

## **REQUEST FOR PROPOSAL (RFP)**

**FOR DEVELOPMENT, COMMISSIONING AND MAINTENANCE OF  
SOFTWARE UTILITY FOR INDIAN INSTITUTE OF INSOLVENCY  
PROFESSIONALS OF ICAI (IIPI)**

Technical & Financial Bid

Issued on: 26<sup>th</sup> December 2023

INDIAN INSTITUTE OF INSOLVENCY PROFESSIONALS OF ICAI (IIPI)

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## SECTION-I TENDER NOTICE (WEBSITE)

Unconditional sealed proposals are invited by IIPI in two sealed covers (Technical and Financial bids) from reputed and experienced service providers for DEVELOPMENT, COMMISSIONING AND MAINTENANCE OF SOFTWARE UTILITY FOR Inspection, Grievance and Disciplinary Mechanism of IIPI.

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

1.	NAME OF THE PROJECT	DEVELOPMENT, COMMISSIONING AND MAINTENANCE OF SOFTWARE UTILITY FOR Inspection, Grievance and Disciplinary Mechanism of IIPI.
2.	SCOPE OF WORK	AS PER SECTION IV
3.	Selection Method	Quality Cum Cost Based Selection (QCBS Method) as given in Section III
4.	COST OF RFP DOCUMENT	(INTEREST FREE AND NON-REFUNDABLE) TENDER FEE OF RS. 1000/- (ONE THOUSAND ONLY) IN THE FORM OF DEMAND DRAFT/ PAY ORDER DRAWN ON ANY NATIONALIZED/SCHEDULED BANK IN FAVOUR OF INDIAN INSTITUTE OF INSOLVENCY PROFESSIONALS OF ICAI PAYABLE AT NEW DELHI
5.	EARNEST MONEY DEPOSIT	EARNEST MONEY DEPOSIT ( <i>interest free &amp; refundable</i> ) OF RS. 50,000/- (RUPEES FIFTY THOUSAND) IN THE FORM OF DEMAND DRAFT/PAY ORDER DRAWN ON ANY NATIONALIZED/SCHEDULED BANK IN THE NAME OF INDIAN INSTITUTE OF INSOLVENCY PROFESSIONALS OF ICAI PAYABLE AT NEW DELHI
6..	AVAILABILITY OF RFP DOCUMENT	AT IIPI'S WEBSITE <a href="http://www.iiipical.in">www.iiipical.in</a>
7	LAST DATE, TIME, AND ADDRESS FOR SUBMISSION OF	15 <sup>th</sup> JANUARY 2024 UPTO 5:00 P.M. ADDRESSED TO: MANGING DIRECTOR

	TENDERS	INDIAN INSTITUTE OF INSOLVENCY PROFESSIONALS OF ICAI
		<p>ICAI Bhawan, A-29, <b>Sector 62, Noida 201309</b>, Dist. Gautam Budh Nagar (U.P.), India</p> <p>Tenders may be dropped in the Box placed at the Ground floor of the Reception of the IIPI, Hostel Block at IIPI Bhawan, A-29, Sector 62, Noida 201309</p> <p>Alternatively, Tenderers may send the tender documents through Speed Post or Registered Post so as to reach the office before the last date of submission. IIPI will not be responsible for any postal delay in receipt of tender documents.</p>
7.	DATE OF OPENING THE TECHNICAL BID (COVER I), PRE-BID MEETING	<p>Applicants may send their query through emails at <a href="mailto:cfo.iiipi@icai.in">cfo.iiipi@icai.in</a> latest by 12<sup>th</sup> January 2024 with subject line "Ref. Request for Proposal for IIPI."</p> <p>Pre-Bid Meeting: would be held on 10th January 2024 through Video Conference (through Zoom App) using link :</p> <p><b>Microsoft Teams meeting</b>  Join on your computer, mobile app or room device  <a href="#">Click here to join the meeting</a>  Meeting ID: 459 147 472 049  Passcode: RcAhFo</p> <p>DATE OF OPENING THE TECHNICAL BID WILL BE INFORMED THROUGH <a href="http://www.iiipicai.in">www.iiipicai.in</a></p>
8.	DATE OF OPENING THE FINANCIAL BID (COVER II)	AFTER EVALUATING THE TECHNICAL BIDS ON THE GIVEN PARAMETERS, THE FINANCIAL BIDS OF SUCCESSFUL BIDDERS WILL BE OPENED ON SAME DAY OR ANY OTHER DAY AS PER DISCRETION OF IIPI AS NOTIFIED / INFORMED.
9.	GST	GST WILL BE PAID EXTRA
10.	TERM	DEVELOPMENT OF PORTAL SHALL BE COMPLETED WITHIN 120 DAYS OF ISSUING LETTER OF AWARD AND ANNUAL MAINTENANCE CONTRACT (AMC) SHALL BE FOR A PERIOD OF 3 YEARS SUBJECT TO

		<p>SATISFACTORY PERFORMANCE, TO BE REVIEWED EVERY YEAR. AMC WOULD COMMENCE AFTER 3 MONTHS OF THE PORTAL GOING LIVE.</p> <p>DEVELOPMENT OF THE PORTAL NEEDS TO BE DONE IN 2 PHASES</p> <p><b>Phase 1</b> Development of Grievance and Disciplinary Mechanism</p> <p><b>Phase 2</b> - Development of Inspection Module.</p>
11.	Performance Security	<p>SUCCESSFUL BIDDER NEEDS TO SUBMIT PERFORMANCE SECURITY EQUIVALENT TO 10% OF THE CONTRACT VALUE BY WAY OF DEMAND DRAFT/PAY ORDER FAVOURING 'INDIAN INSTITUTE OF INSOLVENCY PROFESSIONALS OF ICAI .IT WILL REMAIN VALID FOR A PERIOD OF 90 DAYS BEYOND CONTRACT PERIOD WHICH INCLUDES GUARANTEE/WARRANTY OBLIGATIONS AND DEFECT CURING PERIOD, DEVELOPMENT AND COMMISSIONING PERIOD</p>
12.	SUBMISSION OF BIDS	<p>TECHNICAL AND FINANCIAL BIDS SHALL BE KEPT IN TWO SEPARATE SEALED ENVELOPES SUPERSCRIBING 'TECHNICAL BID' AND 'FINANCIAL BID' AND THE TWO BIDS BE PLACED AGAIN IN A SINGLE ENVELOPE SUPERSCRIBED 'BID FOR DEVELOPMENT, COMMISSIONING AND MAINTENANCE OF SOFTWARE UTILITY FOR IIIPI'.</p>

**Note:**

1. A Bidder is not allowed to submit more than one Bid.
2. The bidder should have a valid GST registration number and meet all legal requirements.
3. Any amendment/ corrigendum to the RFP document shall be posted on the IIIPI's Website [www.iiipicai.in](http://www.iiipicai.in)
4. The IIIPI reserves the right to call for any other details or information from any of the Bidders.
5. IIIPI 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

and/or vary all or any of these terms and conditions or replacefully or partly for whole process and/or for particular bidder or vary all or any of these terms and conditions or modify without assigning any reasons whatsoever. In this regard, the decision of IIIPI shall be final and binding on all the bidders. IIIPI also reserves the right to cancel the entire tender process without assigning any reason.

6. The IIIPI shall not be liable for non-receipt of any Bid.

7. The Bidder will NOT assign the work or its coordination to any other party/sister-concern without prior written consent from IIIPI.

## **SECTION II**

### **Background**

The Indian Institute of Insolvency professionals of ICAI 'IIPI', a wholly owned subsidiary of the Institute of Chartered Accountants of India 'ICAI', is a Section 8 Company under the Companies Act, 2013 promoted by ICAI to enrol and regulate insolvency professionals as its members in accordance with the Insolvency and Bankruptcy Code 2016 and the Regulations framed thereunder.

The parent body of IIPI i.e. ICAI is a Statutory body established under the Chartered Accountants Act, 1949 for regulation of the profession of Chartered Accountants in India. ICAI is the largest accounting body in the world with a strong tradition of service to the public interest and to the Indian economy.

IIPI has been awarded with the registration certificate as the First Insolvency Professional Agency of India by Hon'ble Union Finance Minister Shri Arun Jaitley on 28th November 2016 at Delhi. IIPI is the largest IPA with nearly two-third of members (around 2600) in India, has attracted members from a diverse stream including Chartered Accountant, Company Secretary, Cost Accountant, Advocates and Management Professionals.

IIPI is one of the key pillars in the insolvency and bankruptcy regime. It is a front-line regulator required to discharge multiple statutory responsibilities. It is responsible for the development and regulation of insolvency profession and professionals, besides building knowledge and capacity of stakeholders. In a parlance, it is a mini-State, last in the hierarchy of parliamentary delegation of authority with regulatory, executive, and quasi-judicial responsibilities.

IIPI desires to have a dedicated web-portal for its Inspection, Grievance and Disciplinary Mechanism and therefore, bids are invited from the eligible and competent vendors for Development, Commissioning and Maintenance of the software utility. The utility is to be developed in line with the 'scope of work' ~~described~~ in section IV of this document.

### **Broad Objective of the software:**

Software(s) should be web-based Applications with SSL certificate enabled, accessible on Internet and to be hosted on IIPI Cloud and linked with existing website of IIPI.

- Web-based software(s) is to be developed, for automating workflows of three independent activities viz. (i) Grievance Redressal, (ii) Disciplinary

Mechanism and (iii) Inspection processes, involving internal (within organization) and external (members/public) interfaces.

- It may be noted that the vendor will be required to develop, maintain, and update the software as well as provide consultancy for system-based analytics to identify common non-compliances.
- During requirement gathering, bidder should appoint subject matter expert (preferably an experienced chartered accountant) to work with IIIPI team.

## **Common Requirements**

- The three automated workflows will be mutually exclusive and will be in the form of three separate portals accessible through the existing website of IIIPI.
- The landing/home page of each portal referred to above will mainly include facility of login access to users who could be either internal users or external users. The internal users will be of three types (administrator/staff-user/Committee-member) whereas external users will be of two types (Professional-Member/public-stakeholder).
- The public-stakeholder (external) user category will be required only in one (out of three) portal. Such a user will be able to first register on the portal and create an email-id based user id. For other external users (professional members), no registration (as user) will be required since the email ids would be already available in-house.
- System access should be available online to users through login access which will be authenticated based on OTP sent on their registered email ids.
- User access and rights to upload/download documents, read and write reports, save, edit etc. will be granted to the users depending on their roles.
- Login for specified users will be available for a specific time and it will be disabled on a given date.
- The option to change access rights for specified roles or to add users should be available with the Administrator (Admin).
- Only Admin will have access to create users and give permissions.
- On each user page certain disclaimers and/or confidentiality messages will be displayed.
- The software will have the capability of data Analytics so that common non-compliance can be found out in a pre-defined matter.
- The software should also provide the facility of auto closure of the grievances in case no response is received by either of the party in the pre-defined period.
- The software(s) will allow reminders and alerts to be sent on email ids of users (internal/external), based upon defined timelines.



### **SECTION-III**

#### **ELIGIBILITY CRITERIA**

This invitation to respond is open to partnership /proprietary firms/ company which are engaged in web development and maintenance thereof and can provide necessary consultation also.

The eligible entities must be incorporated and registered under the Companies Act, 1956/ 2013 or The Partnership Act, 1932 or under relevant law

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 regarding this tender.

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, bidder must satisfy the following criteria also.

1. This invitation to respond is open to proprietorship/ partnership firms/ companies which are engaged in the business of development and maintenance of web application. The bidder should be an Indian registered ~~Company~~/ Firm/ Agency.
2. The bidder should have a valid registration No. of GST and PAN No. (Copies to be enclosed).
3. The bidder should have an average annual turnover of at least Rupees 50 lacs during the last three financial years and the organization should be profitable for last 3 financial years. Copies of the P&L Account and Balance Sheet duly certified by a Chartered Accountant must be enclosed with the tender.
4. The bidder shall have a minimum of 5 years of experience in developing and maintaining web portals for Central/State/PSUs/ recognized Institutions/Universities/Schools/Private Company. (Copies of at least two work orders/Purchase Orders received from such Institutions during the last three years should be enclosed).

5. The bidder should not have been blacklisted/ barred by any regulatory/statutory body/TRAI/Govt./BFSI/PSU/Govt. Dept. during the last five years.
6. The Bidder should have ISO 9001 Certification
7. The bidders should have presence in India with one of their offices in Delhi/NCR until the completion of the contract.
8. Bidder should have Completed minimum 5 Web Application based Projects (Open Source Platform) during last five (5) years.

### **Evaluation Process**

The evaluation will be based on the Quality cum Cost Based Selection (QCBS Method) (60% technical Score and 40% Financial Score. Evaluation Process shall be carried out in 2 Phases. Phase 1 shall include verification of Eligibility criteria and Evaluation of Technical Parameters. Technical Bid will be assigned a technical score (Ts) out of a maximum of 100 points as per the technical evaluation criteria. 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. IIPI shall inform the date, place and time for opening of financial bid on IIPI Website. 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 bidders with the lowest quote as below:

$F_s = 100 * F_l / F$  Where:

$F_s$  = The financial score of the Financial Proposal being evaluated  
 $F_l$  = The price of lowest priced Financial Proposal

$F$  = The quoted price of Financial Proposal under consideration

### **Technical Scoring Sheet**

To qualify for a financial bid, the bidder must obtain a minimum of 60% marks against the technical criteria. The score of technical proposal including presentation would be given 60% weightage, and the financial proposal would be given 40% weightage. The weighted combined score of the Technical bid including presentation (Ts), and Financial proposal (Fs) shall be used to rank the bidders based on formula given as below:

Sl. No	Technical Parameters – Checklist	Max score

1	<p>The Bidder average annual turnover of during last three financial years i.e. 2022-2023, 2021-22, 2020-21</p> <p>&gt;= 2.5 Crore (20 marks)</p> <p>&gt;= 1 Crore and &lt; 2.5 Crore (15 marks)</p> <p>&gt;= 50 Lakh &lt; 1 Crore (10 marks)</p>	20
2	<p>Bidder experience in Web Application Development (Open-Source Platform)</p> <p>&gt;= 15 years (20 marks)</p> <p>&gt;= 10 years and &lt; 15 years (15 marks)</p> <p>&gt;= 5 years and &lt; 10 years (10 marks)</p>	20
3	<p>Total Number of Web Application based Projects (Open-Source Platform only) Successfully Completed by Bidder.</p> <p>&gt;= 10 Projects &gt; 10 (25 marks)</p> <p>&gt;=10 Projects &gt; 5 (15 marks)</p> <p>&gt;= 5 Projects (10 marks)</p>	25
4	<p>Proof of Concept (POC)- 25 Marks</p> <p>(Bidders are required to Demonstrate system prototype and Analytics to find common non-compliance before IIIPI).</p> <p>Presentation- 10 Marks</p> <p>(Presentation on Company profile, Project Plan, Team Profile etc is also part of POC).</p>	35
	<b>Total</b>	<b>100</b>

## **SECTION -IV**

### **SCOPE OF WORK**

Software should be a 100% Web based Application with SSL certificate enabled, accessible on Internet and to be hosted on IIPI Cloud.

#### **Requirements of Grievance Redressal Portal**

- The portal will allow online initiation/filing of complaint(s) by user (public-stakeholder) by assigning unique complaint no. This submission would be subject to prior payment of requisite fee.
- The portal will also allow uploading of complaint(s) as received from Govt./statutory bodies by the admin, to be tracked through separate series of complaint no. No fee would be required to be paid in this category of complaint.
- Upon initiation as such, email notification/alert should be sent to office user.
- Office-user will raise the complaint to concerned professional member (complainee) through the portal, followed by email notification/reminders/alerts to the concerned complainee (professional member).
- The portal will allow two-way communication in the form of response/query between office and the complainee, followed by email notification/alert to the recipient of the communication.
- The portal will allow draft orders to be posted for approval (or otherwise) by the Committee-members (internal user) followed by email alerts/reminders. Committee-members will approve the orders online with email alert to office user.
- Upon approval of orders, and after intervention by the office-user, these orders will be communicated by portal (via email) to complainees and complainants followed by email alerts.
- Portal will allow MIS reports to be generated on data points like age of pending complaints, outcome category-wise break-up etc.

#### **Requirements of DC Mechanism Portal**

- The portal will allow online initiation/filing of reference (uploading supporting documents) for Disciplinary actions by staff user (internal department heads).

- Upon initiation as such, unique acknowledgement no. will be assigned, and confirmation will be sent to sender/staff user. Parallely, email notification/alert will be sent to office user.
- Office-users will issue SCN to concerned professional member (respondent) through the portal, followed by email notification/reminders/alerts to the concerned respondent (professional member) to submit his response within timeline mentioned in SCN.
- The portal will allow respondent to submit his response online at the portal.
- The portal will allow draft orders to be posted for approval (or otherwise) by the Committee-members (internal user) followed by email alert/reminders. Committee-members will approve the orders online with email alert to office user.
- Upon approval of orders, and after intervention by the office-user, these orders will be communicated by portal (via email) to respondent and simultaneously posted on website of the organization.

#### **Requirements of Inspection Portal -:**

- 1.Auto Identification of IPs as per Policy form Master data based on a criterion e.g.: claim size, number of assignments completed stage wise by IP (as IRP/RP/Liquidator/BT) as on FY beginning.
- 2. Four Login needs to create-:
  - -Login for IP's/IPE – (External Login)
  - -Login for Inspection Team. (Internal Login)
  - -Login for Inspection Authority (The Purpose of this login to monitor the inspection going on with IP inspection team and Insolvency Professional on real time basis.) – (Internal Login)
  - -Login for Admin (Documents should be preserved IP wise for a period of 8 years along with all communications and meeting recordings.) – Internal Login.
- 2. Sending Inspection Notice to IP unique Inspection number, auto alert of messages, reminders, cumulative YTD with FY.
- 3. Issuance of inspection order to Inspection team, submission of confidential undertaking by Inspection team to Inspection Authority. Upon issuance of Inspection Order and submission of confidential undertaking by inspection team email notification/ reminders/ alert to Inspecting Authority.
- 4. IP to upload documents and fill replies, assign number to all docs with a prefix of CD name as per the checklist, email acknowledgements.
- 3. Raising queries by Inspection team to IP for seeking information, submission of additional replies/documents by IP through portal, auto alerts/reminders.
- 4. IO to prefill checklist and fill remark, auto generation of draft report from checklist.
- 5. Online meeting with IP to discuss draft report, facility to IP to reply on the draft report and upload additional documents, documents to be serial numbered as mentioned in point no. 3. Email reminders, replies of Inspection

team generate final report and submit to IA for comments, email reminders to teams. Sharing of final report with IP

- Marking Outcome of Inspection by Monitoring committee with three options like Referred to DC, No action, Advisory. The complete system generated Inspection Report and preservation of Inspection records and communication for a period of 8 years.
- The additional facility may be added for the benefit of process monitoring by IP /IO and IA and Advisories – The view Facility on the status of Inspection like:
  - Review of documents,
  - Preparation of draft report,
  - Preparing for meeting,
  - Preparation of final report,
  - Matter to be presented to MC.
- The IA shall send Advisory to the IP (ii) an email alert to IP on the same (iii) option to modification of standard template.
- The Portal will allow MIS reports to be generated on the following parameters-:
  - No. of inspections conducted period basis.
  - No. of Inspection report presented to MC period wise.
  - No. of Inspection report referred to DC period wise.
  - No. of Advisories issued to IPs period wise.
  - Documents should be preserved IP wise for a period of 8 years along with all communications and meeting recordings.

Portal will allow MIS reports to be generated on data points like age of pending SCN's category-wise break-up etc.

It may be noted that the vendor will be required to develop, maintain, and update the software as well as provide consultancy for system-based analytics to identify common non-compliances.

During requirement gathering, bidder should appoint a subject matter expert (preferably experienced chartered accountant) to work with IIIPI team. Vendor appointed subject matter expert would identify areas where artificial intelligence may be used to find common non-compliances using XBRL financial statements which will be approved by IIIPI.

## **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. The bidder shall submit a 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 over writing without authentications is/are permissible.
4. The complete RFP document along with the relevant supporting documents should be paginated.
5. The Bidder shall submit the Bid in two (2) parts, namely; Part-I - Technical Bid (in the manner prescribed in Annexure-B) and Part-II - Financial Bid (in the manner prescribed in Annexure-C) in separate envelopes. The Technical Bid and Financial Bid shall be submitted on the Bidder's letterhead.
6. Bidder must submit the original 'Technical Bid' and 'Financial Bid' with each bid sealed separately and put again in a sealed envelope clearly mentioning as under: "BID FOR DEVELOPMENT, COMMISSIONING AND MAINTENANCE OF SOFTWARE UTILITY FOR IIIPI."
7. The Bids completed in all respects as specified in this RFP document shall be addressed to – Managing Director, IIIPI, ICAI Bhawan, 08<sup>th</sup> Floor, Hostel Block, A-29, Sector 62, Noida 201309 Dist. Gautam Budh Nagar (U.P.), India.  
  
Tenders may be dropped in the Box placed at the Ground floor of the Hostel Block) at ICAI Bhawan, A-29, Sector 62, Noida 201309 Dist. Gautam Budh Nagar (U.P.), India. Alternatively, Tenderers may send the tender documents through Speed Post or Registered post to reach before the last date of submission. The IIIPI will not be responsible for any postal delay in receipt of tender documents.
8. The Bids shall be valid for a period of 90 days from the last date for submission of bids.
9. Date & Time of submission of Bid: Till 15<sup>th</sup> January 2024 up to 5.00 pm
10. The complete bid document should be submitted before due date and time as given at Clause 9 above. Bids received after the stated time and date

would not be considered and are liable for rejection. The IIPI takes no responsibility for delay, loss, or non-receipt of response to this RFP.

11. The IIPI reserves the right to accept or reject any/all the bid(s) including the lowest bid without assigning any reason and no correspondence in this regard shall be entertained.

12. 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 all scope of work, specifications/conditions of RFP.

13. The Bidder shall authorize a representative to interact with the IIPI during EVALUATION of the Bid.

14. The successful Bidder shall be required to enter into an agreement with the IIPI, within fifteen (15) days from the date of receipt of Letter of Intent/Award within such extended period, as may be specified by the IIPI in this regard. In case the successful Bidder fails or refuses to sign the contract within the period as indicated herein, the earnest money shall be forfeited.

15. Submission of incomplete / incorrect / illegible documents shall lead to disqualification of the bidder.

16. Date & Time of opening of Bids - Date and time of opening of Technical Bid shall be informed on [www.iiipicai.in](http://www.iiipicai.in) and the date and time of opening of Financial Bid shall be communicated to the short listed bidders.

17. The bid must be accompanied with interest free refundable Earnest Money Deposit 'EMD' for the amount indicated in the Notice Inviting Tender in the form of a Demand Draft/Pay order drawn on any Nationalized/Scheduled Bank in favour of INDIAN INSTITUTE OF INSOLVENCY PROFESSIONALS OF ICAI payable at Delhi. Proposals/ Bids not accompanied with EMD shall be summarily rejected.

18. If the bidder, after submission, revokes his bid or modifies the terms and conditions thereof during the validity of his bid except where the IIPI has given opportunity to do so, the earnest money deposit submitted by Bidder shall, in such case, be forfeited. The EMD of unsuccessful bidders shall be returned within 04 weeks after award of contract.

19. IIPI may at any time cancel or withdraw the invitation to bid without assigning any reason and in such case the EMD submitted by Bidder shall be refunded to it/him.

20. The EMD of the successful bidder shall automatically convert into interest free, Security Deposit and shall be retained during the contract



period. Besides, the Service Provider, within 15 days of receipt of Letter of Intent/Award or within such extended time as may be allowed by IIIPI, shall submit a Bank Guarantee for an amount equivalent to 10% of the total contract value, valid for a period co terminus with the period of AMC, as performance security. In case of extension of maintenance contract, the Service Provider shall submit a fresh Bank Guarantee for the Contract value covering the extended period of contract. The Security Deposit shall be returned only after expiry of contract period after adjusting the dues, if any.

## **SECTION –VI**

### **GENERAL CONDITIONS OF CONTRACT**

#### **1. Application**

These general conditions shall apply to the extent that provisions in other parts of this document 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 the Agreement arising thereunder, the interpretation/clarification of the IIPI shall be final and binding on the Bidder.

#### **2. RFP Clarifications**

During technical evaluation of the bids, IIPI 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.

##### **a) Amendments in RFP**

At any time prior to deadline for submission of bid, IIPI may for any reason, modify the RFP. The Bidders shall be notified of the amendments by posting the same at IIPI's Website [www.iiipicai.in](http://www.iiipicai.in) and such amendments shall be binding on them. If the amendments are notified after submission of Bids, the bidders shall follow the instructions as may be issued by the IIPI.

##### **b) Partnership/Company**

If the Bidder is a Partnership Firm/Company, the full particulars of the composition of the organization in detail should be submitted along with copy of the Articles of Association/MOA/Partnership Deed/Power of Attorney/any other relevant document.

##### **c) Disqualifications**

The IIPI 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; 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.

### **3. CONDITIONS PRECEDENT**

Subject to express terms to the contrary, the rights of the bidder and obligations of the IIPI under this RFP shall take effect only upon fulfilment of all the Conditions Precedent set out below. However, IIPI 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 07 days of its issuance.
- (ii) The Successful Bidder shall be required to furnish Performance Security to the IIPI within 15 days of issuance of LoI/ Work Order.
- (iii) The Successful Bidder shall be required to execute the Agreement within ...15 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, IIPI shall not be liable in any manner whatsoever to the Successful Bidder and IIPI shall forthwith forfeit the EMD amount, Performance Security, or any amount due and payable by IIPI to the Bidder.

### **4. Representations and Warranties**

The Bidder represents and warrants to IIPI 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.
- l) 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 members of its Governing Board of IIIPI or any officer or employee or Council Member of ICAI (the parent body of IIIPI) in connection therewith.
- m) No representation or warranty by it contained herein or in any other document furnished by it to IIIPI 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.

## **5. Bid**

### **a) 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, erasers or over writings shall be valid only if they are signed in full 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 copy of written power of attorney which shall accompany the Bid.

Bidders are not permitted to modify, substitute, or withdraw bids after submission.

### **b) Submission, Receipts and Opening of Bids**

Technical & Financial bids must be submitted in separate sealed envelopes. The bids shall be opened on the specified date & time at the designated venue.

### **c) Deadline for submission of Bids**

Bids from Bidders, complete in all respects must be received by the IIIPI at the address and by the date specified in the

RFP.

- d) The prices quoted for the items/services shall under no condition change during the period of agreement. Prices shall be written in both words and figures. Any payment shall be subjected to TDS

Arithmetical errors, if any, will be rectified on the following basis:

- If there is discrepancy between unit price and total price that is obtained by multiplying the unit price with the quantity, Unit price shall prevail, and total price shall be corrected. If the bidder does not accept the correction of the errors, its bid will be rejected.
- If there is any discrepancy between words and figures, the amount in words will prevail.

## **6. Deliverables**

Data security, accessibility and confidentiality are critical factors of the assignment with watertight NDA confidentiality and secrecy clauses. The process flow should be in accordance with the requirements of the IIPI with adequate controls and safeguards to ensure accuracy of data and reduce the transaction processing

time. The work shall be completed as per the time schedule prescribed by the IIPI.

The deliverables include the design documents based on the specifications of IIPI and User Manual.

## **7. Payment Terms**

The Payment terms stage wise are mentioned below.

Sr.No.	Stage of Payment	% of Payment
1.	On signing of Contract	10%
2.	On UAT Sign-off	15%
3.	On Go-Live of the Portal	Phase 1- 15% Phase2- 10%
4.	Two Months Post Go live.	50%

IIPI will remit payment to the Service Provider within 30 days from the date of receipt of invoice subject to submitting all requisite documents along with invoice and verification thereof. The payment will be subject to TDS as applicable under the Income Tax Act, 1961.

## **8. Right to Accept Bid**

Regarding the RFP, the IIPI 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. Conflict of Interest**

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

## **10. Confidentiality**

- a) Confidential Information means any information or data, in any form or storage medium whatsoever, of any nature in relation to IIPI that may be provided by IIPI to the Service Provider on confidential basis in terms of the Contract.
- b) The Service Provider shall, at all times, during the continuance of the Contract or otherwise (i) keep all Confidential Information confidential and accordingly shall not disclose any such Confidential Information to any third party under any circumstances; (ii) not use or cause the use of any Confidential 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 Service Provider who handle the Confidential Information keep(s) the same confidential and not use the same except for the purposes for which it is meant for.
- c) The obligations of the Service Provider under this clause shall survive the termination of the contract.

## **11. Standards of Performance**

The Bidder shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy, confidentiality, promptness and techniques. The Bidder shall adhere to professional, engineering and consulting standards recognized by national and international professional bodies while observing sound management, technical and engineering practices. It shall apply appropriate advanced technology and safe and effective methods during execution of this Project and shall always act in respect of any matter relating to this agreement, as faithful advisors to the IIPI. The Bidder shall always support and safeguard the legitimate interests of the IIPI, in any dealings with the third party.

The Bidder shall abide by the provisions of the legislation(s), related to the Information Technology, prevalent in this country.

The Hardware, Software and other services provided under this contract



shall conform to the standards laid down in the Scope of Work and Technical Specifications and requirements. The security of the system should be fool proof and shall be treated as “not fool proof”, where unauthorized persons being able to access/ infiltrate into the system. The system may be the application software or a process adopted by vendor. The vender shall be liable to pay to the Institute for any financial losses by way of any of or some of or all of system and process failure.

## **12. Period for Development and Implementation of Web Portal.**

The Designing, Development and Implementation of Web Portal shall be completed within 120 days of issuing Letter of Award. The hand holding period of the portal shall be three months after the portal goes live.

## **13. Term**

The Annual Maintenance Contract (AMC) shall be initially valid for a period of Three (3) Years, after the expiry of hand holding period of three months, which may be extended on mutually agreed terms and conditions.

## **14. Assignments**

The Service Provider shall not assign or sub-let or 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 IIIPI.

## **15. Indemnity**

- a) The Service Provider shall keep IIIPI indemnified against all actions, suits and proceedings and any costs, charges, expenses, loss or damage incurred, suffered, caused to/sustained by IIIPI 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.
- b) The Service Provider shall, at its own expense, defend, indemnify, and hold IIIPI 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 IIIPI (i) arising out of or related to the Service Provider's violation of any applicable laws, gross negligence, or wilful 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.
- c) If any action in any court of law is brought by a third party against IIIPI

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 IIIPI and/ or its representative/officers harmless from all losses, damages, expenses or decrees arising out of such action.

## **16. Liquidated Damages**

### **A. Delay in Designing, Development, and Implementation of Web portal:**

If during the contract period, following problems are found, a Liquidated damages @ 0.5% of Contract value per week on each default and maximum up to 10% of the Contract value shall be imposed on the Service provider by the IIIPI:

- Delay beyond stipulated schedule in development and commissioning of deliverables.
- Quality of deliverables is not up to the mark (*till the quality is improved to the required extent*).

If the delay in development and commissioning of system/ improving the quality of the deliverables is beyond 2 weeks, then the IIIPI may rescind the Contract and will be free to get it done from other Agency at the risk and costs of the Service provider.

### **B. Delay in Maintenance and extending support:**

The Service Provider shall ensure that the call reported by IIIPI must be attended personally on or before Next Business Day (**NBD**) and resolved within 2 working days. In case during Annual Maintenance Contract (AMC) period, the Service Provider fails to provide maintenance/ extend support and the Up time of 95% is not maintained by the Service Provider then IIIPI reserves the right to impose Liquidated Damages @10% of the contract value and/or invoke the Bank Guarantee.

## **17. Termination**

Either party has the right to terminate the contract by giving two months prior written notice of termination to the other without assigning any reason.

Notwithstanding anything contained herein above, the IIIPI may, by giving one month advance written notice to the Service Provider, terminate the contract for the following -

- For default to perform obligations under the Contract or if the quality is not as per the specifications/satisfaction of the IIPI or in the event of non-adherence to time schedule by the Service Provider;
- Service Provider becomes incapable of or unable to perform the Contract; dissolution or commencement of liquidation or winding up proceedings or appointment of a Receiver or insolvency of the entity i.e. Service Provider;
- Service Provider assigns or sub-lets or outsourced the work under the contract without the prior written permission from the IIPI;
- Service Provider commits breach of 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 IIPI. No consequential damages shall be payable to the Service Provider in the event of such termination.

### **18. Consequences of Termination**

Upon Termination of the Contract, the work undertaken by the Service Provider shall become the property of the IIPI and all its rights including IPR shall vest in the IIPI.

### **19. 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 or the contract arising there under, in the first instance, the parties shall try to resolve the dispute amicably, failing which the dispute shall be referred to the sole arbitrator to be appointed mutually by both the parties. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings including in respect of payment of fees to the Arbitrator. The seat of Arbitration shall be at Delhi and the language of the arbitration proceeding and that of all documents and communications between the parties shall be 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 arbitrator shall be shared equally by the parties.

### **20. 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 Noida only. The construction, validity, and interpretation of this Agreement shall be governed by the laws of India.

### **21. EMD and Performance Security**

21.1 Interest Free, Refundable sum of INR (Rs. 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 IIPI, payable at Delhi shall be furnished by the Bidder along with the Bid. The EMD of the successful bidder shall automatically convert into interest-free, Security Deposit and shall be retained during the contract period.

21.2 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 honor or refuses to comply with or modifies any or all terms and conditions of the RFP/ Tender.

21.3 In addition, the successful Bidder shall furnish to IIPI, performance security for an amount equivalent to the 10% of the contract value in the form of bank guarantee issued by a scheduled Bank in favor of 'Indian Institute of Insolvency Professionals of ICAI' before execution of the agreement.

21.4 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 IIPI 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 IIPI.
- 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 ..... days of the notice of demand.
- j) the successful bidder/ service provider assign or sub-lets or outsourced the work under the contract without the prior written permission from the IIPI
- k) On failure to pay the Liquidated Damages and/ or Penalty within the stipulated time.

21.5 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 and Performance Guarantee Deposit.

## **22. Foreclosure**

If at any time after acceptance of the tender, IIPI 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.

## **23. Conflict of Interest**

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

## **24. Intellectual Property Rights**

The Successful Bidder/ Service Provider shall ensure that all necessary copyrights, license rights and other proprietary rights required in respect of any device or method or software programme etc., used or developed by it while providing the services should be in the name of IIPI.

Intellectual property rights in final solution developed by the Service Provider for IIPI (including source code of customizations/ enhancements/ amendments done therein) will vest exclusively in IIPI. The Service Provider will have no claim to any base layer or any other component. IIPI shall have full rights of sharing source code with other stake holders. The Service provider shall provide source code/data in a DVD after UAT & Go-Live. IIPI reserves the right to ask the Service Provider to provide the updated code and data at any point of time during the contract/AMC period as per its requirement and on receipt of such request from IIPI, the Service Provider shall promptly provide the same to IIPI.

All rights, title and interest in and to the service environment and any other material used by the Successful Bidder/ Service Provider in provision of services shall exclusively belongs to IIPI. Any and all intellectual property rights with respect to the services and the material and all modifications, improvements, enhancements or derivative works made thereto shall always belong to IIPI or its licenses and the service provider shall not be entitled to claim any rights therein. All rights, title and interest in the Information and data either provided by IIPI or that comes to the knowledge and possession of the service provider in discharge of the functions under the RFP shall always remain with IIPI. However, the service provider shall have the right and license to use such data and information for support purposes during the contract period.

## **25. Relationship**

Nothing contained in this RFP Document or Agreement arising thereunder shall be construed as constituting a partnership, joint venture, or agency between IIPI 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 IIPI. 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 IIPI. IIPI 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.

## **26. No Liability**

That in any event, the IIIPI 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 premises of IIIPI 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 IIIPI 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 IIIPI shall have the right to deduct appropriate amount from the bills of Service Provider to make good such loss to IIIPI.

## **27. Taxes and Duties**

The Bidder(s) shall fully familiarize themselves about the applicable taxes such as GST, on amount payable by IIIPI under the contract. The Service Provider shall pay such tax, duties, fees and other impositions (wherever applicable) levied under the applicable law.

## **28. 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 IIIPI from the statutory/government bodies, if required.

## **29. Service of Notices**

All notices and other communications required or permitted to be given under Contract shall be in writing and shall be delivered or sent by personal delivery, electronic mail or registered or certified mail (return receipt requested) postage prepaid to the relevant Party addressed as herein below or as may from time to time be notified in writing by such Party to the other no less than 15 days' in advance. The notices and communications sent in such manner shall, unless the contrary is proven, be deemed to have been

duly received on the date of personal delivery, two business days following delivery upon confirmation of transmission by the sender's electronic mail device or ten business days following mailing by registered or certified mail (return receipt requested postage prepaid).

### **30. Severability**

In the event that any provision of this RFP/Tender shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this RFP/Tender shall be determined to be unlawful or otherwise unenforceable, the remainder of the RFP/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 RFP/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.

### **31. Fall Back Arrangements**

In case of breach of terms of the Tender/ RFP committed by the successful bidder, the IIIPI may terminate the Order by giving ..... 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 IIIPI to the newly appointed supplier shall be recoverable from the defaulting supplier by invoking the Bank Guarantee.

### **32. 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
- 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 IIIPI, 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 IIIPI in writing of such conditions and the causes thereof. Unless otherwise directed by the IIIPI 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, IIIPI may terminate the Contract.

### **33. Waiver**

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

**Annexure-A**

**COVERING LETTER (ON THE BIDDER'S LETTER HEAD)**

Date:

Managing Director,  
Indian Institute of Insolvency Professionals of ICAI  
A-29, Sector 62, Noida 201309  
Dist. Gautam Budh Nagar (U.P.), IndiaDear

Sir,

**Sub : Development, Commissioning and Maintenance of Software Utility for IIIPI.**

With reference to your RFP Document dated ..... published in newspaper/Website dated, I/we, M/s ... ..  
... having examined the RFP and understood their contents, hereby, offer our proposal for the subject works and 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 No. ....Dated .....drawn on ..... Bank ..... Branch.

\_\_\_\_\_

Towards Cost of RFP of INR(Non-Refundable)...../- by Demand Draft No. \_\_\_\_dated \_\_\_\_drawn on \_\_\_\_\_ Bank ..... Branch.

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 statements made 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 respective originals 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 IIIPI any additional information it may deem necessary or require for supplementing or authenticating the proposal.

I/We acknowledge the right of the IIIPI 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 ... .. 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 IIIPI may cancel the Selection Process at any time and that IIIPI 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 Partners/ Proprietor(s)/ Directors/Managers/employees.

IIIPI 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 IIIPI to verify the statement and information provided in this application such as the resources, experience and competence of the applicant.

IIIPI 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) IIIPI 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 IIPI 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 IIPI 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.

Dated this [date / month / year]  
initials):

Authorized Signatory (in full and

Name and title of signatory:

Duly authorized to sign this Bid for and  
on behalf of

(Name of Firm/Company) Address:

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

## 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., IIIPI 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 partners/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 the 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 or 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 - II

### Declaration by the Bidder regarding Qualifications

(On the Letter Head of the Bidder)

In relation to my/our Bid submitted to the IIIPI for  
..... in response to their Notice inviting Bids bearing Ref. No.:

..... Dated \_\_\_\_\_, 2023. I/We hereby declare that:

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and State Government or any local authority as specified in the Bidding Document.
3. I/We are not insolvent, in receivership, bankrupt or being wound up, not having my/our affairs administered by a Court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons.
4. I/We do not have, and our directors and officers not have been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
5. I/we do not have a conflict of interest that affects fair competition.

Date:

(Signature of bidder)

Place:

Name

Designation Address

### **DECLARATION-III**

**(On Original Letter Head of the Bidder)**

.....,

Indian Institute of Insolvency Professionals of ICAI ,

, .....

Dear Sir,

Sub: Tender for .....

In terms of the requirements of the Tender No.....dated.....we 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.
2. That we are not blacklisted by any Central/State Government/Public Sector Undertakings / Autonomous Bodies under Central/State Government/Multinational Companies or by any Other Organization during the last 5 years from today.

(Signature of Authorized Person)

Name:

Designation:

Date:

Place:

Office Seal:



Witness with Signature:

Business Address:

1) Name & Address:

2) Name & Address:

## **Annexure-B**

### **Part I**

#### **TECHNICAL BID (On the Letterhead of the Bidder)**

##### **Form A: Technical Bid to be filled by Bidder on Letter Head**

<b>S. No</b>	<b>Items</b>	<b>Information to be Filled by Bidder</b>	<b>Attachments (If any) &amp; Page Number</b>
1	Name, Address, Mobile, Landline, email and other details	(Please Specify)	
2	Name and address of the directors/proprietor/partners	(Please Specify)	
3	Year of Establishment and Nature of business carried by the company	(Please Specify)	Registration Certificate
4	Branches and Offices in cities in India	(Please specify)	
6	GST, PAN and Bank Account Details	(Please specify)	GST, PAN and Cancel Cheque
7	Tender Fee Payment Details	DD Details	
8	EMD Fee Payment Details	DD Details	
9	Persons authorized by the company to execute documents on its behalf, with IIIPI	(Please specify)	Declaration Letter on Letter Head by Authorized Person.
10	The Bidder average annual turnover of during last three financial years i.e. 2018-19, 2017-18, 2016-17	(Please specify)	Self-Declaration & Audited Balance Sheet of Last 3 Years.
11	Bidder Number of Years' experience in Web Application Development (Open Source Platform).	(Please specify)	Self-Declaration & Copy of Work order.

12	Total Number of Permanent Technical Employee involved in Web Application Development in Open Source Technology/Platform.	(Please specify)	Self-Declaration
13	Total Number of Web Application based Projects (Open Source Platform only) Successfully Completed by Bidder.	(Please specify)	Self-Declaration and PO/Client Certificate
14	Number of Similar projects using artificial intelligence.	(Please specify)	Self-Declaration and PO/Client Certificate
15	Maximum Number of Users Registered/Using application in Single Project completed by Bidder.	(Please specify)	Self-Declaration and PO/Client Certificate
16.	Declaration I		
17.	Declaration II		
18.	Declaration III		

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, we shall be disqualified and that if the assignment is already awarded, IIPI shall be within its rights to cancel the contract forthwith without assigning any reasons whatsoever.

Place

Date:

Signature

Part – II  
**Annexure-C**

**FINANCIAL BID**  
**(On the Letterhead of the Bidder)**

The Bidder is required to submit the financial bid in the following format. The rates quoted by the bidder shall be exclusive of GST and shall remain firm during the period of contract.

Table No I

Scope of Work	Payment	Rates (In Rs.) (Excluding GST)
A. Cost of development and deployment/ implementation of portal in cloud with testing on a shared server for IIIPI (Three months free support after the system goes into the operation)	One Time Fixed Cost	
B. Change Management Cost: Development Cost of 30 Working Man Day – (offsite)  (The Cost for Future Change Management, if any required after three months free support.		
C. Yearly Charges for maintenance  Ist year  IIInd year  IIIrd year		
Total		

**For of Financial Score  $F = (A + 12 * B + C)$  would decide L1**

Note:

1. IIIPI will not be responsible for any other payments apart from the aforesaid commercials. Bidders are required to setup and configure the 3rd Party Cloud (Preferably Amazon Cloud) on name of IIIPI and deploy the Developed application on IIIPI Cloud Server. All the Infrastructure Cost will be paid by IIIPI. Bidder are requested to provide the recommended server configuration (Preferable on Amazon instance) and monthly Cost in below mentioned table:-

**Table No II**

<b>Sr. No.</b>	<b>Item</b>	<b>Cost in INR (Excluding GST)</b>
I	Bidders Recommended Cloud Server Infrastructure/Storage/bandwidth and Approximate monthly Cost.	
II	Monthly Cost of 1 Onsite Support Resource (Bidder may be asked to deploy support resource onsite for providing User Support, Digitalization Support etc.	

Cost mentioned in above table (I & II) are optional cost for future reference only and will not be part of financial evaluation process.

2. No TA / DA and no local conveyance or any travel cost will be reimbursed by IIIPI.

3. IIIPI shall not be responsible for any other payments apart from theaforesaid commercials. No TA/DA will be payable for on site consultation.

**Name:**

**Date:**

**Sign:**

**Address with Phone No and E Mail ID:Stamp:**