REQUEST FOR PROPOSAL (RFP)

FOR

QUESTION BANK SYSTEM AND COMPUTER BASED TEST AT CENTRES FOR SELF PACED LEARNING

Issued on: 20 November 2023

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

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NOTICE INVITING TENDER (PRESS)

CBT FOR SELF PACED LEARNING

ICAI invites sealed tenders in two stage Quality & Cost Based Selection (QCBS) bidding systems i.e. Technical Bid and Financial Bid from reputed and experienced Service Providers for implementation of question bank system and conducting and processing of self paced learning computer - based test at test centers. For more details, interested parties may visit www.icai.org. Last date for submission of bid is 11 December 2023.

Secretary, ICAI

RELEVANT INFORMATION AT A GLANCE

Activities	Date
EMD	Rs ₹ 36,50,000 (Thirty Six Lakh Fifty Thousand) by way of Demand Draft/ Pay Order issued by Nationalized/ Scheduled Commercial Bank drawn in favour of 'The Secretary, The Institute of Chartered Accountants of India' payable at New Delhi.
Cost of RFP Document	Rs 5,000/- (including GST) by way of Demand Draft/Pay Order issued by Nationalized/ Scheduled Commercial Bank drawn in favour of 'The Secretary, The Institute of Chartered Accountants of India' payable at New Delhi
Last date and address for submission of bids	11 December 2023. The Secretary, ICAI, ICAI Bhawan, Indraprastha Marg, Delhi, 110002
Pre-Bid Meeting	Date, time and venue will be hosted at https://www.icai.org/post/icai-eoi-tenders
Opening of the Technical Bid	Will be uploaded on the website
Rates	Rates quoted should be for Conducting and Processing of Computer based examination at service provider's test centres

SECTION-I NOTICE INVITING TENDER (WEBSITE)

Sealed tenders in two stage Quality & Cost Based Selection (QCBS) bidding systems i.e. Technical Bid and Financial Bid are invited by ICAI from reputed and experienced Service Providers for QUESTION BANK SYSTEM AND COMPUTER BASED TEST AT CENTRES for Self-Paced Learning Modules.

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

S.No	Name of Project	Conducting and Processing Self -Paced Learning Modules
1	Scope of Work	As per Section IV
2	Selection Method	Quality & Cost Based Selection (QCBS)
3	Cost of RFP Document	Rs. 5,000/- (Rupees Five Thousand only) (including GST) by way of Demand Draft/Pay Order issued by Nationalized/ Scheduled Commercial Bank drawn in favour of 'The Secretary, The Institute of Chartered Accountants of India' payable at New Delhi. The Cost of RFP is Non-Refundable and Non-Transferable.
4	Earnest Money Deposit	
5	Performance Security	The Successful Bidder shall compulsorily be required to furnish to the ICAI, within 15 days from the date of issuance of LoI or Work Order or notification of award of contract, as the case may be, a Performance Security of Rs ₹ 2,73,75,000. /- (Rupees Two Crore Seventy Three Lakh Seventy Five Thousand.only) in the form of Security Deposit or Bank Guarantee or both with the validity of not less than 3 years.
6	Availability of RFP Document	At ICAI's Website i.e. https://www.icai.org/post/icai-eoi-tenders .

7	Last date, time and address for submission of Bids	
		Address for submission of bids –
		The Secretary The Institute of Chartered Accountants of India,
		'ICAI Bhawan", Indraprastha Marg, New Delhi, 110002
8	Pre-bid meeting	Date, time and venue will be hosted at https://www.icai.org/post/icai-eoi-tenders
9	Date of opening of Technical Bid (Cover-1)	The Technical bids shall be opened in the ICAI office as per discretion of the ICAI as notified on its website www.icai.org even if bidders are not present.
10	Date of opening of financial bid (Cover –2)	After evaluating the technical bids on ICAI's Parameters, the financial bids of successful bidders shall be opened on same or any other date as per discretion of the ICAI as notified/ informed on its website www.icai.org even if bidders are not present.
11	Validity of offer	90 days from the last date for submission of bids
12	Term	Agreement will be initially for a period of three (3) years which may be extended on mutually agreed terms.

Note:

- 1. A Bidder cannot be allowed to submit more than one Bid.
- 2. Bidder should have valid GST registration number, PAN number and meet all legal requirements.
- 3. Any amendment/ corrigendum to the RFP document shall be posted on the ICAI's website www.icai.org.
- 4. The ICAI reserves the right to call for any other details or information from any of the Bidders.
- 5. ICAI reserves all rights to reject any bid at any time, at any stage, fully or partly for whole process and/ or for particular bidder and also reserves all rights at any time to add, alter, modify, change, edit & delete any condition at any stage. ICAI also reserves the right to cancel the entire tender process without assigning any reason. In this regard, the decision of ICAI shall be final and binding on all the Bidders.
- 6. ICAI shall not be responsible for non-receipt or for delayed receipt of any Bid.
- 7. Conditional bids, if submitted, shall be rejected and the EMD shall be forfeited.
- 8. Bids without accompanying the prescribed EMD shall be summarily rejected.
- 9. The bidders are advised to go through the RFP document and advertisement carefully to understand the documents required to be submitted as part of the bid. Any deviation from the given terms may lead to rejection of the bid. The complete RFP document along with the documents enclosed therewith should be numbered and cross-referenced/linked with RFP Clause Number.

SECTION-IIBACKGROUND

A. BACKGROUND FOR QUESTION BANK DEVELOPMENT SOFTWARE

After completing the learning modules, student has to take the test. The question for the test has to come from the question bank. The vendor has to provide an online platform where its resource persons can thru their login create the questions and answers and the reviewers thru their logins check and approve the questions and answers that can be moved to question bank with difficulty level associated with each question. One reviewer can check questions of many predefined set of resource person but the resource person cannot see the questions submitted by other resource persons. There admin should be able to see all questions and get various reports like how many questions submitted by a resource person, how many of those questions selected by reviewer with / without changes. This will be reviewed and updated periodically and updated QB used for taking the test

After the above question bank is firmed up, the Institute will provide Question Bank with Answers for conduct of these exams.

B. BACKGROUND FOR COMPUTER BASED TEST

Four self-paced online modules [SETS A, B, C and D] encompassing different fields, have been introduced in the Scheme of Education and Training. As the name suggests, a student can learn and qualify the modules at their own pace after qualifying the Intermediate level Examination.

SET A and SET B would comprise of mandatory online modules, namely, Corporate and Economic Laws, Strategic Cost and Performance Management, respectively. SET C and SET D would comprise of online modules, wherein a basket of options would be made available to a student, and he can choose one each under each set from the options available to him as per the candidate's eligibility.

The Test for Set-A & Set-B will be for 3 hours each. No reading Time The Test for Set-C & Set-D will be for 2 hours each. No reading Time.

Name	No. of	Sections in Paper
	Papers	
Set-A	1	Set-A CORPORATE AND ECONOMIC LAWS
		Part 1 Corporate laws: 70: Section A: Company Law: 50,
		Section B : Securities Law : 20
		Part 2 Economic Laws : 30
Set-B	1	Set-B STRATEGIC COST & PERFORMANCE
		MANAGEMENT
		Part A STRATEGIC COST, Part B STRATEGIC
		PERFORMANCE MANAGEMENT, Part C Case Study
Set-C	1 0f 10	Risk Management
		2 Sustainable Development and
		Sustainability Reporting

		3 Public Finance and Government
		Accounting
		4 The Insolvency and Bankruptcy Code,
		2016
		5 International Taxation
		6 The Arbitration and Conciliation Act,
		1996
		7 Forensic Accounting
		8 Valuation
		9 Financial Services and Capital Markets
		10 Forex and Treasury Management
		Student can change paper in next attempt based on eligibility
Set-D	1 of 4	The Constitution of India & Art of
		Advocacy
		2 Psychology & Philosophy
		3 Entrepreneurship & Start-up Ecosystem
		4 Digital Ecosystem and Controls
		Student can change paper in next attempt based on eligibility

Students would be required to complete the minimum prescribed learning hours for each self-paced online module they opt for, which will make him eligible to appear at the tests.

Upon completing the study of any module, the student's data at Self Service Portal (SSP) will be accordingly updated to reflect that he/she has studied the module/Set and is eligible to appear in the online test in Computer Based Mode (CBT) at Test Centres. Candidates may appear multiple times depending upon their passing status.

The assessment would be online by way of multiple-choice questions, which would be case scenario based for SETS A and B; and a combination of independent MCQs and case scenario based MCQs in case of subjects in SETS C and D. Medium of test will be English Only.

Test to be conducted every day throughout the year. Cities are identified as Metros and Non-Metros. The Test in Metros can be organized in two shifts per day to address volumes (10 AM to 01 PM and 2 PM to 5 PM), the test for differently abled candidates can extend upto 90 minutes. Actual Exam Test centres will have to be pre-fixed and student will have flexibility to choose the date / shift and test centre/venue.

SECTION-III

ELIGIBILITY CRITERIA

This invitation to respond is open to companies which are engaged in conducting and processing of computer-based and online examination.

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

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

Along with the General Eligibility criteria, the applicant/ bidder must satisfy the following criteria also.

In order to participate in this online tender process, the bidder must fulfill the following basic requirements and must submit supporting documents along with duly filled in checklists.

- 1. The bidder must be a company registered in India and conducting Computer Based Test for last 5 years as on the date of bid submission. Consortiums/Joint Ventures are not permitted to participate in this tender process. Registration Certificate dated before 1st Oct,2018 shall be submitted. Certificate of Incorporation/ Board Resolution must be submitted by the Bidder.
- 2. The bidder must have minimum financial turnover of Rs.50.00 crores only during each of the financial years 2020-21, 2021-22 & 2022-23 Balance sheets and P&L Accounts for the given three financial years must be submitted.
- 3. Bidder should have minimum 100+ full time staff in India on the payroll.
- 4. The Bidder should have experience of conducting computer based test for 5 different Government Examination bodies, out of which one CBT should be conducted with 10,000 or more candidates scheduled in a single shift at Pan India level (20 or more states) during any of the year between 2018-2023.
- 5. The Bidder should have Pan India presence i.e exam centres/offices in India at more than 100 cities to support exam conduction. (List of office addresses along with GST certificates and Company's declaration to be submitted).

- 6. The Bidder should have CMMI level 3 certification in service to participate in the tender process. Certification proof along with result published on CMMI website i.e cmmiinstitute.com/pars have to be submitted by the bidder.
- 7. Bidder should have its own source code of software or proprietary license to modify the code for ICAI Requirement.
- 8. The Bidder should not be blacklisted by any Central/ State Government Department/ Public Sector Undertaking/ Autonomous Body/ reputed institution in last 5 years as on the date of bid submission. A declaration to this effect must be submitted. In addition to the above, the bidder should not have changed its name or created a new "Allied Firm", consequent to being declared blacklisted.

SECTION-IV SCOPE OF WORK

A. SCOPE OF WORK FOR QUESTION BANK DEVELOPMENT SOFTWARE

System should be compatible for integration with other system/platforms.

1. User Roles:

- i. Student: Takes tests generated from the question bank.
- ii. Resource Persons: Create questions and answers for the question bank. Questions will be MCQs. Some questions may be MCQs based on case studies.
- iii. Reviewers: Review and approve / reject questions and answers submitted by resource persons.
- iv. Admin: Oversees the entire system, can view all questions, and generates reports.

2. System Workflow:

- i. Question Creation: Resource persons log in to the system and create questions with associated answers.
- ii. Each resource person/user be assigned a unique code to maintain confidentiality and may be used further.
- iii. Question bank system should be able to handle all the special characters and images properly.
- iv. Review and Approval: Reviewers log in and review the questions submitted by resource persons. They can approve questions as is or with suggested changes.
- v. Question Bank Management: Admin oversees the process, can view all questions, and has the authority to manage user roles and permissions.
- vi. Difficulty Level Assignment: Resource persons or reviewers assign a difficulty level to each question. Admin should be able to control the level of difficulty, remove question.
- vii. In the quest bank preparation area, each question to be coded as module/section/yearofPreparation/YearofReview/LevelOf Difficulty.
- viii. As the question bank will have sections, this must be taken care of when the QP is generated so that each section is served separately with proper distribution of marks and not mixed up. Question will be of 1 & 2 marks.
- ix. Reports and Analytics: The system generates reports for admin, including the number of questions submitted by each resource person, the number of questions approved, and any changes made during the review process. MIS on history of how many time a question has been used and how many times the master answer option 'a' was selected, how many times master answer option 'b' was selected etc. MIS/counts/list on module wise section wise how many live questions, removed questions, used and unused questions, modified questions

3. Security and Access Control:

i. System shall have provision to send email/SMS/WhatsApp alerts and shall be triggered on workflow requirement.

- ii. Resource persons can only see their own questions.
- iii. Reviewers can see and review questions from multiple resource persons but cannot see questions submitted by other reviewers.
- iv. Reviewers can review the questions submitted by the resource persons through their logins and approve the questions and answers that can be moved to question bank with difficulty level associated with each question.
- v. One reviewer can check questions of many predefined set of resource persons, but the resource person cannot see the questions submitted by reviewer to be included in Ouestion Bank.
- vi. Admin has full access to all questions and system functions.
- vii. The admin should be able to see all questions and get various reports like how many questions submitted by a resource person, how many of those questions selected by reviewer with / without changes. This will be reviewed and updated periodically and updated QB used for taking the test.

4. Version Control:

i. The system should maintain a history of changes made to questions and answers, allowing for version tracking and accountability.

5. Data Export:

i. The final, approved question bank with associated answers is provided by the Institute for exam use.

6. User Training:

i. Users (resource persons, reviewers, and admins) should receive appropriate training to use the system effectively.

7. Scalability and Performance:

i. The system should be designed to handle a growing database of questions and users.

8. Data Security:

i. Robust security measures should be in place to protect sensitive exam-related data.

11. Audit Trail:

- i. Maintain an audit trail of all user actions for accountability and security purposes.
- ii. This system is to be a critical component in the management of exams and assessments, ensuring the quality and integrity of the questions used in testing. Proper design, security, and usability are essential considerations in its development.

B. SCOPE OF WORK FOR COMPUTER BASED TEST AT CENTERS (CBT)

Volume of users expected: 3,00,000 per annum. Citywise student count is hosted along with this RFP

Pre-Examination Phase (as described below) should be available for both PC and mobile app (Android and iOS, downloadable from Google and Apple store respectively.)

The Scope of Work has been divided into following three broad phases:

- > Pre-Examination Phase
- > Examination Phase

> Post Examination Phase

Note -

1. Vendor to provide Online facility for adding questions to question bank by the Resource Persons through their login and after review by reviewers through their login.

System should be compatible for integration with other system/platforms.

Pre-Examination Phase – Exam Application

- 1. The service provider should provide the portal and app (android and ios) along with the multiple payment gateway to receive the application forms in prescribed format.
- 2. System should be compatible for integration with other system/platforms. Student will start applying at vendor site with Student Registration Number (SRN and control will be transferred to SSP for validating his credentials and getting data (SRN, Name, Module/s eligible, Papers Eligible, Emailid, MobileNo, Photo, Signature). This data will now be posted at vendor site for further application steps.
- 3. If student is eligible for multiple modules or sections, he/she can choose the module/section appearing for.
- 4. Student can choose date, time and center location both through web and app (android and ios)
- 5. Students will have to pay the relevant Exam Fee thru the payment gateway of the Institute. Fee to be charged will be as specified by ICAI. Service provider shall be required to integrate multiple payment gateway of ICAI. Service provider shall facilitate Payment gateway error handling i.e. In Case payment is failed, same shall be displayed to Student in his/her dashboard within 5 Minutes so that Students can make another payment. Similarly, If payment has been made, System shall alert to end user to avoid making duplicate payment. Provision should be there for email/SMS/WhatsApp notifications.
- 6. Student to receive acknowledgement pdf confirming date time, shift, and venue.
- An Admit Card bearing RollNumber, Name, SRN, Module, Venue, Date Time of Test and his/her photo/sign has to be issued five days prior to exam date. Admit card to carry link for taking a demo test to be familiar with the process. The Differently abled candidates can be provided with an extra time facility of upto 90 minutes with or without the help of a writer. The admit card must carry suitable identifier that the candidates is to be allowed extra time. Seating of such candidate be made so that it does not cause disturbance for other students. The Centres should have working lifts/ramp for differently abled candidates to reach their seats or arrangement be made on ground floor. The list of such candidates to whom concession has been granted will be provided and updated periodically byICAI. minutes. There is late entry upto 30 of
- 8. Actual Exam Test centres will have to be pre-fixed and student will have

flexibility choose the date / shift and to test centre/venue. The duration of tests for modules A & B will be 3 hours each and for modules C & D will be 2 hours each. Differently abled candidates will be allowed extra time. There will be reading time these no in tests.

- 9. While registering the student, the system shall be able to authenticate the student with the central database of ICAI using an API and some of the fields may come automatically filled even when the student registers for the first time. In case API channel is not working, data dump may be used for student registration and any other activities.
- 10. The service provider is expected to draw the examination plan and design the examination processes as per mutual consent with ICAI.
- 11. The system should auto refund the cases where money is deducted but seat is not booked. This includes race condition cases and also payment failure due to internet or any other reason.
- 12. Payment reports along with refund reports should be available in admin with searchable parameters.

Complete Security management processes

1. On Service provider's Centers

- ➤ Information Security
- > Physical Security
- > Server Security
- ➤ Network Security

Candidate handling process

- Mapping of candidates' details with Exam Centers & module in which appearing
- Validation and verification of identity through admit card and photo-ID proof
- ➤ Attendance handling
- ➤ Machine/ seat allocation and handling of security parameters
- ➤ Bulk/ individualized SMS and WhatsApp
- ➤ Bulk/ individualized e-mails
- ➤ Help desk for responding to queries
- > Any other processes related to conduct of Examination
- > Frisking and safekeeping of mobiles/bags etc
- 13. The service provider shall prepare and provide Standard Operating Procedure

- (SOP) for all processes for safe and secure conduct of examination along with rules for contingency and exception handling/emergency procedures.
- 14. The service provider shall identify their own Exam Centers as required by ICAI in select cities ensuring that 10% of the systems are available as backup per shift i.e. if 100 systems are going to be used, the center shall have 110 working & configured ready to use systems available per shift.
- 15. The service provider shall ensure that all Exam Centers have the prescribed Hardware, Software, Internet and LAN connectivity for conducting Examination.
- 16. The service provider shall ensure that UPS facilities and Generator facility are available at each Exam Centre for un-interrupted power supply.
- 17. The service provider in consultation with ICAI shall carry periodic environment audit (physical and technical) at Exam Centers
 - ➤ Hardware, Operating System, Processor Speed, RAM, Network and Internet connectivity, Keyboards etc.
 - Software Screen resolution, bandwidth for Internet and LAN connectivity, Browser.
 - ➤ Working condition of UPS and Generator.
- 18. The service provider shall ensure suitable packaged drinking water at seats and separate toilet facilities for both boys and girls.
- 19. The service provider shall provide help to candidates/Resource persons/Reviewers also in registration and any other processes in English and Hindi only, through a call center (telephone and e-mail) ensuring service quality in office working hours, i.e. 9 a.m. to 7 p.m. Telephonic helpdesk should be 2 landline numbers with 4-5 lines each so that if one line is busy, the call gets transferred to another line automatically. In nutshell enough phone lines so that no call goes unattended.
- 20. The service provider shall securely upload in encrypted format, the Question Bank with questions of varying difficulty level for both the levels in the system, with a provision to revise it as and when required.
- 21. The portal shall be integrated with payment gateway to receive the fee in ICAI's banking system.
- 22. The service provider shall arrange/ provide adequate displays/banners and arrow

signs and provide required instructions/ information to the candidates appearing for exam at Exam Centers.

- 23. The schedule of examination and number of shifts on a particular date shall be decided in advance in consultation with ICAI.
- 24. The service provider shall ensure the functioning of online test delivery system by conducting adequate mock drills of actual test delivery system and Final mock drill to be conducted a day before actual examination at same time just like simulating the examination day.
- 25. Backup server/s should be properly configured to ensure redundancy in case the primary server fails.
- 26. Arrange for transportation in case of any last minute change of centre.

Examination Phase

1. The service provider shall provide adequately trained manpower as per the ratio mentioned below:

Each Exam Centre of capacity 100 (with 10 buffer) should have a minimum number of personnel, as described below, deployed by the service provider:

I. Centre Superintendent (CS) 1

II. IT Manager −1 per 100 Nodes
 III. Invigilator −1 per 30 systems

IV. Security Guards - Minimum 1 per 100 students

(Suitability needs to be justified with centers)

V. Peons - Minimum 2 per 100 students.

The above staff should be increased proportionately on the basis of size of the center in terms of nodes for exam.

- 2. The service provider shall provide 1 technical personnel at each center for the duration of the examination.
- 3. The questions shall be provided onscreen on a random basis with multiple choice questions with a logic for picking a fixed number of questions for each difficulty level from the chosen module(s), without any manual intervention.
- 4.Exam software should support standard features such as automatic calculation of test score, time left, flag questions for review, navigation to unanswered questions and prompt for submission, deselecting the

answer/option of already answered question.

- 5. The service provider shall complete registration/attendance process of the candidates before start of examination and after that allow candidates to appear for test. Vendor to support adhaar based authentication also.
- 6. The service provider shall arrange/ provide adequate displays and required instructions/ information to the candidates appearing for test at Examination Centers. In case the candidate wants to do calculations on paper, he/she should be provided with A4 size paper(s) that need to be collected on completion of the exam. Initially two sheets be provided and more can be provided if required by the candidate.
- 7. The service provider shall ensure verification of candidate with original documents (Government Photo-Identity Proof with photograph) and admit card of the candidate before the start of home-based test.
- 8. The service provider shall ensure that the signature of the candidate is taken in the attendance sheet. Attendance sheet to be preserved by the service provider for 3 months in scanned and physical form and to be provided as and when required by ICAI.
- 9. The candidate should not be allowed to use any external storage device or run/ open any other application on the system before submitting the test.
- 10. The test engine to allow use of on screen calculator with upto 6 functions, 12 digits and upto two memories and keep the scientific calculator disabled.
- 11. The service provider shall check for all kinds of unfair means usage at test centers and report the same as per format provided by ICAI in a manner/timeframe decided by ICAI.
- 12. The service provider shall record the audio and video of the test center for the entire duration of the test.
- 13. Audio video to be preserved for 3 months from the date of exam and to be shared with ICAI as and when required by ICAI.
- 14. The service provider shall prevent concurrent login of a candidate from multiple devices during the duration of the examination.
- 15. For differently abled students, scribe help facility / extra time will be provided by ICAI. Suitable arrangements to be made at the exam center to cater to

differently abled students.

- 16. The service provider shall maintain audit trails of all activities of the candidate (click by click) during the course of the examination.
- 17. The service provider shall have a contingency plan for student management/shifting in case of any emergency. The system should ensure that the candidate gets the full allotted time. The extra time provided to differently abled candidates is upon the wish of the candidate. The candidate may leave after 2 hours from starting of the exam. System shall be able to maintain audit log. In case of power failure/Internet failure, System shall allow candidate to continue the work from last detailed saved.

Post Examination Phase

- 1. Result to be displayed on screen immediately after the exam. Candidates can submit only after completion of exam duration. Passing criteria is a score of 50% or more. Centre has to ensure proper exist of candidates whose test result has been displayed so that there is minimal disturbance for others as the same centre would be having mix of candidates giving either 2 or 3 hours exam. System shall allow configuration of Passing Criteria, Time duration for Submit Button.
- 2. The Result must be Updated in the SSP through API.
- 3. Result is to be hosted also in students login the service provider website.
- 4. The candidate's responses, photograph, audit trails in encrypted format should be saved automatically from the local server to central server in a secured manner immediately after the exam.
- 5. The service provider shall verify the videos recorded and provide the video clippings to ICAI for the cases of unfair means as and when required.
- 6. The service provider shall provide documented inputs and support for handling.
 - > Candidates' queries
 - > RTI queries
 - Court Cases

NOTE: The service provider will have to carry/ demonstrate complete System Test Run (STR) with test data to the ICAI before implementation of the software. The service provider should also be able to demonstrate click by click audit trail for any type of enquiry.

7. **Test Data Archiving:** The service provider shall archive the result and other examination data for future references after specified time, as per requirement of ICAI.

8. **MIS** generation/ customized reports: The service provider shall provide adequate information from the database to ICAI as per the requirement. ICAI may ask for report of any nature. ICAI should be able to get details through a dedicated dashboard about datewise-citywise-centrewise modulewise count of candidates admitted and appeared.

Responsibilities of the service provider

- 1. The service provider shall create a portal for registration, authentication with the central database of ICAI, generation of admit cards and result with all the data which shall be hosted on the service provider's server/ cloud space.
- 2. Integration of the portal with the central database of ICAI for authenticating the candidates based on the provided business logic.
- 3. The service provider shall be single point of contact with ICAI and shall be solely responsible for the execution and delivery of the work. The service provider will provide examination delivery software.
- 4. The service provider shall ensure the maximum security of processes, infrastructure, servers, networks etc. as per the plan drawn in consultation with ICAI.
- 5. Different versions of Software code should be managed appropriately in a standard version control system within the organization.
- 6. The service provider should own the test cases and regression testing code to produce and to prove that they have done necessary testing of the software to scale up to conduct large scale assessments. Testing should not be limited to system features and functionality. The system used to conduct the exam must be tested for Performance, Security, Usability, High-Availability, Business Continuity, and Disaster-Recovery.
- 7. The service provider should design a highly secure system and conduct security tests to verify that there are no vulnerabilities that can make the system susceptible to attacks. Comprehensive testing of source code, software binaries and the infrastructure must be carried out. Proper security provision for source code shall be maintained.
- 8. The service provider must employ multiple backup systems including offline backups to securely maintain the software and its corresponding source code.
- 9. The service provider should have an in-house quality assurance and product testing team with robust quality management processes that are followed to test and certify the system used to conduct the exam.
- 10. The service provider should design a high-performance system and conduct performance tests to verify successful achievement of high concurrency, fast response time, and long-stress duration required of the system used to conduct the exam.
- 11. The service provider must use appropriate (SSL Layer) encryption for Question Bank.
- 12. Software shall be capable of providing separate question paper to all the

- students by selecting random questions with specified difficulty level from the chosen module(s).
- 13. The service provider shall be responsible for information security (including security of question bank) and server security. Necessary firewalls should be installed on all the server systems. In case of test being conducted at service provider's centers, the service provider shall also take care of physical as well as network security.
- 14. Results would be generated and communicated to the students on their login after the test. They will also get stored in the SSP system database using API and will be provided to ICAI as data dump as and when required.
- 15. Customized MIS Reports shall be provided by the service provider as and when required by ICAI.
- 16. Integration of Payment Gateway to receive the fee as per module and exam city (Indian or Abroad)
- 17. All payment gateway related access on the portal (for fee collection etc.) shall be provided to ICAI.
- 18. Allocation of centers and slots to the candidates in case of center-based test and generation of Admit Card.
- 19. Proper conduct of examination including infrastructure, frisking through Hand-Held Metal Detectors (HHMD), invigilation, checking of admit cards and ID proofs, technical support, peon facilities would be taken care of by the service provider at test centers.
- 20. System Test Run and adequate mock drills.
- 21. Maintaining the security, confidentiality, and integrity of data.
- 22. Provision of Post Examination Analytics Report, as required by ICAI.
- 23. Helpdesk for technical issues for the students.
- 24. Service provider shall adjust/agree in case scheduled exam is cancelled and postponed for another date.
- 25. Suitable emergency management plans towards any crisis situations/ redundancy should be maintained by the service provider. Service provider shall make alternative arrangements for Exam Cancellation/Postponed for any reason. Alternative Centers, Faculty, manpower etc.

Responsibilities of ICAI

- 1. One time Question Bank for all modules with specified difficulty level will be provided by ICAI.
- 2. Question Bank will have to be increased as per system entry and review.
- 3. Structure of question paper (including number of questions to be picked from Easy, Medium, Difficult level) would be provided.
- 4. Sample questions for practice will be provided for upload on the portal.
- 5. Contents of registration form and other webpages would be provided/mutually agreed by ICAI.
- 6. Schedule of tests with dates and timings be fixed in advance.

SECTION-V

INSTRUCTIONS TO BIDDERS

- 1. Every page of the RFP document shall be signed by the bidder or by a person duly authorized by the bidder.
- 2. Bidder shall submit letter of authorization, authorizing the person signing the RFP document on behalf of the bidder.
- 3. All changes, alterations, corrections in the RFP document shall be signed in full by the person(s) signing the RFP document, with date. No eraser and/or overwriting without authentication is/are permissible.
- 4. The complete RFP document along with the documents annexed therewith should be numbered.
- 5. The Bidder shall submit its Bid in two (2) parts, namely, Part-I will contain Technical Bid (as enclosed at Annexure-B) and Part-II will contain Financial Bid (as enclosed at Annexure-C) in separate envelopes. Technical Bid and Financial Bid shall be submitted on the Bidder's letter head. In case, any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.
- 6. Bid shall accompany a covering letter in the prescribed format as given in Annexure-A and shall also have the relevant documents.
- 7. Bidder must submit the original 'Technical Bid' and 'Financial Bid' in separate sealed envelopes and both the sealed envelopes should be put again in another sealed envelope, superscribed therein "Bid for Conducting and Processing of —Self Paced Module Tests.
- 8. The Bids completed in all respects as specified in this RFP document shall be sent/submitted by post/courier to –

The Secretary,

Institute of Chartered Accountants of India

ICAI Bhawan,

Indraprastha Marg,

Delhi, 110002

9. The Bids shall be valid for a period of 90 days from the last date for submission of the Bids.

- 10. The complete bid document should be submitted before due date and time. Bid received after the stated time and date would not be considered and is liable for rejection.
- 11. The ICAI reserves the right to accept/ reject any or all the bid(s). The ICAI takes no responsibility for delay, loss, or non-receipt of response to this RFP.
- 12. A Pre-bid meeting will be held as per date/time/venue hosted on https://www.icai.org/post/icai-eoi-tenders, to brief the prospective service providers about the requirements of ICAI and to clarify their doubts, if any.
- 13. The bidder shall carefully examine and understand the scope of work, specifications/ conditions of RFP and seek written clarifications, if required, to ensure that they have understood the scope of work, specifications/ conditions of RFP Document.
- 14. The bidder should have presence in India with one of their support/ representative office in Delhi/ NCR, until completion of the contract. The bidder shall authorize a representative for interacting with the ICAI during evaluation of the Bid.
- 15. The successful Bidder shall be required to enter into an Agreement with the ICAI, within fifteen (15) days from the date of receipt of letter of intent or within such extended period, as may be specified by the ICAI in this regard.
- 16. Submission of illegible documents shall lead to disqualification of the bidder.
- 17. The bid must be accompanied with Earnest Money Deposit (interest free) for the amount indicated in the Notice Inviting Tender in the form of a Demand Draft/ Pay Order drawn on any Nationalized/ Scheduled Commercial Bank issued in favor of "The Secretary, The Institute of Chartered Accountants of India" payable at New Delhi. Bids not accompanied with EMD shall be summarily rejected.
- 18. If the bidder, after submission, revokes its bid or modifies the terms and conditions thereof during the validity of its bid except where the ICAI has given opportunity to do so, the EMD submitted by Bidder shall, in such case, be forfeited. The EMD of unsuccessful bidders shall be returned within reasonable time, after award of contract.
- 19. The bidder will be required to make a presentation before the selection committee of ICAI. The decision of this committee will be final and binding.
- 20. ICAI will ask bidders to demonstrate free Proof of Concept (PoC) physically as per requirements of ICAI.

- 21. ICAI may at any time cancel or withdraw the invitation to bid without assigning any reason and the EMD submitted by Bidders shall, in such case, be refunded to them.
- 22. The bidders are cautioned that not giving complete information called for in the RFP document or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being summarily disqualified.
- 23. The bidder is advised to attach any additional information, which he thinks is necessary in regard to his capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. He is however, advised not to attach superfluous information. No further information will be entertained after the bid is submitted, unless the Institute calls for it.
- 24. Reference, information and certificates from the respective clients certifying technical, delivery and execution capability of the bidder should be signed and the contact numbers of all such clients should be mentioned. ICAI may also independently seek information regarding the performance from the clients.
- 25. Prices shall be written in both words and figures. In case the price quoted/ written in words and figures are different, the price written in the words shall be valid and binding.
- 26. The successful Bidder shall be required to convey its acceptance of the letter of intent issued by the ICAI, within 7 days of the receipt of Letter of Intent or within such extended period, as may be specified by the ICAI in this regard.
- 27. The successful bidder i.e. Service Provider shall, within 15 days of receipt of Letter of Intent or within such extended time as may be advised, shall submit a Bank Guarantee or Security Deposit for an amount ₹ 2,73,75,000. /- (Rupees Two Crore Seventy Three Lakh Seventy Five Thousand Only) having validity of 90 days beyond the contract period which includes Hand Holding Period/ Defect Curing Period/ guarantee/warranty obligations as Performance Security. In case of extension of contract, the Service Provider shall submit a fresh Bank Guarantee covering the extended period of Contract. On furnishing the Bank Guarantee or Security Deposit, as the case may be, the EMD of the successful bidder shall be returned. Performance Security is liable to be forfeited in case of failure of successful bidder to provide the services within the stipulated period or on breach of terms and conditions of the contract.
- 28. No interest will be paid on EMD/ Security Deposit/ Performance Security.

- 29. Preparation of Bid: The Bidder shall comply with the related information during preparation of the Bid. The Bid and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or overwritings shall be valid only if they are initialled by the authorized person signing the Bid. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or duly authorized person(s) to bind the Bidder to the contract. The letter of authorization shall be supported by written power of attorney and shall accompany the Bid.
- 30. Bidders are not permitted to modify, substitute, or withdraw bids after its submission.
- 31. Submission of Bids: Technical & Financial bids must be submitted in separate sealed envelopes and both the sealed envelopes should be put again in another sealed envelope, superscribed therein "Bid for Conducting and Processing of Self-Paced Module Tests"
- 32. Deadline for submission of Bids: Bids from Bidders, complete in all respects must be received by the ICAI at the address and by the date specified in the RFP.

How to apply:

Bidders may download the prescribed application form from the site, fill up the same and submit it along with the following documents duly signed:

- List of all similar assignments which were successfully handled during the last 5 years and details of the clients.
- List of similar assignments that are being handled at present.
- Organization's information.
- Name and postal address including e-mail ids, telephone, fax numbers etc.
- Copies of original documents defining the legal status, place of registration and principal places of business.
- Names and addresses along with telephone numbers and e-mail ids of the Directors/ officers to be concerned with the work with designation of individuals authorized to act on behalf of the organization.
- Undertaking stating that the bidder has not been blacklisted for any work by Central/ State Government Departments/ PSUs/ Autonomous Bodies/ PPP undertakings/ Private Sector during last three financial years (upto F.Y. 2022-23).
- Information of any litigation in which the applicant was involved during the last financial 3 years including any current litigation; in the format given by ICAI.
- Interest Free, Refundable Earnest Money Deposit by way of a demand draft/ Pay Order drawn in favor of "The Secretary, The Institute of Chartered Accountants of

- India", payable at New Delhi.
- Non-Refundable Cost of RFP document of Rs. 5,000/- (Rupees Five Thousand only) by way of a demand draft/Pay Order drawn in favour of "The Secretary, The Institute of Chartered Accountants of India", payable at New Delhi.
- Documents mentioned in the Eligibility Criteria or any other documents as and when directed by ICAI by issuing Addendums/ Corrigendum.
- Duly filled in Technical Bid in Annexure B along with the documents mentioned therein.

Duly filled in Financial Bid in Annexure -C.

SECTION-VI GENERAL CONDITIONS OF THE CONTRACT (GCC)

1. Application

These general conditions shall apply to the extent that provisions in other parts of the RFP do not supersede them and in case of any conflict, the relevant clauses shall be interpreted harmoniously to make, as far as possible, both the clauses effective and binding. For interpretation of any clause in the RFP or contract, the interpretation/ clarification of the ICAI shall be final and binding on the Bidder.

2. RFP Clarifications

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

3. Amendments in RFP

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

ICAI may issue amendment in the form of addendum/corrigendum during the Bidding period and/ or subsequent to receiving the bids. Any addendum/corrigendum thus issued shall become part of the RFP document and Bidder shall submit 'original' addendum/corrigendum duly signed and stamped in token of his acceptance. For addendum/corrigendum issued during the Bidding period, Bidder shall consider the impact in his Bid. For addendum/corrigendum issued subsequent to receiving the Bids, Bidder shall follow the instructions issued along with addendum/corrigendum with regard to submission of impact on quoted price/revised price, if any.

It shall be the sole responsibility of the prospective bidder or bidder to check the web site of ICAI, from time to time, for any amendments to the RFP document. ICAI shall not be responsible for any failure by the bidder in this regard.

4. CONDITIONS PRECEDENT

Subject to express terms to the contrary, the rights of the bidder and obligations of the ICAI under this RFP shall take effect only upon fulfilment of all the Conditions Precedent set out below. However, ICAI may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the Bidder.

- (i) The Successful Bidder shall be required to accept the LoI/ Work order within 15 days of its issuance.
- (ii) The Successful Bidder shall be required to furnish Performance Security either in the form of Security Deposit or Bank Guarantee to the ICAI within 15. days of issuance of LoI/ Work Order.
- (iii) The Successful Bidder shall be required to execute the Agreement within 7 days of issuance of LoI/ Work Order.

The parties may by mutual agreement extend the time for fulfilling the Conditions Precedent. In the event of the Successful Bidder failing to fulfil the Conditions Precedent, ICAI shall not be liable in any manner whatsoever to the Successful Bidder and ICAI shall forthwith forfeit the EMD amount, Performance Security, or any amount due and payable by ICAI to the Bidder.

5. Company

The full particulars of the composition of the company in detail should be submitted along with name(s) and address(es) of the Directors, Articles of Association & Memorandum of Association / Power of Attorney/Certificate of Incorporation/Board Resolution and/or any other relevant document.

6. Representations and Warranties

The Bidder represents and warrants to ICAI that:

- a) It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this RFP and to carry out the transactions contemplated hereby;
- b) It has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this RFP and to validly exercise its rights and perform its obligations under this RFP;
- c) It has the financial standing and capacity to undertake the Project in accordance with the terms of this RFP;
- d) In providing the Services, it shall use reasonable endeavors not to cause any unnecessary disruption to ICAI's normal operations.
- e) This RFP has been duly executed, filled and submitted by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this RFP shall be legally valid, binding and enforceable against it in accordance with the terms hereof;

- f) The information furnished in the tender documents and as updated is true and accurate in all material respects and nothing is suppressed or misrepresented;
- g) The execution, delivery and performance of Agreement arising out of this RFP shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- h) There are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this RFP or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this RFP;
- i) It has committed no violation or default any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this RFP and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this RFP;
- j) It has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this RFP;
- k) It and its personnel have the necessary experience, skill, knowledge and competence to perform the Services.
- 1) No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fee, commission or otherwise for entering into Agreement arising out of this RFP or for influencing or attempting to influence any officer or employee or Council Member of ICAI in connection therewith.
- m) No representation or warranty by it contained herein or in any other document furnished by it to ICAI or its Employee or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading.

7. Disqualifications

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

8. Right to Accept Bid

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

- a) Accept or reject any of the proposals, without assigning any reasons thereof.
- b) Request clarification from bidders.
- c) To accept any Bid in whole or in part.
- d) Reject the whole process.

9. Earnest Money and Performance Security

Interest Free, Refundable sum of INR Rs. ₹ 36,50,000 (Thirty Six Lakh Fifty Thousand) only) as Earnest Money Deposit (EMD) in the form of Demand Draft/Pay Order drawn on any Nationalized/ Scheduled Commercial Bank in favour of "The Secretary, The Institute of Chartered Accountants of India" payable at New Delhi shall be furnished by the Bidder along with the Bid.

Earnest Money Deposit (EMD) is liable to be forfeited in case:

- a) The bidder modifies its application price any time after submission of Bid and after being declared as successful bidder.
- b) the bidder withdraws its/ his offer/bid during the period of tender validity.
- c) Bidder does not respond to requests for clarification of their Bid or fails to co-operate in the Bid Evaluation Process.
- d) of a non-acceptance of Letter of Intent/ Work Order by the successful Bidder within the stipulated time.
- e) The bidder fails to furnish requisite performance security within stipulated time from the award of the work/ issue of Letter of Intent/ Work Order.
- f) the successful bidder refuses/ fails to execute the Agreement within the stipulated time frame.

- g) the bidder is found to be indulged in Canvassing or indulged in fraud, corruption, Bid Rigging, Collusive Bidding, or any of the corrupt practices in any form in connection with RFP.
- h) the bidder is found to be suppressing the information or furnishing wrong information or providing information which is misleading, false etc. and/or submitting documents which are fabricated or forged..
- i) the successful bidder fails to honour or refuses to comply with or modifies any or all terms and conditions of the RFP/Tender.

The EMD of unsuccessful bidder shall be returned only after finalization of the tender process. No interest shall be paid on the amount of Earnest Money Deposit and Performance Security.

The successful Bidder shall furnish to ICAI performance security for an amount equivalent to 10% of Contract value in the form of bank guarantee/security deposit issued by a Nationalized/ Scheduled Commercial Bank having validity of 90 days beyond completion of Contractual obligations including hand holding period/ defect cure liability or any guarantee/warranty obligations in favour of 'The Secretary, The Institute of Chartered Accountants of India" payable at New Delhi within fifteen (15) days of the receipt of the Letter of Intent. On the receipt of Performance Security, EMD will be refunded/ returned to the successful Bidder. Performance Security is liable to be forfeited in case of failure of successful bidder to provide the desirable services within the stipulated period or on breach of terms and conditions of the contract.

In addition to other terms and conditions contained in the RFP, Performance Security including any amount due and payable by ICAI to the Service Provider is liable to be forfeited in the following conditions also:

- a) the successful bidder modifies its application price any time after being declared as successful bidder
- b) the successful bidder withdraws its/ his offer during the period of agreement.
- c) the successful bidder refuses/ fails to execute the Agreement within stipulated time.
- d) the successful bidder fails to perform the work to the satisfaction of the ICAI.
- e) the successful bidder is found to be indulged in Canvassing or indulged in fraud, corruption, Bid Rigging, Collusive Bidding, or any of the corrupt practices in any form in connection with tender.
- f) the successful bidder is found to be suppressing the information or furnishing wrong information.
- g) the successful bidder fails to honour or refuses to comply with or modifies any or all terms and conditions of the Agreement/ Work Order/ LoI or places any additional condition subsequent to declaration of successful bidder at the time of accepting Letter of Intent/Work order or thereafter at any stage.
- h) the successful bidder fails to develop, test and commission the portal or delays beyond given timeline in incorporating suggested modifications/ changes or fails to meet the quality specifications or fails to rectify technical difficulties and carry out

- maintenance within specified time.
- i) Successful Bidder fails to make good the deficit of Performance Security within 15 days of the notice of demand.
- j) the successful bidder/ service provider assigns or sub-lets the work under the contract without the prior written permission from the ICAI
- k) On failure to pay the Liquidated Damages and/ or Penalty within the stipulated time.

10. No Liability:

In any event, the ICAI shall owe no responsibility or liability of any kind arising out of or incidental to the performance of duties by the employees/workers of Service Provider or its Contractors/Sub-Contractors or otherwise, at the said venue or outside thereof, including any liability due to any accident or injury or death caused to or suffered by any employee of Service Provider or its Contractors/Sub-Contractors or any other health or medical liability or compensation, all of which shall be the sole responsibility of Service Provider.

In case of any loss that might be caused to ICAI due to any lapse on the part of Service Provider or its employees or its Contractors/Sub-Contractors or their workers, discharging assigned duties and responsibilities, the same shall be borne by Service Provider and in this connection, the ICAI shall have the right to deduct appropriate amount from the bills/Performance Security or any amount due and payable by ICAI to the Service Provider to make good such loss to ICAI.

This RFP and other related processes including execution of the work is being initiated by ICAI and therefore any dispute, difference or claims or litigation of any nature whatsoever, if any, shall be by and between the ICAI and the bidders. The bidder shall have no right to initiate any dispute, claim or litigation of any nature whatsoever in any court of law or resort to arbitration against office bearers and any person associated with the ICAI.

11. Statutory Compliance:

The Service Provider shall be responsible for complying with all the applicable laws/bye laws/regulations in force from time to time and shall bear all statutory liabilities with respect to the workers/personnel engaged by it or through Contractor/Sub-Contractors for performance of the work of the event. The Service Provider shall also obtain all necessary permissions/ certificates/ NOCs for execution of the work on behalf of ICAI from the statutory/government bodies, if required.

12. Relationship:

Nothing contained in this RFP Document or Agreement arising thereunder shall be

construed as constituting a partnership, joint venture, or agency between ICAI and the Service Provider. The same is specific and limited to the covenants as herein contained. There shall be no Employee and Employer or Master and Servant relationship between the personnel deputed by the Service Provider for carrying out the work and ICAI. The Service Provider shall be solely responsible for all the claims of its personnel and shall ensure that its personnel do not make any claims whatsoever against ICAI. ICAI shall have no liability in this regard. It shall be the duty of the Service Provider to communicate in unequivocal terms the provisions of this clause to its personnel.

13. Governing Laws

The construction, validity, and interpretation of this RFP and Agreement shall be governed by the laws of India.

14. Foreclosure

If at any time after acceptance of the tender, the ICAI decides to abandon or reduce the scope of the works for any reason whatsoever and hence does not require the whole or any part of the services to be carried out, it shall inform the service provider in writing to that effect and the Service Provider shall have no claim to any payment or compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the services in full but which he did not derive in consequence of the foreclosure of the whole or part of the services under the contract.

15. Conflict of Interest

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

16. Confidentiality

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

The successful bidder shall, at all times, during the continuance of the Contract or otherwise (i) keep all Information confidential and accordingly shall not disclose any such Information to any third party under any circumstances; (ii) not use or cause the use of any

Information for any purpose whatsoever other than that contemplated under this Contract; (iii) take all care to ensure that all persons including the officials as well as employee(s) of the successful bidder who handle the Information keep(s) the same confidential and not use the same except for the purposes for which it is meant.

The obligations of the Service Provider under this clause shall survive the termination of the contract.

17. Standards of Performance

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

18. Assignments

The Service Provider shall not assign/outsource the work to any other Agency/individual, in whole or in part, to perform its obligation under the Contract, without the prior written consent of ICAI. Any assignment or sub-letting of work by the Successful bidder with prior permission of ICAI shall not amount to absolving it in any manner from its liabilities, responsibilities, duties etc. casted upon it in the instant RFP.

19. Liquidated damages

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

- i. Delay beyond stipulated period in the development and commissioning of portal.
- ii. Delay beyond given timeline in incorporating suggested modifications/changes.
- iii. Failure to meet the quality specifications within the given time frame.
- iv. Failure to rectify technical difficulties and carry out maintenance in given time.

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

20. Period for Commissioning and Development of Portal

The development, testing and commissioning of portal shall be completed within fifteen

(15) days from the receipt of the Letter of Intent.

21. Indemnity

The Service Provider shall keep ICAI indemnified against all actions, suits and proceedings and all and any costs, charges, expenses, loss or damage incurred, suffered, caused to/sustained by ICAI by reason of infringement of intellectual property rights of third party or any default or breach or lapse or negligence or non-observance of any rules, regulations, laws, byelaws etc. or non-performance or any non- payment by/on behalf of Service Provider.

The Service Provider shall, at its own expense, defend, indemnify, and hold ICAI harmless for damages, liabilities, claims, losses, costs, demands, suits, actions, and reasonable expenses (including but not limited to reasonable attorneys' fees and settlement costs) (collectively, "Damages") arising out of or related to any third party suits or claims brought against ICAI (i) arising out of or related to the Service Provider's violation of any applicable laws, gross negligence, or willful misconduct, or (ii) arising out of or related to any physical damage to property, or personal injury or death, caused by Service Provider or any of its Affiliates, officers, directors, and employees.

If any action in any court of law is brought by a third party against ICAI or any of its representatives/ officers for the failure or neglect on the part of Service Provider to perform any acts, matter, covenants or things under the Contract, or for any damage or injury caused by the alleged omission or negligence on the part of Service Provider, its agents/ representatives or employees, Service Provider shall in all such cases be responsible and indemnify and keep ICAI and/ or its representatives/ officers harmless from all losses, damages, expenses or decrees arising out of such action.

22. Payment Terms

The Service Provider shall raise the bill after completion of work on monthly basis, to the ICAI. The ICAI, on verification of the same, shall release the amount to Service Provider within 30 days from the receipt of bill. However, the payments to Service Provider would be strictly based on the Certification by the ICAI that the services provided by Service Provider are satisfactory. Any deficiency in service will be dealt as per the terms of the contract and penalty will be levied accordingly.

Any payment shall be subjected to TDS.

23. Term

The contract shall be initially valid for a period of three (3) years from the date of Agreement/Contract. If the parties so desire, the period of contract may be extended further on mutually agreed terms.

24. Termination

Either party may terminate the contract by giving **90 days prior written notice** of termination to the other without assigning any reason.

In addition to other provisions of this RFP, the ICAI may, by giving 15 days advance written notice to the Service Provider, terminate the contract for any of the following -

- for Default to perform obligations under the Contract or if the quality is not as per the specifications/satisfaction of the ICAI or in the event of non-adherence to time schedule by the Service Provider;
- becomes incapable of or unable to perform the Contract; death or dissolution of Service Provider or commencement of liquidation or winding up proceedings or appointment of a Receiver or insolvency of the Service Provider;
- Service Provider assigns or sub-lets the work under the contract without the prior written permission from the ICAI
- Service Provider violating any of the terms and conditions of the contract

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

25. Consequences of Termination

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

26. Resolution of Disputes

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

27. Jurisdiction

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

28. Severability

In the event that any provision of this Tender shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Tender shall be determined to be unlawful or otherwise unenforceable, the remainder of the Tender shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Tender to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

29. Waiver

Any delay or failure on the part of ICAI in exercising its rights under this RFP shall not be considered as a waiver of such right, remedy or provision available under the same.

30. Fall Back Arrangements

In case of breach of terms of the Tender/RFP committed by the successful bidder, the ICAI may terminate the Order by giving 15 days notice and may inter alia further award work to any other supplier at the risk and cost of the defaulting supplier. In such case, any higher price to be paid by ICAI to the newly appointed supplier shall be recoverable from the defaulting supplier by invoking the Bank Guarantee.

31. Force Majeure

Notwithstanding anything contained in the RFP, the Service Provider shall not be liable for liquidated damages or termination for default, if and to the extent that the delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the parties and not involving the fault or negligence of the parties and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos.

Force Majeure inter alia shall not include

- a) Any event which is caused by the negligence or intentional action of a Party or such Party's Sub Agency or agents or employees, nor
- b) Any event which a diligent Party could reasonably have been expected to both-
 - Take into account at the time of the conclusion of the Agreement, and Page 36 of 51

- Avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

The decision of the ICAI, regarding Force Majeure shall be final and binding on the Service Provider. If a Force Majeure situation arises, the Service Provider shall promptly notify to the ICAI in writing of such conditions and the causes thereof. Unless otherwise directed by the ICAI in writing, the Service Provider shall continue to perform its obligations under the agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In case a force majeure conditions exists for a period more than 15 days, ICAI may terminate the Contract.

SECTION-VII

BID OPENING, EVALUATION PROCESS AND SELECTION PROCEDURE

Evaluation criteria will be based on evaluation of the bidder meeting the technical qualification (including eligibility criteria) and subsequently evaluation of financial bid. The evaluation shall consist of following phases:

Phase I – Evaluation of Technical bid

Phase II – Evaluation of Financial bid following QCBS Method (on Financials provided for the required scope of work)

It is mandatory for the bidder to qualify all the technical qualifications (including eligibility criteria) to be technically qualified and for being considered for opening of their Financial Bid and evaluation thereof.

Phase I: Evaluation of Technical Bid

Detailed technical evaluation shall be carried out and other conditions in the RFP document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to the eligibility criteria and terms and conditions of the tender without any material deviation.

The evaluation committee may call the responsive service provider(s) who comply all terms and conditions of the tender for discussion and presentation to facilitate and assess their understanding of the scope of work and its execution. The service provider should give a detailed presentation on how their technology is best suited for ICAI.

Minimum score required for financial bid consideration is:

- a. 60% of Company Presentation/System Prototype/POC score and
- b. 60% of Maximum Technical Score

Phase II: Evaluation of Financial Bid

The financial bid shall be opened of only those Bidders who have been found to be technically eligible. The financial bids shall be opened in presence of representatives of technically eligible Bidders, who may like to be present. ICAI shall inform the date, place and time for opening of financial bid.

Final Proposal shall be given scoring as below.

Technical Bid will be assigned a Technical score (Ts) out of a maximum of 100 points as per the technical evaluation criteria.

The bidder who has quoted the lowest price will be assigned a score of 100 in the financial bid. The other bidders will be allotted score relative to the score of bidder with the lowest quote as below:

$$F_S = 100 * F_L / F$$

Where:

Fs = The financial score of the Financial Proposal under consideration

 F_L = The price of lowest priced Financial Proposal

F =The quoted price of Financial Proposal under consideration

The lowest priced Financial Proposal will be determined by taking the sum of all the quoted prices.

Combined QCBS Evaluation

The score of technical proposal would be given 80% weightage, and the financial proposal would be given 20% weightage. The weighted combined score of the Technical bid including presentation (Ts), and Financial proposal (Fs) shall be used to rank the bidders on the basis of formula given as below:

Combined Score =
$$80\% * (Ts) + 20\% * Fs$$

Bidder with highest Combined Score shall be declared selected Bidder.

If two or more Bidders/ organizations reach up to the same final score, the Bidder with more marks in technical evaluation shall be selected. After short listing based on eligibility criterion, QCBS (Quality & Cost Based System) of bidding would be followed. The Technical bid will be evaluated by the evaluation committee set-up by ICAI.

$\label{thm:condition} \textbf{Technical Qualification \& Marking Scheme:}$

Serial No.	Criteria	Score	Documents Required				
(A)	Bidder's Profile	15					
	Financial Capability						
	Annual Turnover each year for the		A dita d Einan ai al				
1	period FY 20-21,21-22 and 22-23.		Audited financial				
1	Rs. 50 - 100 Crores	5	statements(Reports) to be attached				
	200 to > Rs. 100 Crores	8	anaciicu				
	> Rs. 200 Crores	10					
	Overall staff on bidder's payroll						
	Project Management, Development,						
	Quality Assurance, Implementation &						
_	Operations		Declaration on Letter Head				
2	<100	2	along with EPF certificate				
	100 to <250	3	Proof				
	250 to < 500	4					
	>500	5					
(B)	Bidder's Certifications	5					
(D)	CMMi level 3	3	Certification proof along				
	CMMi level 5 in Service or	<u> </u>	with result on CMMI				
	Development Anyone	4	website cmmiinstitute.com/pars to				
	CMMi level 5 in Service and						
1	Development Both	5	be submitted.				
	Bidder's Geographic Presence,						
(C)	Existence & own Infrastructure	10					
(C)	(Offices/Test centers) availability	10	List of office addresses along with GST certificates				
	100-<150 Cities	5					
1	151- <200 Cities	8	to be submitted				
1	>=200 Cities	10					
	Bidder's Experience in Online						
(D)	exam Conduction	20					
			Work Order of any Govt./				
	5 Years - <10 years	3	PSU department for conduction of online exam				
1	10 Years - 15 years	4	to be submitted				
	> 15 years	5					
2	The Bidder experience in conducting						
	a Computer Based Test for more						
	than 10 Thousand candidates in a						
	single shift						
a	Upto 10 Thousand	2	Completion certificate of any				
	10001 to 99999	3	Govt/PSU department exam				
	1-5 Lakhs candidates with above	J	to be submitted				
		4	to be submitted				
	criteria						
	>5 Lakhs candidates with above	5					
	criteria						
b	Conduct of CBT at various districts						

	across India		
	Less than 300	3	
	300-500 districts	4	
	> 500 districts	5	
	Primary Data Center with Secondary DC site, owned/outsourced by the bidder for data Security.		Declaration in case of owned or group company Data centre and proofs in case of outsourced Data centre
c	Primary DC infrastructure with Secondary DC outsourced by the bidder	3	
	Primary DC infrastructure with Secondary DC owned by the bidder	5	
(E)	Company Presentation/System Prototype/POC	50	Details of POC/System Demo shall be shared with Bidders.
	Total	100	

ANNEXURE-A COVERING LETTER (ON THE BIDDER'S LETTER HEAD)

DATE:

Dear Madam/Sir,

Sub: OUESTION BANK SYSTEM AND COMPUTER BASED TEST AT CENTRES FOR SELF PACED LEARNING

drawn on Bank Branch.	With reference to your RFP Document dated published in
hereby, offer our proposal for the subject worksand are in full conformity with the said RFP. I/ We have read the provisions of RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our bid shall not be given effect to and will make my/ our bid liable to be rejected summarily along with ensuing consequences as per the terms of the RFP. I/We agree to abide by the terms and conditions of this Bid, including this letter, the Technical and Financial Bid, the duly notarized written power of attorney, and all attachments and it shall remain binding upon us and may be accepted by you at any time before the expiry of the validity period. I/We confirm having enclosed herewith following: - Towards Earnest Money of INR by Demand Draft NoDated	newspaper/Website dated, I/we, M/s
said RFP. I/ We have read the provisions of RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our bid shall not be given effect to and will make my/ our bid liable to be rejected summarily along with ensuing consequences as per the terms of the RFP. I/We agree to abide by the terms and conditions of this Bid, including this letter, the Technical and Financial Bid, the duly notarized written power of attorney, and all attachments and it shall remain binding upon us and may be accepted by you at any time before the expiry of the validity period. I/We confirm having enclosed herewith following: - Towards Earnest Money of INR/- by Demand Draft NoDated	having examined the RFP and understood their contents,
Technical and Financial Bid, the duly notarized written power of attorney, and all attachments and it shall remain binding upon us and may be accepted by you at any time before the expiry of the validity period. I/We confirm having enclosed herewith following: - Towards Earnest Money of INR/- by Demand Draft NoDated drawn on	said RFP. I/ We have read the provisions of RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our bid shall not be given effect to and will make my/ our bid liable to be rejected summarily along with ensuing consequences as
Fowards Earnest Money of INR	Technical and Financial Bid, the duly notarized written power of attorney, and all attachments and it shall remain binding upon us and may be accepted by you at any
drawn on Bank Branch. ——— Towards Cost of RFP of INR(Non-Refundable)/- by Demand Draft No	I/We confirm having enclosed herewith following: -

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

I/We hereby declare that all the information provided, and statementsmade in the proposal and in the Appendices, Annexures, Declarations etc. is true and correct and all documents accompanying such proposal are true copies of their

respectiveoriginals and accept that any misinterpretation, suppression of facts or false information contained in it may lead to our disqualification.

I/We shall make available to the ICAI any additional information it may deem necessary or require for supplementing or authenticating the proposal.

I/We acknowledge the right of the ICAI to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

I/We certify that in the last 3 years, I/ we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.

I/We understand that ICAI may cancel the Selection Process at any time and that ICAI is neither bound to accept any proposal that it may receive nor to select the Agency, without incurring any liability to the applicants.

I/We further certify that no investigation by a regulatory authority is pending either against us or against our associates or against our CEO or any of our Directors/Managers/employees.

ICAI and its authorized representatives are hereby authorized to conduct any enquiry to verify the statements, documents and information submitted in connection with this application/offer and to seek clarification from our bankers and clients regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any Institution referred to in the supporting information to provide such information as deemed necessary and as requested by ICAI to verify the statement and information provided in this application such as the resources, experience and competence of the applicant.

ICAI and its authorized representatives may contact the following person for information:-

This application/ Bid is made/ submitted with full understanding that:

(a)Bids of applicants will be subject to the verification of all information

submitted for appointment at the time of bidding.

- (b) ICAI reserves the right to:
- Amend the scope and
- Reject or accept any Bid, cancel the appointment process and reject all Bids

I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Project or work is not awarded to me/us or our proposal is not opened or rejected.

I/We have studied RFP and all other documents carefully. I/ We understand that I/ we shall have no claim, right or title arising out of any documents or information provided to me/ us by the ICAI or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the contract.

I/ We understand that ICAI is not bound to accept any proposal received by it.

I/ We agree and undertake to abide by all the terms and conditions of the RFP Document.

Signature of Authorized Signatory (in full and initials): Name and title of signatory: Duly authorized to sign this Bid for and on behalf of Name of Firm: Address:

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

ANNEXURE-B TECHNICAL BID

(On the Letterhead of the Bidder)

- 1. Name of the Individual /Firm/Company:
- 2. Physical address:
- 3. Address of the company/Firm (Pl. Enclose Proof):
- 4. Contact details (Telephone/email)
- 5. Date of incorporation/registration (Pl. Enclose proof., if applicable)
- 7. Net worth of the company/firm ((Pl. Enclose Proof, If applicable):
- 8. Name(s) of the directors:
- 9. Names of the major customers:
- 10. Details of similar assignments handled in the past (Pl. Enclose Proof):
- 11. Current similar assignments on hand (Pl. Enclose Proof):
- 12. Details of turnover for the past 3 years i.e. 2020-21, 2021-22, 2022-23 (Pl. Enclose Proof):
- 13. Attach copies of audited annual accounts for the past 3 years
- 14. Number of employees:
- 15. Number of technical personnel:
- 17. Persons authorized by the company to execute documents on its behalf, with ICAI
- 18. PAN Number (Pl. Enclose Proof):
- 19. GST Registration Certificate (Pl. Enclose Proof, if Applicable):
- 21. CMMI Certification (Pl. Enclose Proof, if Applicable)

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

Place:	
Date:	

Signature of the Authorized Signatory of Bidder Full Address

DECLARATION - I

Declaration of Integrity and No Conflict of Interest (On the Letter Head of the Bidder)

I/ We hereby declare that I/ We shall -

- a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.
- b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- c) Not indulge in any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness, and progress of the procurement process.
- d) Not misuse any information shared between the Procuring Entity i.e., ICAI and the Bidders with an intent to gain unfair advantage in the procurement process.
- e) Not indulge in any coercion, including impairing or harming or threatening to do the same, directly, or indirectly, to any party or to its property to influence the procurement process.
- f) Not obstruct any investigation or audit of a procurement process
- g) Disclose conflicts of interest, if any, and
- h) Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest: -

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Bidder may be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to,

a) Have controlling shareholders in common; or

b) Receive or have received any direct or indirect subsidy from any of them.

c) Have the same legal representatives for purposes of the Bid; or

d) Have a relationship with each other, directly or through common third parties, that puts

them in a position to have access to information about or influence on he Bid of

another Bidder or influence the decisions of the Procuring Entity regarding the bidding

process or

e) The Bidder participates in more than one Bid in a bidding process. Participation by a

Bidder in more than one Bid will result in disqualification of all Bids in which the Bidder

is involved. However, this does not limit the inclusion of the same subcontractor, not

otherwise participating as a Bidder, in more than one Bid: or

f) The Bidder or any of its affiliates participated as a consultant in the preparation of

the design or technical specifications of the Goods, Works of Services that are the

subject of the Bid; or

For an on behalf of Signature (with seal)

Name of the Person Designation

Name of the Person

Designation

Date:

Place:

(Authorised Representative/Signatory)

Declaration by the Bidder regarding Qualifications (On the Letter Head of the Bidder)

In	relation	to	my/our	Bid	submitted	to	the	Institute	of	Chartered
Acco	untants of Ind	ia for	••••	• • • • • • • • • • • • • • • • • • • •	• • • • • • • • • • • • • • • • • • • •	in	respo	nse to thei	r Not	ice inviting
Bids l	pearing Ref. N	No.: IC	AI/RFP/	: 2023	B Dated			2023.		I/We
hereb	y declare that:	:								
1.	I/We posses	ss the n	ecessary pro	fessional,	technical, fin	ancial	and	manageria	ıl res	ources and
com	petence requi	red by tl	he Bidding D	ocument i	ssued by the I	Procur	ing Eı	ntity.		
2.	I/We have f	ulfilled	my/our oblig	ation to p	ay such of the	e taxes	paya	ble to the	Unio	n and State
Gov	ernment or an	ny local a	authority as s	pecified ii	n the Bidding	Docun	nent.			
3.	I/We are not	t insolve	ent, in receive	rship, ban	krupt or being	g wou	nd up	, not havin	ıg my	/our affairs
adn	ninistered by a	Court	or a judicial o	fficer, not	have my/our	busin	ess ac	tivities sus	spend	led and not
the	subject of lega	l procee	dings for any	of the for	egoing reason	ıs.				
4.	I/We do not	have, ar	nd our directo	ors and off	icers not have	been o	convi	cted of any	crim	inal offence
related to my/our professional conduct or the making of false statements or misrepresentations as to							ations as to			
my/our qualifications to enter into a procurement contract within a period of three years preceding the						eceding the				
commencement of this procurement process, or not have been otherwise disqualified pursuant to						oursuant to				
deb	arment procee	edings.								
5. I/we do not have a conflict of interest that affects fair competition.										
Date	e:				(Sigr	nature	of bid	der)		
Plac	e:					Nar	ne			

Designation Address

DECLARATION-III (On Original Letter Head of the Bidder)

The Secretary,

The Institute of Chartered Accountants of India,

'ICAI BHAWAN', Post Box Number 7100, Indraprastha Marg New Delhi-110002				
Dear Sir,				
Sub: Tender for				
In terms of the requirements of the Tender Nodatedwe hereby undertake as under:-				
1. That we are not involved in any major litigation that may have an impact on compromising the delivery of services or affect in supplying the manpower services as required under this tender.				
 That we are not blacklisted by any Central/State Government/Public Sector Undertaking / Autonomous Bodies under Central/State Government/Multinational Companies or by an Other Organization during the last 5 years from today. 				
3. That we are registered with the appropriate Government under The Contract Labour (Regulation and Abolition) Act, 1970 and hold a valid license under the said Act.				
(Signature of Authorized Person)				
Name: Designation:				
Designation: Date:				
Place:				
Office Seal:				

Witness with Signature:

Business Address:

1) Name & Address:

2) Name & Address:

ANNEXURE-C FINANCIAL BID

OUESTION BANK SYSTEM AND COMPUTER BASED TEST AT CENTRES FOR SELF PACED LEARNING

S. No.	Particulars	Rate in INR Per Candidate Per Attempt (in figure)	Rate in INR per Candidate Per Attempt (in words)
1	Conduct of computer-based examination at service provider's test centers (F)		

Examination services are exempt from GST.

Date: Place:

Signature of the Authorized Signatory of Bidder Full Address