiable Credentials defined by W3C.org and the certificate should consist of a QR code that can be verifiable directly.

28.8 The certificates either the print or the digital version should be verified automatically without any manual involvement of IICA staff by using Blockchain technology.

28.9 The Service provider should maintain the verification portal at the Institute domain and assist to train the Institute staff if required.

STANDARDS

29.1 Application/solution should comply with IMS Global's Caliper Analytics standard.

29.2 Application/solution should IMS Global's Common Cartridge standard.

29.3 Application/solution should comply with IMS Global's Learning Tools Interoperability (LTI) standard.

29.4 Application/solution should comply with IMS Global's LTI Advantage standard.

29.5 Application/solution should with IMS Global's Question and Test Interoperability (QTI) standard.

29.6 Application/solution should comply with the Sharable Content Object Reference Model (SCORM) standard.

29.7 Application/solution should comply with the AICC standard.

STORAGE

30.1 TB Storage space should be unlimited.

30.2 Application/solution should provide the ability to scale the implementation for increased usage, such that more storage and users can be added. Please identify any limitation from a student or course perspective (i.e., daily usage, quota restrictions).

SYSTEM CONFIGURATION

31.1 Application/solution should provide granular admin configurations for tools/features (i.e., so that we can turn on or off and hide features we do not use)

31.2 Application/solution should provide the option to choose the default landing page upon user login.

SYSTEM REQUIREMENTS

32.1 Application/solution should support commonly utilized web browsers, including current versions of Microsoft Internet Explorer, Microsoft Edge, Apple Safari, Mozilla Firefox, and Google Chrome.

32.2 Application/solution should the latest commonly used operating systems, including macOS, Linux, and Windows.

32.3 No additional software allowed to download such as client side Java or Flash plugins to run the Online Class.

UPDATES

33.1 New Software releases and managed - All the updates released has to be available to IICA within 24 to 48 hours of time.

DATA MIGRATION

34.1 IICA Uses an existing LMS. Solution quoted in the tender should provide the access, and accord the provisions and means for of all the contents (data migration) from the older system to newer system without affecting any data losses and the system should start functioning from Day1. Migration of all and any data and content from the existing LMS system/platform to the new solution, being offered, should be ensured and factored with seamless, glitch and bug free access and availability of all earlier content and data in the new offered solution, without any loss, gap and delay whatsoever.

34.2 The successful bidder, further has to make and factor adequate functionality and technical provisions in its offered solution to facilitate the seamless, loss free, bug free, glitch free, complete and full migration out of all the data & content, as is generated/created/stored/archived/stacked/published/uploaded/etc. during the entire course and period of usage and subscription of the LMS period, which is proprietary and owned by IICA.

IT infrastructure, Cloud Setup & Migration

- i. The Bidder will be responsible for design and provisioning of required IT infrastructure as Infrastructure-As-A-Service (IaaS) & Platform-As-A-Service (PaaS).
- ii. The Bidder shall be responsible for provisioning required compute infrastructure (server/virtual machines), storage and services.
- iii. Provision of necessary compute and storage infrastructure on the cloud including the underlying software licenses to host the application suite
- iv. Provide / configure VMs and migrate VM configurations (hardware and storage till OS level)
- v. Provision of bandwidth link required for migration of the data to the new cloud setup by Bidder
- vi. The Bidder shall be responsible for providing required support during migration of the solution on the Cloud infrastructure.
- vii. Develop migration roadmap, identifying the constraints and inhibitors to cloud migration
- viii. Submit migration plan and related documentation

- ix. Detailed risk management plan
- x. Support in Migration of all data from existing infrastructure
- xi. The Bidder will be required to provide support for updates, upgrades, security patches etc. for software licenses. The Bidder would be required to provide enterprise level support or equivalent for software licenses, covering updates, security patches, issue resolution at software level, bug fixing etc. Bidder should inform IICA for any updates/upgrades in the software licenses before making any upgrades on IT infrastructure provisioned on Cloud. These updates/upgrades would be tested by the application development teams on the existing application before applying and release of same in production. The Bidder shall be responsible for provisioning of Internet Bandwidth at both DC & DR and replication bandwidth between DC & DR.
- xii. The Bidder will be responsible for provisioning of requisite network infrastructure (including switches, routers and firewalls) to ensure accessibility of the servers.
- xiii. The Bidder shall provision monitoring tools for measuring the service levels, application performance and utilization, server performance and utilization, storage performance and utilization and network performance and utilization. The tool shall be capable of providing the exact utilization of servers and shall be able to generate per hour, per day, per month and per quarter utilization reports in the desired format (excel, pdf, word etc.) based on which the payments will be made to the Bidder. Access of this monitoring tool/self service provisioning tool may be provided to IICA.
- xiv. The Bidder shall be responsible for ensuring security of overall solution and infrastructure from any threats and vulnerabilities. The Bidder shall address ongoing needs of security management including, but not limited to, monitoring of various devices / tools such as firewall, intrusion prevention/ detection, content filtering and blocking, virus protection, event logging & correlation and vulnerability protection through implementation of proper patches and rules.
- xv. The Bidder shall offer services from DR at the time of outages in the DC. The DC & DR should work in Active-Active mode with dynamic load balancing and geographical apportionment of load. The Bidder shall be responsible for provisioning of internet bandwidth for replication of data between the DC site and DR Site. The SLA for the replication of data will be attributed to the Bidder. The RPO during disaster recovery shall be <=30 Minutes and RTO shall be <=2 Hours.
- xvi. Sharing Root Cause Analysis report for any downtime or unavailability of the cloud infrastructure
- xvii. The infrastructure provisioned by the Bidder must be scalable and shall allow addition/reduction of cloud resources on demand basis.
- xviii. The Bidder will also be required to provide the following as services under the project:-
 - a. Security & Data Privacy (Data & Network Security including Anti-Virus, Virtual Firewall, VPN, SSL, Log Analyzer, IPS, DDOS Protection)

- b. Reports on security breach and security related incidents along with co-relation with events
- xix. The Bidder needs to provide a solution to automatically provision the infrastructure via Self Service Provisioning tool, provide metering and billing to provide service assurance for maintenance & operations activities. Detailed user level or user group level auditing, monitoring, metering, accounting etc.
- xx. The Cloud infrastructure and data must be maintained only at the location of the identified Cloud hosting site. Data can only be moved to other site in case of any emergency with prior approval of the IICA. The IICA data is highly confidential and critical and therefore the data should be highly secured and must reside within India. Encryption capabilities in storage shall be required for maintaining user personal records; the bidder needs to provide required support.
- xxi. The Bidder will be required to provide a detailed backup solution in discussion with IICA. It is expected to provide daily backup with 28 days retention and weekly backup with 16 weeks retention. The Bidder shall retain information with them for 180 days after the termination of the contract, post which the provider has to wipe/purge/delete all information created or retained as part of this project.
- xxii. The Bidder should prepare and submit a detailed implementation plan with mapping of infrastructure at DC site and DR site including following parameters:
 - a. Server Provisioning
 - b. Storage Requirements
 - c. Network interfaces requirement
 - d. Network throughput requirement
 - e. Adequate Power and Backup requirement
 - f. Failover mechanism for replication links
- xxiii. Clock speed of the proposed VM's to be minimum 2.0 GHz Intel Xeon® E3 equivalent or higher
- xxiv. Bidder should inform about any schedule maintenance / downtime in advance (preferably 2 weeks)
- xxv. Bidder has to provide VPN services for application access.
- xxvi. Bidder would be required to take additional data backup of entire data/incremental data on a daily basis.
- xxvii. Bidder needs to provision for FIPS 140-2 Compliant HSM for signing the Auth XML and decryption of e-KYC response received from UIDAI, if only required and requested by IICA.**
- xxviii. Bidder needs to ensure that application is accessible within India.

Disaster Recovery

- i. The Bidder will ensure availability of DR site.
- ii. The exact address of the Primary Site (DC) and Disaster Recovery Site (DR) will be shared by the Bidder.
- iii. The DC & DR should work in Active-Active mode. DR should be exact replica of DC and should operate at 100% compute as DC during outages.
- iv. The Bidder shall offer services from DR at the time of outages in the DC. The Bidder shall be responsible for provisioning of requisite bandwidth for

replication of data between the DC site and DR Site. The SLA for the replication of data will be attributed to the Bidder. The RPO during disaster recovery shall be <=30 minutes and RTO shall be <=2 Hours.

Note:

Bidders need to provide DR as a Service (DRaaS) from a data centre located in a different seismic zone from the main DC. If a bidder is currently providing DR and DC services from the same seismic zone, such a bidder would be given a time period of 6 months to comply with the seismic zone requirement. The Bidder has to submit an undertaking regarding this in the proposal.

Maintenance & Support

The bidder shall be responsible for providing 24*7*365 days support for LMS for one year from the date of issuance of operational acceptance by IICA. The project may further be extended by up to 2 years at the same rates on yearly basis. The maintenance and support will include following activities -

- i. Compliance process to the defined international standards and security guidelines such as ISO 27001, ISO 20000:1, for maintaining operations of cloud and ensuring privacy of IICA data.
- ii. Ensuring Uptime and utilization of the cloud resources as per SLAs.
- iii. In the event of a disaster at DC site, activation of services from the DR site is the responsibility of BIDDER. The BIDDER shall develop appropriate policy, checklists in line with ISO 27001 & ISO 20000 framework for failover and fall back to the appropriate DR site. DR drills needs to be performed by the BIDDER half yearly to check for disaster preparedness. The BIDDER shall also provide a plan for handling the DR scenario including the roles and responsibilities for each stakeholder.
- iv. The BIDDER will be responsible for providing support for software licenses at the Cloud Site for the entire contract period.
- v. On expiration / termination of the contract, BIDDER to handover complete data in the desired format to the IICA which can be easily accessible and retrievable. BIDDER should also provide support for transitioning to other BIDDER.
- vi. BIDDER should provide provision for viewing live Dashboards for Daily report, utilization etc. through the monitoring tool/self-provisioning tool.
- vii. BIDDER to provide list of key contact persons with contact details with escalation hierarchy for resolution of issues and problems. This has to be via an Incident Management system.
- viii. MIS Reports - BIDDER shall submit the reports on a regular basis in a mutually decided format. The BIDDER shall workout the formats for the MIS reports and get these approved by the IICA. The following is only an indicative list of MIS reports that may be submitted to IICA:
 - a. Daily reports
 - i. Summary of resolved, unresolved and escalated issues / complaints
 - ii. Log of backup and restoration undertaken

- b. Weekly Reports
 - i. Summary of systems rebooted.
 - ii. Summary of issues / complaints logged.
 - iii. Summary of changes undertaken in the Data Centre including major changes like configuration changes, patch upgrades, etc. and minor changes like log truncation, volume expansion, user creation, user password reset, etc.
 - iv. Hypervisor patch update status of all servers including the Virtual Machines running
- c. Monthly Reports
 - i. Component wise server as well as Virtual machines availability and resource utilization
 - ii. Consolidated SLA / Non- conformance report.
 - iii. Summary of component wise uptime.
 - iv. Log of preventive / scheduled maintenance undertaken
 - v. Log of break-fix maintenance undertaken
 - vi. All relevant reports required for calculation of SLAs
- d. Quarterly Reports
 - i. Consolidated component-wise availability and resource utilization
 - ii. All relevant reports required for calculation of SLAs
 - iii. The MIS reports shall be in-line with the SLAs and the same shall be scrutinized by IICA

Roles & Responsibilities of Service Provider

The overall roles and responsibilities of a Service Provider includes but not limited to - study of existing user department setup (if applicable), establishing connectivity between User Department's premise to hosting location, migration of existing applications / data to hosting location and vice versa, deploying new applications on Cloud, user administration, security administration, planning and implementation of LMS solution and Monitoring Portal for complete infrastructure and services procured, setting up of DR site (if applicable), monitoring & reporting, exit management, etc.

4.1

Disaster Recovery Plan and Implementation

The scope of the LMS Service Provider (LMSP) shall include but not limited to,

- i. Replication tool and mechanism between DC and DR site
- ii. Network connectivity from User Department to DR site
- iii. DR drills should could be conducted once every six months
- iv. Define the procedure for announcing DR based on the proposed DR solution.
- v. Clearly specify the situations in which disaster shall be announced along with the implications of disaster and the time frame required for migrating to DR.
- vi. Plan the activities to be carried out during the Disaster Drill and issue a notice to the Department at least 15 working days before such drill.
- vii. RPO monitoring, reporting and event analytics for the disaster recovery solutions
- viii. Automated switchover/ failover facilities (during DC failure & DR Drills).
- ix. Any other activity associated with operations and management of DR Plan and Implementation

Cloud Management Portal

The scope of the LMS Service Provider (LMSP) shall include but not limited to,

- i. CRUD Operations: MSP to Create, Read, Update, Delete, users based on roles & rights defined by User Department
- ii. Preparing Monitoring Reports
- iii. Preparing SLA Reports
- iv. Preparing Backup Reports
- v. Preparing VMs Status report
- vi. Provisioning /De-provisioning of VMs
- vii. Creating templates for VMs
- viii. Make changes in configurations for user administration
- ix. Any other activity associated with operations and management of Cloud Management Portal

Managed Backup Solution and Services

The scope of the LMS Service Provider (LMSP) shall include but not limited to,

- i. Full Server Backup of Virtual Machines including Bare Metal recovery, System States Backup, Disk Drive Backup, Folder & File level Backup, Volume Shadow Copy and Snapshots of VMs.
- ii. Database Backup with DB and its logs for all the Database Servers supporting to such as, Microsoft SQL, MySQL, Enterprise DB / Postgre SQL, Oracle, MySQL, etc.
- iii. Non-database file include PDF, XLS, XLSX, JPEG, MP4, DWG, etc. and other similar flat files.
- iv. Application Aware Backup
- v. Monitoring of all Backup Jobs and its reporting
- vi. Incident Management for all backup jobs getting failed
- vii. Disk / Tape based backup as per User Department requirements
- viii. Backup Cycle and retention as per User Department requirements / backup policy
- ix. Backup and recovery of Virtual Machines, files and folders, configuration and scheduling of backups through centralized web based console
- x. Any other activity associated with operations and management of Managed Backup Solution and Services

Migration Services

The scope of the LMS Service Provider (LMSP) shall include but not limited to,

- i. Provide migration services to the User Department for migration of VMs, data, content, applications from existing setup to LMS solution procured or existing LMSSP to another LMSSP or User Departments Infrastructure, as required by the department
- ii. Deploy public facing services in a zone (DMZ) different from the application services. The Database nodes (RDBMS) should be in a separate zone with higher security layer
- iii. Rectify the problems with respect to migration of the User Department applications and related IT infrastructure including installation/reinstallation of the system software etc.
- iv. Provide Physical to Virtual and Virtual to Virtual migration from existing setup to Cloud DC-DR setup

- v. Any other activity associated with operations and management of Migration Services

Monitoring

The scope of the LMS Service Provider (LMSP) shall include but not limited to,

- i. Deploy agent based monitoring for Cloud infrastructure monitoring
- ii. Monitoring of performance, resource utilization and other events such as failure of service, degraded service, availability of the network, storage, database systems, operating Systems, applications, including API access
- iii. Monitor Internet links, Replication links, MPLS, P2P (as applicable), including but not limited to Bandwidth utilization, Data transfer, Response time (latency) and Packet loss.
- iv. Monitor daily, weekly, monthly backup jobs as per schedule and during any unsuccessful backup the incident management process and procedures should be invoked.
- v. To perform regular health checks of VMs, Storage, N/w links, etc.
- vi. Reviewing the service level reports, monitoring the service levels and identifying any deviations from the agreed service levels
- vii. Implement necessary tools to monitor the root cause for performance degradation of any applications. User Department should be able to analyze whether issue is actually an Application issue or Hosting/hardware/Bandwidth issue.
- viii. Investigate outages; perform appropriate corrective action to restore the hardware, software, operating system, and related tools
- ix. Investigate outages; perform appropriate corrective action to restore the hardware, software
- x. Any other activity associated with Monitoring Services

Reporting Services

The scope of the LMS Service Provider (LMSP) shall include but not limited to,

- i. Track system usage and usage reports
- ii. Provide relevant reports including real time as well as past data/information/reports for user Departments
- iii. Summary of resolved, unresolved and escalated issues / complaints
- iv. Logs of backup and restoration undertaken report

- v. Component wise Virtual machines availability and resource utilization report
- vi. Consolidated SLA / Non- conformance report
- vii. Any other activity associated with Reporting Services

Incident Management Process and Procedures

The scope of the SP shall include but not limited to,

- i. Adhere to ITIL V3 (latest) guidelines and process for incident, problem and change management.
- ii. Activate Incident management teams(s) for any high severity incident or as agreed by the User Department
- iii. Any other activity associated with Incident Management Process and Procedures

- a. Problem Management

When repeated correlated incidents occur, or when a workaround has been initiated to rectify an incident, Supplier reviews the incidents to determine whether the incidents should be classified instead as problems. If identified as problems, Supplier initiates the Problem Management process to further investigate, track, identify and correct problem root cause. Customers are notified of any identified problems via the monthly Service report, described in the Service Level Management section of this document.

- b. Configuration Management

Supplier maintains asset records of all significant components used to provide the Service. The asset records relating to the Service(s) to which Customer has subscribed can be made available to Customer upon request for audit purposes.

- c. Capacity Management

Supplier is responsible for ensuring enough capacity is available to meet the requirements of the Service(s) set forth on the BOQ. Customer is responsible for regularly tracking capacity of the Services and reporting initial and ongoing capacity requirements to Supplier. Capacity Management information for the Service is available to Customers through the technology portal and monthly Technology Reports provided to Customer by Supplier.

d. Change Management

Supplier may be required to make changes occasionally to the IT infrastructure used to provide the Service(s) in order to correct problems or meet other requirements, such as, but not limited to, fulfilling a Customer's request or installing a required patch. When a change is required, Supplier assesses the feasibility of the change through a Change Advisory Board process and, if approved, classifies the change per the table below

e. Service Level Management Reports

1. Supplier delivers Service Level Management Reports to Customer that demonstrates the performance of the Service against the agreed Service levels described in this document.
2. Incidents raised or carried forward, including severity and time to resolution
3. Problems raised or carried forward
4. Requests initiated by Customer
5. Changes carried out to hardware, software and tools in line with the Service provided to Customer
6. Actual Service availability achieved (percentage)

Licensing Management

The scope of the LMSSP shall include but not limited to,

- i. The Cloud Service Provider shall be responsible for migrating the existing OS, Database, Backup, Antivirus licenses etc. (if applicable as per License agreement with the OEM) on Cloud
- ii. Management of licenses in Cloud environment
- iii. Any new licenses offered to the User Department shall abide to OEM Terms & Conditions of Licensing agreement
- iv. The Cloud Service Provider shall be responsible to procure any 3rd part license on behalf of User Department, as desired and permitted by the department
- v. Any other activity associated with operations and management of existing or newly procured licenses

D. GENERAL SPECIFICATIONS/ CHECKLIST

ELIGIBILITY CRITERIA

Bidder should qualify the following eligibility criteria:

1. The bidder should have a minimum of 3 years of experience in developing, implementation & maintenance services of LMS solutions.
2. The bidder should have executed the similar work at least two of the State/ Central Government Universities/ Institutes.
3. The bidder should have a registered number of GST where his business is located and Income Tax / Pan number.
4. The bidder should allocate single point of contact who can provide support during the implementation stage
5. The bidder's rate should remain valid for a period of 6 months from the date of opening of Tenders relevant documents supporting eligibility criteria are to be submitted along with the technical bid.

The bidder should satisfy the below mentioned criteria and should invariably submit valid documentary evidence (through e-procurement system) to support the eligibility claim:

#	Criteria	Description	Documentary Evidence
1	<u>Registration</u>	The BIDDER, as a single legal entity (Company), must be incorporated and registered in India under the Indian Companies Act 1956/2013 or a Limited Liability Partnership (LLP) registered under the LLP Act, 2008	<ol style="list-style-type: none">i. Copy of Certificate of Incorporation or Certified copy of Partnership Deed.ii. GST Registration Certification
2	<u>Blacklisting</u>	The LMSSP should not have been debarred or blacklisted by any Central Government Ministry, Department, Attached Office, Subordinate office, Statutory Body, Regulatory Body, Central University, Autonomous Body, CPSEs or State Government Department, Attached Office, Subordinate office, Regulatory Body, State University, Autonomous Body, State PSEs.	The bidder shall provide a certificate with the bid that the firm and OEM has not been debarred/ blacklisted for any reason for any period by any agency mentioned as above during last 5 years. If so, particulars of the same may be furnished. Concealment of facts shall not only lead to cancellation of the bid/order, but may also warrant legal action. Bidder debarred/

			blacklisted by any Central Government Ministry, Department, Attached Office, Subordinate office, Statutory Body, Regulatory Body, Central University, Autonomous Body, CPSEs or State Government Department, Attached Office, Subordinate office, Regulatory Body, State University, Autonomous Body, State PSEs as on bid calling date for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
3	<u>Experience</u>	<p>The bidder should have experience of designing, deploying and managing online SaaS based comprehensive LMS of work value as below for Central Training Institutes (CTIs), Central universities, Central research Institutions etc. of the Government of India with min 5,000 students/trainees/learners with the LMS solution/platform having being deployed successfully for a minimum period of (2) two year during last five years ending 31.12.2022;</p> <ul style="list-style-type: none"> • One work of value not less than 20 Lakh <p>OR</p> <ul style="list-style-type: none"> • Two works of value not less than 10 Lakh each; <p>OR</p> <ul style="list-style-type: none"> • Three works of value not less than 7 Lakh each. 	<p>i. Purchase Orders /Work Orders / Contract Agreement indicating contract value, scope & period.</p> <p>ii. Successful service certificate from the Client(s).</p> <p>iii.</p> <ul style="list-style-type: none"> • Work Order + Self Certificate of Completion/Ongoing (Certified by the Statutory Auditor/Company Secretary); <p>AND</p> <ul style="list-style-type: none"> • Contract clearly highlighting the Scope of Work, Bill of Material and value of the Contract/order OR Self-certificate from the bidder mentioning the Scope of Work, Bill of Material and value of the Contract/order, signed by Statutory Auditor/Company Secretary of the Bidder

			for this bid
4	<u>Financial Competency/Criteria</u>	The bidder should have minimum turnover of 5 Cr Annually for at least 3 years in the last 5 years. It should have had a positive Net worth, at the end of FY 21-22.	These should be supported by Income Tax Returns and also with final audited final accounts of previous three years with Auditors remarks , being the part of Annual Accounts

EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

- i. Bidders shall be required to furnish and submit “**Earnest Money Deposit (EMD) / Bid Security**” along with their bids/proposals **for the value of INR 37,500** in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's, Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form. The bid security shall remain valid for a period of forty-five days beyond the final bid validity period.
- ii. **However, Bidders, who are Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department or Start-up as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) are exempted from furnishing of EMD/BS.**
- iii. Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
- iv. Scanned copy of the EMD is to be uploaded while submitting the Tender online and the hard copy of the same should be submitted to the IICA before closing date of the Tender. If the submission of EMD is exempted, the certificate is to be uploaded on CPPP.

AMENDMENT OF TENDER DOCUMENT

At any time prior to the deadline for submission of bids, the IICA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by amendment. The amendment will be notified on the IICA website. However, IICA will give at least 72 hours for submission of bids after any substantive amendment. The deadline for submission of bids may also be extended at the discretion of IICA.

TECHNICAL BID

The technical bid must contain the following:

- i. Business profile clearly indicating the name of the firm/company and Address, Its year of incorporation, contact persons with mobile numbers, Turnover of the last three years, Similar types of assignments handled in the last three years with value of assignments, Three years financial results (Profit& Loss Accounts and Balance Sheets) with Audit Reports, Number of assignments for Government Institutions for the last three years with volume.
- ii. EMD of Rs. 50,000/-
- iii. Signed Tender document as acceptance of the terms and conditions
- iv. All the documents in support to the eligibility criteria mentioned
- v. References of at organizations for whom the bidder has executed such projects and which have been quoted for its experience profile under eligibility conditions.
- vi. (Name and address of the org, description of the system, cost, year of deploy, state/central govt/ private etc), if required, so that IICA can contact them for verification).
- vii. Note explaining the scope of work as understood by the agency and which shall be executed by them. If the required documents as prescribed above are not submitted, then the offer will be summarily rejected. Based on the above evaluation, the financial bid of only those Bidders who qualify in the Technical bid will be opened. The valid technical bids will be scrutinized to shortlist eligible agencies. Shortlisted eligible agencies shall be asked to make a 15 minute presentation to the committee of their proposed project plan, wherein they have to present their LMS product based the technical requirements mentioned in this tender. The presentation will be followed by a 10-15 minute discussion.

The Format as per Annexure-II duly filled and signed by the authorized signature in should also be submitted

FINANCIAL BID

The financial bid shall be submitted in the format provided at Annexure I.
Additional pertinent breakups, if any, are to be clearly mentioned.

The Price shall be inclusive of all applicable taxes, insurance and freight, if any etc. The price quoted by the bidder shall remain firm till final delivery of the goods. The bid submitted with a variation clause will be treated as non-responsive and shall be rejected.

EVALUATION OF BID

The Tender Evaluation Committee (TEC) at IICA shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise and shall carry out detailed evaluation thereof. The TEC shall have right to seek further clarification/documents/additional documents from the bidder(s) while evaluating the bids.

EVALUATION OF TECHNICAL BID

Any conditional bid, or bid for only part of the service requirement, will be summarily rejected. However, before rejection, the bidder would be given an opportunity, before the scrutiny of technical bid to waive off the condition, and accept the bidding conditions and service requirement in toto. However, the bidder in such a case would not be allowed to change his financial bid, and the financial bid submitted initially would be deemed to be for the unconditional bid covering all service requirements.

The applicants **may be** asked to demonstrate the proposed LMS on their understanding about scope of work document.

The technical bid will be evaluated out of 100 points on the basis of 3 criteria:

i. Understanding and Compliance with requirements and scalability (maximum 30 points)

The proposal should address each work area in sufficient detail to demonstrate a clear understanding of the statement of work, including operations and maintenance. For this, the note submitted along with the bid and presentation and discussion after discussion shall be the primary input for awarding of points.

ii. DESIGN TEMPLATES (MAXIMUM 40 POINTS)

The LMS modules presented by the bidder should demonstrate compliance with all the mandatory requirements mentioned in the scope of work and also demonstrate extra capabilities.

iii. EXPERIENCE AND EASE OF MANAGEMENT (MAXIMUM 30 POINTS)

The applicant will be expected to provide details their past experience in specific contracts of this type. They will be asked to furnish details of key personnel, both supervisory and technical, the volume of business of the firm / Company , Volume of Business for Government / Government Institutions and number of assignments undertaken with Government / Government Institutions. The volume of vendor will also be given weight age in case other parameters are equal.

Only those Companies which score 70 marks overall, and at least 20 marks in Parameters 'i' and 'iii' above and 30 marks in Parameter 'ii' above shall be eligible to have their financial bids opened.

EVALUATION OF FINANCIAL BID

The overall methodology for selection of responsive and suitable bidder shall be the Least Cost System (LCS) method i.e. the bidder with the lowest/least (L1) price quote/financial bid from amongst the technically qualified bidders.

VALIDITY PERIOD OF BID

The Bid shall remain valid for a period of **120 days** from the date of issue of this document and the conditional bid shall be out-rightly rejected.

MODIFICATION AND WITHDRAWAL OF BIDS

The Institute has right to modify or withdraw the bid at any point of time by notifying it on the Institute's website (IICA's website.) No bidder may modify or be allowed to withdraw bid subsequent to the deadline for submission of bids.

CLARIFICATION OF BIDS

To assist evaluation and comparison of the bids, the IICA may ask the bidders for any clarification of the bids/documents. The clarification/documents and response from bidder shall be in writing. In case, the said clarification/documents are not submitted within the specified timelines, the bid of the bidder will be evaluation by the Tender Evaluation Committee on the available/provided document by the bidder.

ACCEPTANCE OF CONDITIONS OF BID

The bidders are required to submit the TECHNICAL (PART - 1) AND FINANCIAL BID (PART - 2) DULY SIGNED BY THE AUTHORISED SIGNATORY through E-Procurement (CPP Portal) with Covering letter as per **Annexure-V**.

PRE BID MEETING

The pre-bid meeting will be held through video conferencing as per date and time schedule allocated in the CPPP Portal. **For obtaining link of video conferencing, an email may be sent to abhijit.chakrabarty@gov.in.**

OPENING OF TECHNICAL BID

On the date of BID opening or as specified IN CPPP in E-procurement system only the technical bid (part-1) shall be opened.

PERFORMANCE GUARANTEE:

- i. The successful bidder shall be required to furnish a performance security amount i.e. 10% of the estimated amount of the tender within fifteen days after receipt of Award Letter in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form.
- ii. Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations, if any.
- iii. Bid security shall be refunded to the successful bidder on receipt of Performance Security.
- iv. Performance Security money will be forfeited in case of violation of any of the terms and conditions of the tender or if it is found that the items supplied is not up to the mark.
- v. Copy of the same is provided at **Annexure-VI**.
- vi. The Service Level Agreement as appended in **Annexure-VII** shall be binding upon the selected bidder.

RIGHT TO VARY QUANTITIES

IICA reserves the right at the time of award of the purchase order to increase or decrease the quantities of the goods and services specified in the schedule of requirements without any change in unit price of the ordered quantity and the payment would be made to the finally selected bidder as per actual supplied quantity.

RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

IICA does not bind itself to accept the lowest or any other bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder on the grounds of IICA action.

NOTIFICATION OF SUCCESSFUL BIDDER

Upon selection of the successful bidder, the Letter of Intent/Purchase Order will be uploaded in the CCPP portal and the same will also be sent through an email. The

issue of letter of intent/purchase order shall constitute the intention of the IICA to place the purchase order / work order with the successful bidder.

CANCELLATION ON LETTER OF INTENT/PURCHASE ORDER

Failure of the successful bidder to comply with the requirement of submission of Bank guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the EMD, in such case IICA may make the offer to the next eligible bidder at the discretion of the IICA or call for new bids.

POST BID CLARIFICATIONS

No post bid clarification at the initiative of the bidders shall be entertained and any effort by the bidders to influence the IICA in bid evaluation, bid comparison or award of the work shall result in rejection of the bid.

SUB-CONTRACTING

The bidder cannot assign or transfer and sub-contract its obligations for supply of goods to any other entity.

BLACKLISTING / CRIMINAL CASE:

The Proposer shall submit a certificate on the letter head of the company/firm that they have never been blacklisted/ banned/ delisted by any of the Govt. Deptt./ Institutions/ Local Bodies/ Municipalities/ Public Sector Undertakings, Banks etc. Also a certificate shall be provided that no criminal case is pending against the firm's/company's proprietor/partners/ directors.

QUALITY ASSESSMENT

It shall be the responsibility of the successful bidder to maintain the quality as per specification mentioned in this RFP document.

REJECTION OF MATERIALS

In case it is found that that material supplied by the successful bidder is not up-to the mark or up-to the required parameters, the consignment will be rejected and no payment of whatsoever nature will be made by the IICA to the bidder of any entity.

TAXES AND DUTIES

Bid Prices are shall be inclusive i.e. including all taxes, duties, local levies / etc. Break up of GST shall be indicated by the Bidder (Seller). While submitting the Price bid Seller shall undertake that the Goods and Services Tax (GST) charged on is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

ARBITRATION

In the event of any dispute arising between IICA and the vendor in any matter covered by this contract or arising directly or indirectly there from or connected or concerned with the said contract, the matter shall be referred to the Director General & CEO, IICA who may name and authorise the person as sole arbitrator an officer of IICA notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Act shall apply to such arbitration. The agency expressly agrees that the arbitration proceedings shall be held at IICA Manesar, Gurugram.

Terms of Payment:

1. No advance payment will made by IICA for any work.
2. The payment will be made to the vendor in phased manner.
3. The payment would be released subject to satisfactory performance and approval of the work in the following stages from the initiation of the work and full and final delivery after due approval by the competent authority at IICA.
 - i. During the first year of the project, 25% of the annual amount would be given as soon as the LMS is made fully functional and tested for one capacity building/ training programme of IICA, or after three months, whichever is later.
 - ii. Balance during the first year will be given in three equal instalments, at the end of 6 months, 9 months and 12 months.
 - iii. From the second year onwards, the annual amount would be given in four quarterly instalments at the end of each quarter of 3 months, 6 months, 9 months and 12 months.

VALIDITY OF THE AGREEMENT:

The term of this agreement shall be, for an overall "Contract Term" period of 5 years, extendable on year to year basis, within the maximum period of 5 years, on the same rates, terms & conditions of original contract award, based on the performance,

requirements and need and subject to satisfactory performance review at the end of every year and fulfilment and execution of the “Service Level Agreement (SLA)” for each year as specified and as defined in the NIT document, AOC & Contract Agreement. This excludes the days required for Bidder for implementation of Cloud services including migration and operational acceptance issued by IICA.

Annexure -I

Financial Bid Performa

To,

SA & The Head, IT Department
Indian Institute of Corporate Affairs
Ministry of Corporate Affairs,
Government of India

Sir,

We, the undersigned on behalf of (name of the firm), offer to respond to (title of project) in accordance with your Tender document dated (insert Date). Our **Financial Bid** against the **Scope for work in as well as details defined in the tender document** is as mentioned below:-

FINANCIAL BID					
Summary of Annual Cost/Pricing for LMS Solution					
Sl. #	Service Type	Unit of Measurement (UOM)	Qty.	Rate/UOM	Cost
A	B	C	D	E	F(D*E)
1.	LMS over SaaS	Subscription instance	1		
2.	LMS FTE Capacity	FTE	500		
3.	Managed Hosting & Storage	Subscription instance	1		
4.	Software Licenses, if any	License	1		
5.	Total cost per year (exclusive of Taxes) [G]				
6.	Tax Type & Rate [H]				
7.	Tax Amount [I]				
8.	Total cost per year (inclusive of Taxes) [J]				

*Note**

- i. The Bidder has to quote the rate for the indicative Bill of Quantity provided in the Commercial sheet.
- ii. The bidder must share per unit pricing for each of the components listed in the Commercial sheet. The rates quoted are to be specified in “Per-Item-Per Year” basis.
- iii. The cost quoted shall remain uniform for the entire duration of the contract and shall also remain uniform when scaling up and scaling down of the requirements.
- iv. Other Commercial indicators
 - a. All the prices are to be entered in Indian Rupees ONLY
 - b. The quantity of FTE mentioned is indicative in number.
 - c. The Bidder needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.

d. *Prices indicated in the schedules shall be exclusive of all taxes, Levies, duties etc. During the payment stage, IICA reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.*

2. Our bid shall be binding upon us up to period of validity as indicated in the tender document. We understand you are not bound to accept any bid you receive.

Yours sincerely,

Authorized Signatory [In full and initials] Name and Title of Signatory

Name and address of the firm

Date

Date:

Company Official Seal.....

FORMAT FOR DETAILS OF WORKS DONE

Bidders should provide necessary information about their current commitments on all contracts that have been awarded, or for which a 'Letter of Intent/Purchase Order' is placed or 'Letter of Acceptance' has been received or for contracts approaching towards completion and full completion certificates has yet to be issued. In support of submitted information, it is essential to submit copies of orders in hand or copies of Letter of Intent / Work Order as the case may be.

Please attach copies of Work orders of the following: LMS Solution

Sl. #	Name of the Ministry /State Governments/ Departments/ University/ Corporate Agency	Work Details	Value of Purchase Order
1.			
2.			
3.			
4.			
5.			
6.			
7.			

****Attach copy of Work orders**

Place:

Signature of Bidder.....

Date:

Official Seal.....

Note: In Support of submitted information, it is essential to submit copy of purchase orders. The satisfactory performance certificates issued by such Ministry/Department/State Government, University, Corporate Agency if any

Annexure -III

CHECK LIST FOR TECHNICAL BID

(To be submitted through e-procurement module of Central Public Procurement Portal CPPP (eprocure.gov.in))

Sl. No.	Documents asked for	Page no. at which document is placed
		Affix duly attested P.P size, recent photograph of the authorised representative of the prospective bidder
1	Name of Proposing Company/firm/entity (Attach Certificate of Registration)	
2	Name of Proprietor/ Director of Agency/ Authorised person (Authority letter to be attached)	
3	Full Address of Registered Office	
4	Telephone No. : Mob. No. FAX No. : E-Mail Address :	
5	Full address of Operating/ Branch Office	
6	PAN/GIR No. (Attach attested copy)	
7	PAN Details of Authorised Representative (Attach attested	

	copy)	
8	GST Registration certificate	
9	Given details of gross income of the Agency as per IT Returns for the years 2018-19 : 2019-20 : 2020-21 : (Duly audited balance sheets and CA certificate for turnover of last three years to be attached)	
10	Details of Earnest Money Deposit (DD/ PO No. & Date) Drawn on Bank. Bank branch address	
11	Purchase Orders/Award of Contracts for similar types of works for the five years to the Government of India/State Government/Department / Institutions (Attach documents)	
12	Letter of Intent/purchase orders for ongoing work issued by other Government organizations, if any	
13	Authority letter for signing of the document on behalf of firm.	
14	A certificate regarding non-relationship with IICA employees	
15	Undertaking stating the firm is not blacklisted by any Central/ State Government/ Local Authorities, PSBs, PSUs, Autonomous Bodies, etc.	
16	Undertaking stating that no criminal case is pending against the Proprietor, any of the Partners, Directors, Key Managerial Persons etc.	
17.	Additional information, if any (Attach separate sheet, if required)	

Signature of authorized person

Date:

Full Name: _____

Place:

Seal:

Declaration

1. I. Son/ Daughter/ Wife of Shri Proprietor

/Director/Authorised signatory of the Agency, mentioned above, is competent to sign this declaration and execute this RFP document;

2. I have carefully read and understood the "Scope of work and General Instructions for the Proposer, the "terms and conditions" to this TENDER DOCUMENT, all the terms and conditions of the TENDER DOCUMENT / RFP and undertake to abide by them;

3. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/ we are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my Proposal at any stage besides liabilities towards prosecution under appropriate law

Full name of authorised person

Signature of authorized person

Date:

Seal_____

Place

Integrity Pact

(To be executed on Stamp Paper of Hundred (INR 100.00) Rupees Stamp Paper)

This Agreement (hereinafter called the Integrity Pact) is entered into on ----day of the ----- month of 20--- between Indian Institute of Corporate Affairs, Ministry of Corporate Affairs, Government. of India, acting through Shri -----(Name and Designation of the officer) (hereinafter referred to as the "IICA" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. -----(Name of the company) represented by Shri -----, Chief Executive Officer / Authorized signatory (Name and Designation of the officer) (hereinafter called as the "Bidder / Seller / Service Provider/Solution Provider/Contractor/LMSSP" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS THE IICA invites bid for the -----

----- (Name of the Stores / Equipment / Service, Tender No. & Date) and the Bidder / Seller / Service Provider/Solution Provider/Contractor/LMSSP is willing to submit bid for the same and

WHEREAS the BIDDER is a private Company / Public Company / Government Undertaking / Partnership Firm / Ownership Firm / Registered Export Agency, constituted in accordance with the relevant law in the matter and

The IICA, NOW, THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

- i. Enabling the IICA to obtain the desired said stores / equipment/ services/ works at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- ii. Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and IICA will commit to prevent corruption, in any form, by its officials by following transparent procedures. In order to achieve these goals, IICA will appoint an external independent monitor who will monitor the tender process and execution of the contract for compliance with the principles mentioned above.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

1. COMMITMENTS OF IICA

- 1.1 IICA commits to take all measures necessary to prevent corruption and follow the system, that is fair, transparent and free from any influence / prejudice prior to, during and subsequent to the currency of the contract to be entered into to obtain stores / equipment / services at a competitive prices in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement.
- 1.2 The IICA undertakes that no employee of the IICA, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.3 IICA will during tender process treat all bidders with equity and reason. The IICA before and during tender process provide to all bidders the same information and will not provide to any bidder any confidential information through which the bidder could obtain an advantage in relation to the tender process or execution of contract.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the IICA with full and verifiable facts and the same is prima-facie found to be correct by the IICA, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the IICA and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the IICA the proceedings under the contract would not be stalled.

2. COMMITMENTS OF THE BIDDERS / CONTRACTORS / SELLER / LMSSP

- 2.1 The Bidder commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it.
- 2.2 The Bidders will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the IICA, connected directly or indirectly with the bidding process or to any IICA person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the IICA or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with IICA for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with IICA.
- 2.4 The Bidders / Contractors will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in particular regarding prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.5 The Bidders/ Contractors will not commit any offence under relevant Anti-corruption Laws of India. Further, the Bidders will not use improperly, for purposes of competition or personal gain or pass on to others, any information or document provided by IICA as part of the business relationship regarding plans, technical proposals and business details including information obtained or transmitted electronically.

- 2.6 The Bidders / Contractors of foreign origin shall disclose the names and addresses of agents / representatives in India, if any, and Indian Bidders shall disclose their foreign principals or associates.
- 2.7 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the IICA or any agency/ organization/consultant working with IICA.
- 2.8 The Bidder will not bring any Political, Governmental or Diplomatic influence to gain undue advantage in its dealing with IICA
- 2.9 The Bidder will promptly inform the Independent External Monitor (of IICA) if he receives demand for a bribe or illegal payment / benefit and If the comes to know of any unethical or illegal practice in IICA
- 2.10 The Bidders / Contractors will disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract while presenting his bid.
- 2.11 The Bidders / Contractors shall not lend to or borrow any money from enter into any monetary dealings directly or indirectly, with any employee of the IICA or his relatives.
- 2.12 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3. PREVIOUS TRANSGRESSION

- 3.1 The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact, with any Government Organization (PSU / Municipalities/ Central or State Government Departments) in India in respect of any corrupt practices envisaged hereunder that could justify Bidder's exclusion from the tender process.
- 3.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract if already awarded, can be terminated for such reasons.

4. DISQUALIFICATION FROM TENDER PROCESS AND EXCLUSION FROM FUTURE CONTRACTS

- 4.1 If the Bidders/ Contractors or anyone employee acting on his behalf whether or without the knowledge of the Bidder before award of the contract has committed a transgression through a violation of aforesaid provision or in any other form such as put his reliability or credibility into question, the IICA is entitled to exclude the bidder from the tender process or to terminate the contract if already signed and take all or any one of the following actions, wherever required.
- 4.2 To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder. Further, the proceedings with the other Bidders would continue.
- 4.3 The Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the IICA and IICA shall not be required to assign any reasons therefore.
- 4.4 To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
- 4.5 To recover all sums already paid with interest thereon at 5% higher than the prevailing Base rate of State Bank of India.

- 4.6 If any outstanding payment is due to the Bidder from IICA in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- 4.7 To encase any advance Bank Guarantee and performance bond/warranty, if furnished by the Bidder, in order to recover the payment already made by IICA along with interest.
- 4.8 To cancel all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damages to the IICA resulting from such cancellation / rescission and the IICA shall be entitled to deduct the amount so payable from the money due to the Bidder.
- 4.9 Forfeiture of Performance Bond in case of a decision by the IICA to forfeit the same without assigning any reason for imposing sanction for violation of the Pact.
- 4.10 The decision of IICA to the effect that the breach of the provisions of this Pact has been committed by the Bidder shall be final and conclusive on the Bidder.
- 4.11 The Bidder accepts and undertakes to respect and uphold the absolute right of IICA to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken.
- 4.12 To debar the Bidders/ Contractors from participating in future bidding process of IICA for a minimum period of one year for similar scope of services.
- 4.13 Any other action as decided by IICA based on the recommendation by Independent External Monitors (IEMs), if appointed for the bidding process.

5. VALIDITY OF THE PACT

- 5.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to five years or the complete execution of the contract to the satisfaction of the IICA and BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 5.2 If any claim is made/ lodged during the validity of this contract, such claim shall be binding and continue to be valid despite the lapse of this pact unless it is discharged / determined by the IICA.

6. FACILITATION OF INVESTIGATION

- 6.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the IICA or its agencies OR Independent External Monitor shall be entitled to examine all the documents including the Books of Accounts of the Bidder and the Bidder shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

7. MISCELLANEOUS

- 7.1 This Agreement / Pact is subject to the Indian Laws, place of performance and jurisdiction is the registered office of the IICA i.e. Indian Institute of Corporate Affairs, Ministry of Corporate Affairs, Government of India, Plot No. P-6-7-8, Sector 5, IMT Manesar, District – Gurugram, Haryana, PIN - 122052 and the actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
- 7.2 If the Bidder is a partnership, this Agreement must be signed by all partners.

7.3 Should one or several provisions of this Agreement turn out to be invalid; the remainder of this Pact remains valid. In this case, the Parties will strive to come to an Agreement to their original intentions.

8. The Parties hereby sign this Integrity Pact at -----on-----

	IICA	BIDDER
Signature	-----	-----
Name of officer	-----	-----
Designation	-----	-----
Address	-----	-----
	-----	-----
Dated	-----	-----

	WITNESS-1(IICA)	Witness-1(BIDDER)
Signature	-----	-----
Name of officer	-----	-----
Designation	-----	-----
Address	-----	-----
	-----	-----
Dated	-----	-----

Non-Disclosure Agreement

(To be executed on Stamp Paper of Hundred (INR 100.00) Rupees Stamp Paper)

This Non-Disclosure Agreement ("Non-Disc") is made and entered into ____ day of ____ month _____ year (effective date) by and between IICA ("Department") and _____ ("Company")

Whereas, Department and Company have entered into an Agreement ("Agreement") _____ effective _____ for _____; AND

Whereas, each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION").

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. Definitions. As used herein:

- a. The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party's data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department's Information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.
- b. The term, "Department" shall include the officers, employees, agents, consultants, contractors and representatives of Department.
- c. The term, "Company" shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.

2. Protection of Confidential Information. With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

- a. Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;
- b. Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential
- c. Information that the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;

- d. Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Proposals developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;
 - e. Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
 - f. Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.
 - g. Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.
3. **Onus** - Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the following exceptions.
 4. **Exceptions** - These restrictions as enumerated in this Agreement shall not apply to any Confidential Information:
 - a. Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
 - b. After it has become generally available to the public without breach of this Agreement by Company; or
 - c. Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
 - d. Which Department agrees in writing is free of such restrictions.
 - e. Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
 5. **Remedies** - Company acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department; (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition Company shall indemnify Department of the actual and liquidated damages which may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.
 6. **Need to Know.** Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.

7. **Intellectual Property Rights Protection** - No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
8. **No Conflict** - The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
9. **Authority** - The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
10. **Dispute Resolution** - If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to IICA, IICA
 - a. The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof.
 - b. The place of arbitration shall be the New Delhi
 - c. The arbitrator's award shall be substantiated in writing and binding on the parties.
 - d. The proceedings of arbitration shall be conducted in English language.
 - e. The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
11. **Governing Law** - This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at New Delhi, India only.
12. **Entire Agreement**. This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and understandings among the parties with respect to the subject matter hereof.
13. **Amendments** - No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
14. **Binding Agreement** - This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
15. **Severability** - It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
16. **Waiver** - If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
17. **Survival** - Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.
18. **Non-solicitation** - During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.

19. This Agreement shall remain valid up to 1 year from the date of completion of Operational and Functional testing or up to such date and time as may be decided by IICA.

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For Department,

For Company

Name:

Name:

Title:

Title:

WITNESSES:

- 1.
- 2.

Draft Contract Agreement

1. Definitions, Interpretations and Other Terms

- **Bid/Proposal** means the tender process conducted by IICA and the technical and commercial proposals submitted by the successful bidder, along with the subsequent clarifications and undertakings, if any;
- **Confidential Information** means all information including IICA Data (whether in written, oral, electronic or other format) which relates to the technical, financial, business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this agreement);
- **Customers** mean all citizens and business organization and users who use the IICA services.
- **Deliverables** means all the activities related to the LMS Solution and other service provisioning, as defined in the Bid Document & subsequent Corrigendum (if any), based on which the technical proposal & commercial proposal was submitted by the Bidder and as required as per this agreement;
- **Effective Date** means the date on which the Work Order or Letter of Acceptance is issued;
- This Agreement, together with the recitals and all schedules and the contents, requirements, specifications and standards of the Bid Document (as may be amended, supplemented or modified in accordance with the provisions hereof) and the Bid. **In the event of a conflict between this agreement and the Schedules, the terms of the agreement shall prevail; with overriding effect;**
- **Performance Security** means the irrevocable and unconditional Bank Guarantee provided by the Service provider from any Nationalized/Scheduled bank in favour of SA, &Head, IT Department, IICA for an amount equivalent to 10% of the total contract value.
- **Proprietary Information** means processes, methodologies and technical and business information, including drawings, designs, formulae, flow charts, data and computer programs already owned/licensed by either Party or granted by third parties to a Party hereto prior/ subsequent to the execution of this contract;
- **Required Consents** means the written consents, clearances and licenses, rights and other authorizations as may be required to be obtained by the Service Provider, for all tasks/activities/software/hardware and communication technology for this project; from all the concerned departments/agencies, etc. as the case may be.
- **Bid Document** means the Request for Proposal (RFP) released vide Bid Document number I-14050/16/2019-IT and include all clarifications/addendums, explanations and amendments issued by the department in respect thereof;
- **Services** means the content and services delivered and to be delivered to the customers or the offices of IICA by the Service Provider, and includes but not limited to the services specified in the Bid Document or as may be specified and incorporated in the subsequent Agreement.

- **Users** means the departmental staffs or any other IICA officials having access to IICA Application Landscape including its Implementation Agencies, technology vendors, corporations and agencies and their employees, as the context admits or requires.

2. Interpretations

- References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it;
- Words denoting the singular shall include the plural and vice-versa and words denoting persons shall include firms and corporations and vice versa;
- Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this agreement as a whole and not to any particular Article, Schedule. The term Articles, refers to Articles of this agreement. The words "include" and "including" shall not be construed as terms of limitation. The words "day" and "month" mean "calendar day" and "calendar month" unless otherwise stated. The words "writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated;
- The headings and use of bold type in this agreement are for convenience only and shall not affect the interpretation of any provision of this agreement;
- The Schedules to this agreement form an integral part of this agreement and will be in full force and effect as though they were expressly set out in the body of this agreement;
- Reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to such agreement, deed, instrument, license or other document as the same may be amended, varied, supplemented, modified or suspended at the time of such reference;
- References to "construction" or "roll out" includes, unless the context otherwise requires, design, development, implementation, engineering, procurement, delivery, transportation, installation, processing, fabrication, acceptance testing, certification, commissioning and other activities incidental to the construction or roll out, and "construct" or "roll out" shall be construed accordingly;
- Any word or expression used in this agreement shall, unless defined or construed in this agreement, bear its ordinary English language meaning;
- The damages payable by a Party to the other Party as set forth in this agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and liquidated damages likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalties;
- This agreement shall operate as a legally binding agreement specifying the master terms, which apply to the Parties under this agreement and to the provision of the services by the Service Provider;
- The department may nominate a technically competent agency/individual(s) for conducting acceptance testing and certification of the various requisite infrastructure to ensure a smooth, trouble free and efficient functioning of the Scheme or carry out these tasks itself;

- The agency/individual nominated by the department can engage professional organizations for conducting specific tests on the software, hardware, networking, security and all other aspects;
- The agency/individual will establish appropriate processes for notifying the Service Provider of any deviations from the norms, standards or guidelines at the earliest instance after taking cognizance of the same to enable the Service Provider to take corrective action;
- Such an involvement of and guidance by the agency/person will not, however, absolve the Service Provider of the fundamental responsibility of designing, installing, testing and commissioning the application & the infrastructure for efficient and effective delivery of services as contemplated under this Bid Document.
- The documents forming this Agreement are to be taken as mutually explanatory of one another. The following order shall govern the priority of documents constituting this Agreement, in the event of a conflict between various documents, the documents shall have priority in the following order:
 - This Agreement;
 - Scope of Services for the Bidder
 - Detail Commercial proposal of the Bidder accepted by IICA
 - Clarification & Corrigendum Documents published by IICA subsequent to the Bid Document for this work
 - Bid Document of IICA for this work
 - LoI issued by IICA to the successful Bidder and
 - Successful Bidder proposal submitted (including commercial proposal) in response to the Bid Document.

3. Term of the Contract Agreement

- **The term of this agreement shall be, for an overall “Contract Term” period of 5 years, extendable on year to year basis, on the same rates, terms & conditions of original contract award, within the maximum period of 5 years, based on the performance, requirements and need and subject to satisfactory performance review at the end of every year and fulfilment and execution of the “Service Level Agreement (SLA)” for each year as specified and as defined in the NIT document, AOC & Contract Agreement. This excludes the days required for Bidder for implementation of Cloud services including migration and operational acceptance issued by IICA.**
- In the event of implementation period getting extended beyond the stipulated time, for reasons not attributable to the Bidder, IICA reserves the right to extend the term of the Agreement by corresponding period to allow validity of contract from the date of operational acceptance.

4. Work Completion Timelines & Payment Terms

#	Parameter	Timelines	Payment
1	Creation of LMS environment with required infrastructure and bandwidth	Within 7 days from issuance of work order	Nil
2	Migration of the application on the new LMS environment	Within 9 days of issuance of work order	Nil
3	Operational Acceptance and Functional testing	Within 15 days of issuance of work order	Nil
4	Operation and Maintenance phase	For a period of five years	Quarterly Payment (QP) for a period of five year or as stated in Award of Contract (AOC)/LOI letter *

* Note 1: The Vendor will be paid as per the following payment schedule:

- i. During the first year of the project, 25% of the annual amount would be given as soon as the LMS is made fully functional and tested for one capacity building/ training programme of IICA, or after three months, whichever is later.
- ii. Balance during the first year will be given in three equal instalments, at the end of 6 months, 9 months and 12 months.
- iii. From the second year onwards, the annual amount would be given in four quarterly instalments at the end of each quarter of 3 months, 6 months, 9 months and 12 months.

Disbursement of payment to the Bidder is based on completion of tasks indicated in the implementation plan.

Note 2:

1. Adherence to timelines is critical for the success of the project.
2. No advance payment shall be made for any activity
3. If the Bidder is liable for any penalty as per the SLA (refer to the related clause of this agreement), the same shall be adjusted from payments due to the Bidder.
4. Invoices can be raised by the vendor as soon as the period for which payment is due, as enumerated above in Note 1, is over.
5. IICA will release the payment within 45 days of submission of valid invoice subject to the condition that invoice and all supporting documents produced are in order and work is performed as per the scope of the project and meeting the SLA Criteria. IICA shall be entitled to delay or withhold the payment of a disputed invoice or part of it delivered by Bidder, when IICA disputes such invoice or part of it, provided that such dispute is bonafide.
6. No payment made by IICA herein shall be deemed to constitute acceptance by IICA of the system or any service
7. If the Bidder is liable for any penalty/liquidated damages as per the SLA, the same shall be adjusted from quarterly payments due to the service provider.
8. All payments shall be made for the corresponding to the services actually delivered.

5. Implementation related timelines and penalties

#	Parameter	Target	Basis	Penalty
1	Creation of LMS environment with required infrastructure and bandwidth, licenses, FTE(s) and all associated and related provisions as required to make the LMS environment fully usable, functional and navigational	Within 7 days from issuance of work order	This will be calculated on basis of days of delay	a) Within 7 days - Nil b) Delay of 7 days 5% of QP. c) Delay of 14 days - 10% of QP d) Beyond 30 days - 50% of QP. The LMSSP would be required to provide proper justification for the delay. If IICA feels that the justification provided by the LMSSP is not credible, the contract may be terminated.

Note: In case where delay is beyond the scope and jurisdiction of the LMSSP the same shall be judged by IICA to assess the extent of penalty.

6. Service Level Agreements

- The purpose of this Service Level Requirements/Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the Bidder to IICA for the duration of this contract period of the Project.
- Timelines specified in the above section (Work Completion Timelines and Payment Terms) shall form the Service Levels for delivery of Services specified there-in.
- All the payments to the Bidder are linked to the compliance with the SLA metrics specified in this document.

Commencement of SLA: The SLA shall commence from implementation period itself for adherence to the implementation plan. The penalty will be deducted from the next payment milestone during the implementation period. During the O & M period, the penalty will be deducted from the quarterly payments.

Sl. #	Parameter	Measurement Methodology	Basis	Penalty
1	Availability/Uptime of LMS for Production environment (VMs, Storage, OS, VLB, Security Components)	Availability (as per the definition in the SLA) will be measured for each of the underlying components (e.g., VM, Storage, OS, VLB, Security Components)	Availability for each of the provisioned resources: $\geq 99.5\%$ measured on a monthly basis	$< 99.5\%$ & $\geq 99\%$ (10% of the MP) $< 99\%$ (20% of the MP)

Sl. #	Parameter	Measurement Methodology	Basis	Penalty
		provisioned in the cloud.		
2	Availability of Critical Services (Register Support Request or Incident, Provisioning / De-Provisioning, Utilization Reports)	Availability will be measured for each of the critical services. VMs to be provisioned within 15 minutes if the utilization reaches 80%.	Availability for each of the critical services) >= 99.5% measured on a monthly basis	Default on any one or more of the services will attract penalty as indicated below. <99.5% and >= 99% (10% of the MP <99% (20% of the MP)
3	Availability of the network links at DC, DR and Replication links	Availability (as per the definition in the SLA) will be measured for each of the network links provisioned in the cloud.	Availability for each of the network links: >= 99.5% measured on a monthly basis	Default on any one or more of the provisioned network links will attract penalty as indicated below. <99.5% & >=99% (10% of the MP) < 99% (30% of the MP)
4	Availability of SLA Reports		15 working days from the end of the quarter. Measured on a monthly basis	5% of MP
5	Adherence to RTO - Time to bring the infrastructure services till OS level available from the other site (DC/DR)	RTO is 2 Hours	Measured on a monthly basis	a) <=2 Hours - Nil b) >2 Hours to <=3 Hours - 10% of MP c) >3 Hours to <=4 Hours - 15% of MP d) >4 Hours to <=5 Hours - 20% of MP
6	Adherence to RPO (Duration for which data is not available in case of any disaster at one site)	RPO is 30 minutes	Measured on a monthly basis	a) <=30 min - Nil b) >30 min to <=45 min - 10% of MP c) >45 min to <=60 min - 15% of MP d) >60 min to <=75 min - 20% of MP

Sl. #	Parameter	Measurement Methodology	Basis	Penalty
7	Software Licenses	LMSSP is required to provide Enterprise level support or Equivalent for software licenses as mentioned in the LTE. Covering updates, security patches, issue resolution at software level, bug fixing etc.	Measured based on occurrence	<p>a) 24/7/365 days of unlimited support</p> <p>b) Response time - Within 45 min of logging the ticket</p> <p>i) Within 45 min - Nil</p> <p>ii) >45 to <=60 min - 10% of MP</p> <p>iii) >60 min to <=90 min - 15% of MP</p> <p>iv) >90 min - 20% of MP</p> <p>c) Issue Resolution time - Within 24 hours from the time of logging the ticket</p> <p>i) <=24 Hours - Nil</p> <p>ii) >24 Hours to <=30 Hours - 10% of MP</p> <p>iii) >30 Hours to <=48 Hours - 15% of MP</p> <p>d) >48 Hours- 20% of MP</p>
8	Support Response time	Time taken to respond to Support calls	Measured based on severity	<p>a) 24/7/365 days of unlimited support</p> <p>b) 10% of the MP if Response time is more than as mentioned below</p> <ul style="list-style-type: none"> • 15 min for business-critical calls (Application becomes unavailable) • 6 hours for System Impaired Calls • 24 hours or less for general guidance calls
9	Security Incident	If any security incident occurs and is proved to be caused through a vulnerability not	Measured based on occurrence	<p>High risk vulnerability shall each attract a penalty of 10% of the MP</p> <p>Medium risk vulnerability shall each</p>

Sl. #	Parameter	Measurement Methodology	Basis	Penalty
		addressed by LMSSP, the LMSSP shall be charged penalty per reported vulnerability (zero day vulnerability shall be excluded)		attract a penalty of 5% of the MP Note: The criteria for the criticality of security vulnerability shall be mutually discussed with IICA. If not agreed, standard practices shall be followed to define the criticality.
10	Closure of security vulnerability	Bidder shall perform regular security assessments (preferably every quarter) for the infrastructure managed by LMSSP and share the relevant report with IICA. Further, IICA may also get security assessments conducted through external agencies. High risk security vulnerability shall be patched within 5 days of reporting of vulnerability, whereas Medium risk security vulnerability shall be patched within 15 days of reporting.	Measured on a quarterly basis, or as and when security assessments are conducted	Delay in closure of High risk vulnerability shall each attract a penalty of 10% of the MP Delay in closure of Medium risk vulnerability shall each attract a penalty of 5% of the MP Note: The criteria for the criticality of security vulnerability shall be mutually discussed with IICA. If not agreed, standard practices shall be followed to define the criticality. The delay will be considered if the delay is on account of the LMSSP.
11	Incident Reporting (including security and other incidents)	LMSSP shall update IICA on a monthly basis (within 7 days of next month) for occurrence of any incidents. High criticality incidents	Measured on a monthly basis, or as and when on occurrence	Delay in reporting of monthly incident report shall attract a penalty of 10% of the MP. Delay in reporting of High criticality incidents shall each attract a

Sl. #	Parameter	Measurement Methodology	Basis	Penalty
		shall be reported to IICA within 2 hours of occurrence / detection; Medium criticality incidents shall be reported to IICA within 8 hours of occurrence		penalty of 10% of the MP Delay in reporting of Medium criticality incidents shall each attract a penalty of 5% of the MP Note: The criteria for the criticality of incidents shall be mutually discussed with IICA. If not agreed, standard practices shall be followed to define the criticality. The delay will be considered if the delay is on account of the LMSSP.

***QP - Quarterly payment**

***MP - Monthly payment**

SLA's will be measured on Monthly basis and Payments for maintenance and support phase will be made on quarterly basis

Note:

1. The Bidder has to submit all the reports pertaining to SLA Review process within 15 working days after end of the quarter.
2. All the reports must be made available to IICA, as and when the report is generated or as and when asked by the competent authority.
3. In case the issue is still unresolved, the arbitration procedures described in the Terms & Conditions section will be applicable.
4. The down time will be calculated on monthly basis. Non-adherence to any of the services as mentioned below will lead to penalty as per the SLA clause and will be used to calculate downtime. The downtime calculated shall not include the following
 - a. Down time due to application which is owned by IICA at their premises
 - b. Failure or malfunction of any services not provided by the Bidder.
5. However, it is the responsibility/ onus of the selected Bidder to prove that the outage is attributable to IICA.
6. The total deduction per quarter shall not exceed 20% of the total QP value.
7. Two consecutive quarterly deductions amounting to more than 20% of the QPs on account of any reasons will be deemed to be an event of default and termination

8. It is the right of the IICA to bring/deploy any external resources / agencies at any time for SLA review
9. No carry forward of any penalties of SLA calculations can be done from any of the preceding quarters
10. The Agency shall deploy sufficient manpower suitably qualified and experienced in shifts to meet the SLA. Agency shall appoint as many team members as deemed fit by them, to meet the time Schedule and SLA requirements.

7. Professional Project Management

Bidder shall execute the project with complete professionalism and full commitment to the scope of work and the prescribed service levels. Bidder shall attend regular Project Review Meetings scheduled by IICA and shall adhere to the directions given during the meeting. Following responsibilities are to be executed by the Bidder in regular manner to ensure the proper management of the project:

- a) Finalization of the Project plan in consultation with IICA and its consultant. Project Plan should consist of work plan, communication matrix, timelines, Quality Plan, IT Infrastructure Management Plan, etc.
- b) Preparation and regular update of the Risk Register and the Mitigation Plan. Timely communication of the same to all the identified project stakeholders
- c) Submission of Weekly Project Progress Reports
- d) Monthly Compliance report, which will cover compliances to Project Timelines, Hardware and Software, delivered, SLAs, etc.

8. Use & Acquisition of Assets during the term

The Bidder shall:

1. Take all reasonable and proper care of the entire hardware and software, network or any other information technology infrastructure components used for the project and other facilities leased/owned by the Bidder exclusively in terms of the delivery of the services as per this CA (hereinafter the "Assets") in proportion to their use and control of such Assets which will include all upgrades/enhancements and improvements to meet the needs of the project arising from time to time
2. Term "Assets" also refers to all the hardware / Software / furniture / data / documentations / manuals/ or any other material procured, created or utilized by the Bidder or IICA for implementation of IT Infrastructure solution.
3. Keep all the tangible Assets in good and serviceable condition (reasonable wear and tear excepted) suitably upgraded subject to the relevant standards as stated in the bid to meet the SLAs mentioned in the contract and during the entire term of the Agreement
4. Ensure that any instructions or manuals supplied by the manufacturer of the Assets for use of Assets and which are provided to the Bidder will be followed by the Bidder and any person who will be responsible for the use of the Asset
5. Take such steps as may be recommended by the manufacturer of the Assets and notified to the Bidder or as may be necessary to use the Assets in a safe manner
6. To the extent that the Assets are under the control of the Bidder, keep the Assets suitably housed and in conformity with any statutory requirements from time to time applicable to them
7. Not, knowingly or negligently use or permit any of the Assets to be used in contravention of any statutory provisions or regulation or in any way contrary to law

8. Use the Assets exclusively for the purpose of providing the Services as defined in the contract
9. Ensure the integration of the software with hardware to be setup and the current Assets in order to ensure the smooth operations of the entire solution architecture to provide efficient services to IICA of this Project in an efficient and speedy manner
10. Bidder shall not use IICA data to provide services for the benefit of any third party, as a service bureau or in any other manner.

9. Security and safety

1. The Bidder will comply with the directions issued from time to time by IICA and the standards related to the security and safety in so far as it applies to the provision of the Services
2. Adherence to basic e-Governance Guidelines and Standards for data structure (if any) shall be adhered to.
3. Bidder shall also comply with IICA's information technology security and standard policies in force from time to time as applicable. IICA shall share the relevant guidelines and standards to the Bidder upon signing of the CA.
4. Bidder shall use reasonable endeavours to report forthwith in writing to all the partners / contractors about the civil and criminal liabilities accruing due to any unauthorized access (including unauthorized persons who are employees of any Party) or interference with IICA's data, facilities or Confidential Information.
5. The Bidder shall upon reasonable request by IICA or his/her nominee(s) participate in regular meetings when safety and information technology security matters are reviewed.
6. Bidder shall promptly report in writing to IICA any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at IICA.
7. Bidder shall comply or meet any security requirements applicable to LMSSPs/Service Provider published (or to be published) by M/o E&IT or any standard body setup/recognized by Government of India from time to time and notified to the LMSSP/Service providers by M/o E&IT as a mandatory standard.
8. The Bidder shall meet all the security requirements indicated in the IT Act 2000 and Amendments 2008, international security standards including ISO 27001 and shall comply to the audit criteria defines by STQC. The bidder shall be responsible for the security of the infrastructure and services provided.

10. Performance Bank Guarantee

1. The Bidder shall at its own expense, deposit with department, within 3 days of the notification of award (done through issuance of the Purchase Order/Letter of Acceptance), an unconditional and irrevocable Performance Bank Guarantee (PBG) from Nationalized/Scheduled Bank as per the format included in this LTE, payable on demand, for the due performance and fulfilment of the contract by the Bidder. This Performance Bank Guarantee will be for an amount equivalent to 10% of contract value. All charges whatsoever such as premium, commission, etc. with respect to the PBG shall be borne by the Bidder.
2. The PBG would be valid for a period of 90 days more from the date of validity of the Contract. The PBG may be discharged/ returned by department upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the PBG. In the event, Bidder being unable to service the contract for whatever reason, department would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of department under the Contract in the matter, the proceeds of the PBG shall be payable to department as compensation for any loss

resulting from the Bidder's failure to complete its obligations under the Contract. Department shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

3. Department shall also be entitled to make recoveries from the Bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

11. Indemnity

The Bidder agrees to indemnify and hold harmless IICA, its officers, employees and agents (each an "Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which the Indemnified Party may become subject, in so far as such losses directly arise out of, in any way relate to, or result from

1. Any mis-statement or any breach of any representation or warranty made by the Bidder or
2. The failure by the Bidder to fulfil any covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee or agent of the Bidder. Against all losses or damages arising from claims by third Parties that any Deliverable (or the access, use or other rights thereto), created by Bidder pursuant to this Agreement, or any equipment, software, information, methods of operation or other intellectual property created by Bidder pursuant to this Agreement, or the SLAs (I) infringes a copyright, trade mark, trade design enforceable in India, (II) infringes a patent issued in India, or (III) constitutes misappropriation or unlawful disclosure or use of another Party's trade secrets under the laws of India (collectively, "Infringement Claims"); provided, however, that this will not apply to any Deliverable (or the access, use or other rights thereto) created by "Implementation of the IT Infrastructure product by itself at the direction of IICA, or
 - a. Any compensation / claim or proceeding by any third party against IICA arising out of any act, deed or omission by the Bidder or
 - b. Claim filed by a workman or employee engaged by the Bidder for carrying out work related to this Agreement. For the avoidance of doubt, indemnification of Losses pursuant to this section shall be made in an amount or amounts sufficient to restore each of the Indemnified Party to the financial position it would have been in had the losses not occurred.

Any payment made under this Agreement to an indemnity or claim for breach of any provision of this Agreement shall include applicable taxes.

12. Third Party Claims

1. Subject to Sub-clause (b) below, the Bidder (the "Indemnified Party") from and against all losses, claims litigation and damages on account of bodily injury, death or damage to tangible personal property arising in favour or any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLAs.
2. The indemnities set out in Sub-clause (a) above shall be subject to the following conditions:
 - a. The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
 - b. The Indemnified Party shall, at the cost and expenses of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including

reasonable access to all relevant information, documentation and personnel. The indemnifying party shall bear cost and expenses and fees of the Attorney on behalf of the Indemnified Party in the litigation, claim.

- c. If the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be borne and paid by the Indemnifying Party.
 - d. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
 - e. Bidder hereby indemnify and hold indemnified IICA harmless from and against any and all damages, losses, liabilities, expenses including legal fees and cost of litigation in connection with any action, claim, suit, proceedings as if result of claim made by the third party directly or indirectly arising out of or in connection with this agreement.
 - f. All settlements of claims subject to indemnification under this Article will: (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim; and (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
 - g. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; and
 - h. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates;
 - i. In the event that the Indemnifying Party is obligated to indemnify the Indemnified Party pursuant to this Article, the Indemnified Party will be entitled to invoke the Performance Bank Guarantee (PBG), if such indemnity is not paid, either in full or in part, and on the invocation of the Performance Bank Guarantee, the Indemnifying Party shall be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates. The format for PBG is placed at Section 1.25.
3. Bidder will defend or settle third party claims against IICA solely attributable to the Bidder's infringement of any copyrights, trademarks or industrial design rights alleged to have occurred in respect of Bidder branded hardware/software/deliverables etc. (together "deliverables") supplied by the Bidder. The Bidder shall pay all costs, damages and attorney's fees that a court finally awards.
 4. IICA shall provide the Bidder with prompt notice of such claim and extend full cooperation and assistance, information and authority reasonably necessary to defend or settle such claim. The Bidder will have adequate opportunity to control the response thereto and the defense thereof.
 5. Further as an exclusion, the Bidder shall have no obligation for any claim of infringement to the extent arising from use of the deliverables in a way not indicated in the statement of work or in any specifications or documentation provided with such deliverable.

13. Warranties

1. The Bidder warrants and represents to IICA that:
 - a. It has full capacity and authority and all necessary approvals to enter into and to perform its obligations under this Agreement;
 - b. This Agreement is executed by a duly authorized representative of the Bidder;
 - c. It shall discharge its obligations under this Agreement with due skill, care and diligence so as to comply with the service level agreement.
2. In the case of the SLAs, the Bidder warrants and represents to IICA, that:
 - a. The Bidder has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLAs and to provide the Services;
 - b. The SLAs shall be executed by a duly authorized representative of the Bidder;
 - c. The Services will be provided and rendered by appropriately qualified, trained and experienced personnel as mentioned in the bid;
 - d. Bidder has and will have all necessary licenses, approvals, consents of third Parties free from any encumbrances and all necessary technology, hardware and software to enable it to provide the Services;
 - e. The Services will be supplied in conformance with all laws, enactments, orders and regulations applicable from time to time;
 - f. Bidder will warrant that the solution provided under the contract is new, of the most recent higher version /models and incorporate all recent improvements in design and materials unless provided otherwise in the contract.
 - g. The Bidder shall ensure defect free operation of the entire solution and shall replace any such components, equipment, software and hardware which are found defective and during the entire contract period the Bidder shall apply all the latest upgrades/patches/releases for the software after appropriate testing. No costs shall be paid separately for the warranty other than what are the costs quoted by the Bidder and as specified in the contract.
 - h. If the Bidder uses in the course of the provision of the Services, components, equipment, software and hardware manufactured by any third party and which are embedded in the Deliverables or are essential for the successful use of the Deliverables, it will pass through third party manufacturer's Warranties relating to those components, equipment, software and hardware to the extent possible.
3. Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, in the event the Bidder is unable to meet the obligations pursuant to the Implementation of the IT Infrastructure Solution, Operations and Maintenance Services and any related scope of work as stated in this Agreement and the Schedules attached herein, IICA will have the option to invoke the Performance Guarantee after serving a written notice of thirty (30) days to the Bidder.

The 30 day notice period shall be considered as the 'Cure Period' to facilitate the Bidder to cure the breach. The PBG shall be evoked only if the breach is solely attributable to the bidder and the bidder fails to rectify the breach within the 'Cure Period'.

14. Force Majeure

The Bidder shall not be liable for forfeiture of its Performance Guarantee, imposition of liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the "reasonable" control of the Bidder, not involving the Bidder's fault or negligence and not foreseeable. Unforeseen circumstances or causes beyond the control of the Bidder include but are not limited to acts of God, war, riot, acts of civil or

military authorities, fire, floods, accidents, terrorist activity, strikes or shortages of transportation facilities, fuel, energy, labor or material.

For the Bidder to take benefit of this clause it is a condition precedent that the Bidder must promptly notify IICA, in writing of such conditions and the cause thereof within five calendar days of the arising of the Force Majeure event. IICA, or the consultant / committee appointed by IICA shall study the submission of the Bidder and inform whether the situation can be qualified one of Force Majeure. Unless otherwise directed by IICA in writing, the Bidder shall continue to perform its obligations under the resultant Agreement as far as it is reasonably practical, and shall seek all reasonable alternative means for performance of services not prevented by the existence of a Force Majeure event.

In the event of delay in performance attributable to the presence of a force majeure event, the time for performance shall be extended by a period(s) equivalent to the duration of such delay. If the duration of delay continues beyond a period of 30 days, IICA and the Bidder shall hold consultations with each other in an endeavour to find a solution to the problem.

Notwithstanding anything to the contrary mentioned above, the decision of IICA shall be final and binding on the Bidder.

15. Resolution of Disputes

IICA and the Bidder shall make every attempt to resolve dispute amicably, by direct information, negotiations of any disagreement or dispute arising between them under or in connection with this agreement. All differences disputes arising under and out of these present, or in connection with this agreement shall be first referred to the senior executives of each party for an amicable solution. If the dispute is not resolved within a period of thirty (30) days, the same shall be referred to arbitration in accordance with Arbitration and Conciliation Act, 1996 (including all amendments thereto). Each party shall appoint one arbitrator each and the two appointed arbitrators shall appoint the third arbitrator. The decision of the arbitrators shall be final and binding on both parties. The venue of arbitration shall being New Delhi, India. Subject to the above, this Agreement shall be subject to the jurisdiction of the courts in New Delhi, India.

16. Limitation of Liability towards IICA

The Bidder's liability under the resultant Agreement shall be determined as per the Law in force for the time being. The Bidder shall be liable to IICA for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Bidder and its employees, including loss caused to IICA on account of defect in goods or deficiency in services on the part of Bidder or his agents or any person / persons claiming through or under said Bidder. However, such liability of Bidder shall not exceed the total value of the Agreement.

Bidder's aggregate liability in connection with obligations undertaken as a part of this contract regardless of the form or nature of the action giving rise to such liability, shall be at actual and limited to the amount paid by IICA for:

- (i) The particular hardware/software; or
- (ii) Services provided during the twelve (12) months immediately preceding the date of the claim; that in each case is the subject of the claim.

This limit shall not apply to damages for bodily injury (including death) and damage to real property and tangible personal property for which the Bidder is legally liable.

17. Data Ownership

All the data created as the part of the project shall be owned by IICA. The Bidder shall take utmost care in maintaining security, confidentiality and backup of this data. IICA shall retain ownership of any user created/loaded data and applications hosted on Bidder's infrastructure and maintains the right to request (or should be able to retrieve) full copies of these at any time.

18. Fraud and Corruption

IICA requires that Bidder must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, IICA defines, for the purpose of this provision, the terms set forth as follows:

- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of IICA in contract executions.
- "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to IICA, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificially high or non-competitive levels and to deprive IICA of the benefits of free and open competition.
- "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by IICA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- If it is noticed that the Bidder has indulged into the Corrupt / Fraudulent / Undesirable / Coercive practices (as be decided by a court or competent authority with appropriate jurisdiction), it will be a sufficient ground for IICA for termination of the contract and initiate black-listing of the vendor.

19. Conflict of Interest

- The Bidder shall disclose to IICA in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or its team) in the course of performing the Services as soon as it becomes aware of such a conflict. Bidder shall hold IICA's interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments.
- In the event of any question, dispute or difference arising under the agreement or in connection there-with, the same shall be referred to the sole arbitration of the Chairman of Board, IICA or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the Chairman of Board, IICA or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the Chairman of Board or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the Chairman of Board or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to

deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the Chairman of Board, IICA or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

- The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- The venue of the arbitration proceeding shall be the office of the Chairman of Board, IICA, or such other places as the arbitrator may decide.

20. Exit Management

(i) Exit Management Purpose

This clause sets out the provisions, which will apply during Exit Management period. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Clause.

The exit management period starts, in case of expiry of contract, at least 3 months prior to the date when the contract comes to an end or in case of termination of contract, on the date when the notice of termination is sent to the Bidder. The exit management period ends on the date agreed upon by IICA or Three months after the beginning of the exit management period, whichever is earlier.

(ii) Confidential Information, Security and Data

Bidder will promptly, on the commencement of the exit management period, supply to IICA or its nominated agencies the following:

- a. Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to the project, project's customized source code; any other data and confidential information created as part of or is related to this project;
- b. Project data as is reasonably required for purposes of the project or for transitioning of the services to its replacing successful Bidder in a readily available format.
- c. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable IICA and its nominated agencies, or its replacing vendor to carry out due diligence in order to transition the provision of the Services to IICA or its nominated agencies, or its replacing vendor (as the case may be).
- d. The Bidder shall retain all of the above information with them for 30 days after the termination of the contract, post which the provider has to wipe/purge/delete all information created or retained as part of this project.
- e. Bidder will sign a Non-Disclosure Agreement with IICA IT Department. The format for the same has been included in Section 5.5.

(iii) Employees

Promptly on reasonable request at any time during the exit management period, the Bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to IICA a list of all employees (with job titles and communication address) of the Successful Bidder, dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the Successful Bidder, IICA or Replacing Vendor may make an offer of contract for services to such employee of the Successful Bidder and the Successful Bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by IICA or any Replacing Vendor.

(iv) Rights of Access to Information

At any time during the exit management period, the Bidder will be obliged to provide an access of information to IICA and / or any Replacing Vendor in order to make an inventory of the Assets (including hardware / Software / Active / passive), documentations, manuals, catalogs, archive data, Live data, policy documents or any other material related to implementation of IT Infrastructure Solution for IICA.

(v) Exit Management Plan

Successful Bidder shall provide IICA with a recommended "Exit Management Plan" within 90 days of signing of the contract, which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.

- a) A detailed program of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- b) Plans for the communication with such of the Successful Bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;
- c) Plans for provision of contingent support to the implementation of IT Infrastructure Solution for a reasonable period (minimum one month) after transfer.
- d) Exit Management Plan shall be presented by the Bidder to and approved by IICA or its nominated agencies.
- e) The terms of payment as stated in the Terms of Payment Schedule include the costs of the Bidder complying with its obligations under this Schedule.
- f) During the exit management period, the Bidder shall use its best efforts to deliver the services.
- g) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

21. Termination of contract

IICA may, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 30 days stating the reason for default to the Bidder and terminate the contract either in whole or in part:

- Where IICA is of the opinion that there has been such Event of Default on the part of the service provider which would make it proper and necessary to terminate this Contract and

may include failure on the part of the service provider to respect any of its commitments with regard to any part of its obligations under its bid, the LTE or under this Contract

- Where it comes to IICA's attention that the service provider is in a position of actual conflict of interest with the interests of IICA, in relation to any of services arising out of services provided under the resultant contract or this LTE
- If the Bidder fails to deliver any or all of the project requirements / operationalization / Operational Acceptance of project within the time frame specified in the contract; or
- If the Bidder fails to perform any other obligation(s) under the contract.

Prior to providing a notice of termination to the Bidder, IICA shall provide the Bidder with a written notice of 30 days instructing the Bidder to cure any breach/ default of the Contract, if IICA is of the view that the breach may be rectified.

On failure of the Bidder to rectify such breach within 30 days, IICA may terminate the contract by providing a written notice of 30 days to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to IICA. In such an event the Bidder shall be liable for penalty imposed by IICA.

In the event of termination of this contract for any reason whatsoever, IICA is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the Bidder shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/ breach, and further allow and provide all such assistance to IICA and/ or succeeding vendor, as may be required, to take over the obligations of the Bidder in relation to the execution/ continued execution of the requirements of this contract.

22. Confidentiality

- i. Service provider shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.
- ii. Additionally, the service provider shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.
- iii. IICA shall retain all rights to prevent, stop and if required take the necessary punitive action against the service provider regarding any forbidden disclosure.
- iv. Service provider should provide non-disclosure agreement, which shall be duly approved by the IICA

For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:

- a) Information already available in the public domain;
- b) Information which has been developed independently by the service provider
- c) Information which has been received from a third party who had the right to disclose the aforesaid information;
- d) Information which has been disclosed to the public pursuant to a court order.

23. Miscellaneous

- a) **Confidentiality**

"Confidential Information" means all information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and operational affairs, business rules, citizen information, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party (whether a Party to the contract or to the SLA) in the course of or in connection with the contract (including without limitation such information received during negotiations, location visits and meetings in connection with the contract or to the SLA) or pursuant to the contract to be signed subsequently.

Except with the prior written permission of IICA, the Bidder (including all partners) and its Personnel shall not disclose such confidential information to any person or entity not expected to know such information by default of being associated with the project, nor shall the Bidder and its Personnel make public the recommendations formulated in the course of, or as a result of the project. In matters pertaining to privacy of data, the Bidder (including all partners) shall not use any data for analytical/commercial reasons whatsoever.

The Bidder recognizes that during the term of this Agreement, sensitive data will be procured and made available to it, its Sub contractors and agents and others working for or under the Bidder. Disclosure or usage of the data by any such recipient may constitute a breach of law applicable causing harm not only to the Department whose data is used but also to its stakeholders. The function of IICA requires the Bidder to demonstrate utmost care, sensitivity and strict confidentiality. Any breach of this Article will result in IICA and its nominees receiving a right to seek injunctive relief and damages, from the Bidder.

The restrictions of this Article shall not apply to confidential information that:

- a. Is or becomes generally available to the public through no breach of this Article by the Recipient; and
- b. Was in the recipient's possession free of any obligation of confidence prior to the time of receipt of it by the Recipient hereunder; and
- c. Is developed by the Recipient independently of any of discloser's Confidential Information; and
- d. Is rightfully obtained by the Recipient from third Parties authorized at that time to make such disclosure without restriction; and
- e. Is identified in writing by the Discloser as no longer proprietary or confidential; or
- f. Is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the Discloser of such legal and regulatory requirement to disclose so as to allow the Discloser reasonable opportunity to contest such disclosure.

To the extent that such disclosure is required for the purposes of this Agreement, either Party may disclose Confidential Information to:

- a. Its employees, agents and independent contractors and to any of its affiliates and their respective independent contractors or employees; and
- b. Its professional advisors and auditors, who require access for the purposes of this Agreement, whom the relevant Party has informed of its obligations under this Article and in respect of whom the relevant Party has informed of its obligations under this Article has used commercially reasonable efforts to ensure that they are contractually obliged to keep such Confidential Information confidential on terms substantially the same as set forth in this Article. Either Party may also disclose confidential Information or any entity with the other Party's prior written consent.

The provisions of this Article shall survive the expiration or any earlier termination of this Agreement.

b) Standards of Performance

The Bidder shall provide the services and carry out their obligations under the Contract with due diligence, efficiency and professionalism/ethics in accordance with generally accepted professional standards and practices. The Bidder shall always act in respect of any matter relating to this contract. The Bidder shall abide by all the applicable provisions / Acts / Rules / Regulations, Standing orders, etc. of Information Technology standard as prevalent in the country. The Bidder shall also conform to the standards laid down by or Government of India from time to time. Such standards and guidelines shall be shared with the Bidder by IICA up on signing of the Contract.

c) Care to be taken while working at IICA Office

Bidder should follow instructions issued by concerned Competent Authority from time to time for carrying out work at designated places. Bidder should ensure that there is no damage caused to any private or public property. In case such damage is caused, Bidder shall immediately bring it to the notice of concerned organization and IICA in writing and pay necessary charges towards fixing of the damage.

Bidder shall ensure that its employees/representatives don't breach privacy of any citizen or establishment during the course of execution or maintenance of the project.

d) Compliance with Labour regulations

The Bidder shall pay fair and reasonable wages to the workmen employed, for the contract undertaken and comply with the provisions set forth under the Minimum wages Act and the Contract Labour Act 1970. The salary of the manpower working on IICA project should be paid using ECS / NEFT / RTGS. A record of the payments made in this regard should be maintained by the Bidder. Upon request, this record shall be produced to the appropriate authority in IICA and/or Judicial Body. If complaints are received by IICA (or any appropriate authority) appropriate action (Liquidation of Security Deposit, Blacklisting, etc.) may be initiated as deemed necessary against the Bidder.

e) Independent Contractor

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture or employment relationship between the Parties to this Agreement. Except as expressly stated in this Agreement nothing in this Agreement shall be deemed to constitute any Party as the agent of any other Party or authorizes either Party (i) to incur any expenses on behalf of the other Party, (ii) to enter into any engagement or make any representation or warranty on behalf of the other Party, (iii) to pledge the credit of or otherwise bind or oblige the other Party, or (iv) to commit the other Party in any manner whatsoever in each case without obtaining the other Party's prior written consent.

f) Waiver

A waiver of any provision or breach of this Agreement must be in writing and signed by an authorized official of the Party executing the same. No such waiver shall be construed to affect or imply a subsequent waiver of the same provision or subsequent breach of this Agreement.

g) Notices

Any notice or other document, which may be given by either Party under this Agreement, shall be given in writing in person or by pre-paid recorded delivery post.

In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

**The SA & Head, Department of IT
Indian Institute of Corporate Affairs
Ministry of Corporate Affairs, Govt. of India
Plot No. 6, 7 & 8, Sector 5, IMT, Manesar
Haryana, PIN - 122052**

Bidder:

Tel: -----

Fax: -----

Any notice or other document shall be deemed to have been given to the other Party when delivered (if delivered in person) if delivered between the hours of 9.30 am and 5.30 pm at the address of the other Party set forth above or on the next working day thereafter if delivered outside such hours, and 7 calendar days from the date of posting (if by letter).

h) Personnel/Employees

Personnel/employees assigned by Bidder to perform the services shall be employees of Bidder, and under no circumstances will such personnel be considered as employees of IICA. Bidder shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's employee's entire compensation, including salary, legal deductions withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all laws as applicable from time to time. IICA shall not be responsible for the above issues concerning to personnel of Bidder.

Bidder shall use its best efforts to ensure that sufficient Bidder personnel are employed to perform the Services, and that, such personnel have appropriate qualifications to perform the Services. IICA or its nominated agencies shall have the right to require the removal or replacement of any Bidder personnel performing work under this Agreement. In the event that IICA requests that any Bidder personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule and upon clearance of the personnel based on profile review and personal interview by IICA or its nominated agencies as per defined SLAs. The Bidder shall depute quality team for the project and as per requirements IICA shall have the right to ask Bidder to change the team.

- a. Management (Regional Head / VP level officer) of Bidder needs to be involved in the project monitoring and should attend the review meeting at least once in a month.
- b. The profiles of resources proposed by Bidder in the technical bid, which are considered for Technical bid evaluation, shall be construed as 'Key Personnel' and the Bidder shall not remove such personnel without the prior written consent of IICA. For any changes to the proposed resources, Bidder shall provide equivalent or more experienced resources in consultation with IICA.

- c. Except as stated in this clause, nothing in this Agreement will limit the ability of Bidder freely to assign or reassign its employees; provided that Bidder shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. IICA shall have the right to review and approve Bidder's plan for any such knowledge transfer. Bidder shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.
- d. Each Party shall be responsible for the performance of all its obligations under this Agreement and shall be liable for the acts and omissions of its employees and agents in connection therewith.

i) Variations & Further Assurance

- a. No amendment, variation or other change to this Agreement or the SLAs shall be valid unless made in writing & signed by the duly authorized representatives of the Parties to this Agreement.
- b. Each Party to this Agreement or the SLAs agree to enter into or execute, without limitation, whatever other agreement, document, consent & waiver & to do all other things which shall or may be reasonably required to complete & deliver the obligations set out in the Agreement or the SLAs.

j) Severability & Waiver

- a. if any provision of this Agreement or the SLAs, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part provision shall not affect the other provisions of this Agreement or the SLAs or the remainder of the provisions in question which shall remain in full force & effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid & enforceable provision which achieves to the greatest extent possible the economic, legal & commercial objectives of the illegal, invalid or unenforceable provision or part provision within 7 working days.
- b. No failure to exercise or enforce & no delay in exercising or enforcing on the part of either Party to this Agreement or the SLAs of any right, remedy or provision of this Agreement or the SLAs shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of any other right, remedy or provision.

k) Survivability

The termination or expiry of this Agreement or the SLAs for any reason shall not affect or prejudice any terms of this Agreement, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.

24. Applicable Law

The contract shall be governed by the laws and procedures prescribed by the Laws prevailing and in force in India, within the framework of applicable legislation and enactment made from time to

time concerning such commercial dealings/processing. All legal disputes are subject to the jurisdiction of New Delhi courts only.

Attachments to the Agreement:

- i) Scope of Services for the bidder
- ii) Detail Commercial proposal of the Bidder accepted by IICA
- iii) Corrigendum Document published by IICA subsequent to the Bid Document for this work
- iv) Bid Document of IICA for this work
- v) Work Order issued by IICA to the successful bidder
- vi) The successful bidder's "Technical Proposal" and "Commercial Proposal" submitted in response to the Bid Document

25. Performance Bank Guarantee Format

(10% of Total Contract Value)

PERFORMANCE SECURITY:

Ref. No. :
Date :
Bank Guarantee No. :

To,

**The SA & Head, Department of IT
Indian Institute of Corporate Affairs
Ministry of Corporate Affairs, Govt. of India
Plot No. 6, 7 & 8, Sector 5, IMT, Manesar
Haryana, PIN - 122052**

Whereas, <<name of the bidder and address>> (hereinafter called "Service Provider") has undertaken, in pursuance of Tender no. <Insert Tender No.> dated. <Date> to provide LMS Solution for Indian Institute of Corporate Affairs, Ministry of Corporate Affairs, Govt. of India (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Service provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

EVALUATION CRITERIA (TECHNICAL)

The technical proposal shall be evaluated on the basis of parameters mentioned below (*Proposal obtaining a score of 60 or more marks will be declared as technically qualified proposal for opening of their financial bids*):

Sl. #	Criteria	Details	Scoring Scheme	Maximum Marks
A	B	C	D	E
1	Design Template	Extent of matching of the Functional Requirement (FR) of the Scope of Work (SoW) by the offered LMS solution/platform	a. 0-50 % of the FR : 0 b. 50-70%: 20 c. 70-85%: 30 d. 85-95%: 40 e. 95-100%:50	40
2	Experience	Experience of designing, deploying and managing online SaaS based comprehensive LMS of work value as below for Central Training Institutes (CTIs), Central universities, Central research Institutions etc. of the Government of India	a. 2 yrs & up to 3 yrs: 20 b. Above 3 yrs & up to 5 yrs: 25 c. More than 5 yrs: 30	30
3	User base	Maximum usage user account base in one subscribed/offered solution instance	a. 5K & up to 7k: 15 b. Above 7K & up to 10 K: 20 c. More than 10K < 15K : 25 d. More than 15K: 30	30
Grand Total Score				