



THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA

(ICAI)

TENDER FOR PROVIDING

WIFI ZONE WITH INTERNET LEASE LINE (ILL)

AT

**CENTRE OF EXCELLENCE (COE) ICAI BHAWAN, PLOT NO. 10& 11, FINANCIAL
DISTRICT, NANAKRAMGUDA, GACHIBOWLI, HYDERABAD - 500032**

TECHNICAL BID

(Part-I)

Particulars of Bidder:

M/s. _____

Address _____

Tel. No. _____

Name of the Person _____

Signing the tender _____

Mobile No. _____

E-mail ID _____

LAST DATE FOR SUBMISSION :

OF SEALED TENDERS

TOTAL NUMBER OF PAGES :

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Part -I

Technical & Commercial Bid

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THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA (ICAI)

H.O.: "ICAI Bhawan", Indraprastha Marg, New Delhi - 110 002

**COE: Centre of Excellence, ICAI Bhawan, Plot No.10&11, Financial District,
Nanakramguda, Gachibowli, Hyderabad - 500032**

NOTICE INVITING TENDER (PRESS)

ICAI invites unconditional sealed tenders in Two Stage Quality & Cost Based Selection (QCBS) bidding system (Techno-commercial and Financial Bids in two separate covers) from reputed, well established and eligible Vendor/Service Providers for providing **WIFI ZONE WITH INTERNET LEASE LINE (ILL)** at its office located at **Centre of Excellence, ICAI Bhawan, Plot No.10&11, Financial District, Nanakramguda, Gachibowli, Hyderabad - 500032**. The Tender Forms can be downloaded from ICAI's websites www.icaai.org & www.icaicoehyd.org. **The last date for submission of sealed tender is 06.05.2024 upto 5.00 P.M.**

THE SECRETARY, ICAI

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA (ICAI)

H.O.: "ICAI Bhawan", Indraprastha Marg, New Delhi - 110 002

**COE: Centre of Excellence, ICAI Bhawan, Plot No.10&11, Financial District,
Nanakramguda, Gachibowli, Hyderabad - 500032**

NOTICE INVITING TENDER (WEBSITE)

ICAI invites unconditional sealed tenders in Two Stage Quality & Cost Based Selection (QCBS) bidding system (Techno- commercial and Financial Bids in two separate covers) from reputed and experienced Vendors for providing **WIFI ZONE WITH INTERNET LEASE LINE (ILL)** for the related equipment located at its Centre of Excellence (CoE), **Plot No.10&11, Financial District, Nanakramguda, Gachibowli, Hyderabad – 500032.**

RELEVANT INFORMATION AT A GLANCE

1.	Name of the Work	For providing WIFI ZONE WITH INTERNET LEASE LINE (ILL) at ICAI CENTRE OF EXCELLENCE located at ICAI Bhawan, Plot No.10&11, Financial District, Nanakramguda, Gachibowli, Hyderabad – 500032
2.	Cost of tender documents	Rs.2,000/- plus GST in the form of demand draft only favouring “Secretary, The Institute of Chartered Accountants of India”, payable at Delhi.
3.	Earnest Money Deposit (EMD)	Rs.3,00,000/- (Rupees Three Lakhs only) by way of Demand Draft/Pay Order (PO) issued by Nationalized/Scheduled Commercial Bank drawn in favour of ‘The Secretary, The Institute of Chartered Accountants of India’ payable at New Delhi.
4.	Last date for submission of tenders	06.05.2024 up to 5.00 P.M. Bids may be dropped in the Box placed at Centre of Excellence, ICAI Bhawan, Plot No.10&11, Financial District, Nanakramguda, Gachibowli, Hyderabad – 500032. Alternatively, Tenderers may send the Bids through Speed Post or Registered Post at the address mentioned herein so as to reach before the last date and time of submission. The ICAI will not be responsible for any postal delay in receipt of Bid documents. Bids received after due date and time shall be rejected summarily.
5.	Pre-Bid Meeting	Date, Time and Venue will be intimated later.
6.	Date of opening the Technical Bid (Cover-1)	The Technical bids shall be opened at CoE of ICAI, Hyderabad on 07.05.2024 at 11.00 AM or on any other date & time as per discretion of ICAI even if bidders are not present. In the event, the specified date of bid opening is declared as a holiday for ICAI, the bid shall be opened on the next working day at the specified time and location.

7.	Date of opening of Financial bid (Cover –2)	After evaluating the Technical bids on the given Parameters, the Financial bids of successful bidders shall be opened on the same day or any other date at the discretion of ICAI as notified even if bidders are not present. In the event, the specified date of bid opening is declared as a holiday for ICAI, the bid shall be opened on the next working day at the specified time and location.
8.	Validity of Tender	Tender shall be valid for 90 Days for acceptance from the date of 06.05.2024.
9.	TDS (Income Tax)	As Applicable
10.	Security Deposit/ Performance Bank Guarantee	The successful Bidder shall be required to furnish within 15 days of acceptance of his bid, Performance Security either in the form of Security Deposit or Bank guarantee drawn in favour of The Secretary, ICAI for performance equal to Rs.7,00,000/- (Rupees Seven lakhs only) or 10% of the Annual Contract value whichever is higher, with the ICAI in the manner indicated in General Conditions of Contract. In case, the successful Bidder fails or refuses to sign the agreement or furnish the bank guarantee within the specified time, the earnest money deposit (EMD) shall be forfeited.
11.	Amount in words	Bidder shall write amount in figures and in words, in case of any discrepancy, amount in words shall be considered as final and binding on both parties.
12.	Term of Agreement	Initially for 03 years and may be extended as per the agreed terms at the time of completion of 03 years.

Note:

1. **WIFI ZONE WITH INTERNET LEASE LINE (ILL)** Services would be required at Centre of Excellence at **ICAI Bhawan, Plot No.10&11, Financial District, Nanakramguda, Gachibowli, Hyderabad – 500032** spreading in 2.82 acres of land having Admin Block and Residential Block with 39 rooms and 04 flats of three bed room each, 04 classrooms, 01 Auditorium, Library, two storey administrative block and cafeteria, etc. Bidders are advised to visit the premises at aforesaid address in the office hours where they can contact Mr. S. Ram Kumar, Deputy Secretary, Ph.9840481939, and S.V. Ramana Reddy, Sr. Executive Officer, Ph.9515378026.
2. ICAI reserves rights to reject any tender / bid at any stage and/or time fully or partly for whole process and/or for particular Vendor/Service Provider and also reserves all rights at any time to add, alter, modify, change, edit & delete any item and/or condition at any stage and/or vary all or any of these terms and conditions or replace fully or partly for whole process and/or for particular Vendor/Service Provider or vary all or any of these terms and conditions or replace without assigning any reasons whatsoever. In this regard, the decision of ICAI shall be final and binding on all the participants.
3. ICAI reserves right to reject any or all tenders / bids and the entire tender process without assigning any reason whatsoever.
4. Canvassing in any form in connection with the tender is strictly prohibited and the tender submitted by the bidder which resorts to canvassing is liable to be rejected.

5. ICAI or its representatives shall not entertain any bidder, during the period, the selection of Vendor is in process.
6. ICAI reserves the right to verify the particulars furnished by the tenderer/ bidder, independently.
7. In no case, the request of bidder for change or modification in any terms and conditions related to payment or any of the Terms and Conditions of the Tender shall be entertained.
8. ICAI reserves the right to modify any condition of Tender documents at any time. ICAI can also issue corrigendum or addendum to this tender by notifying the same at www.icaai.org.
9. ICAI reserves the right to award contract in full or in part to one or more bidder(s) without assigning any reason, whatsoever.
10. ICAI also reserves the right not to accept the lowest bid.
11. A Bidder cannot be allowed to submit more than one bid.
12. The bidder should have a valid GST registration number, Permanent Account Number (PAN) and meet all legal requirements.

Background

The Institute of Chartered Accountants of India (ICAI) is a statutory body established by an Act of Parliament, viz. The Chartered Accountants Act, 1949 (Act No. XXXVIII of 1949) for regulation and development of the profession of Chartered Accountants in the country. The Institute functions under the administrative control of the Ministry of Corporate Affairs, Government of India. The ICAI is the largest professional body of Chartered Accountants in the world, with a strong tradition of service to the Indian economy in public interest.

Section – I

ELIGIBILITY CRITERIA

General Eligibility

This invitation to respond to the Tender is open to such qualified and reputed Vendors, which are registered and have their registered office in India. Along with the General Eligibility criteria, bidder has to satisfy the following criteria:

1. The Bidder shall have its registered office, preferably in Hyderabad and in case of firm / company having registered office in any other State/Union Territory; it must have its Branch office in Hyderabad.
2. The Bidder should have average annual turnover of Rs.50.00 Lacs during the last three financial years ending on March, 2023. Copies of the P&L Account and Balance Sheet duly certified by the Chartered Accountant must be enclosed with the Tender document.
3. The bidder must have experience of 03 (Three) years in providing **WIFI & INTERNET LEASE LINE** Services to the Govt. Departments/Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India or State Government or Public Sector Banks or Local Bodies/ Municipalities and must have executed or have a running single work order/contract value more than Rs.50 Lakhs, in the last three financial years. The details including names and address of such organizations along with the value of contract to be provided as part of Technical Bid.
4. The Bidder shall have minimum 03 (Three) years of experience in providing **WIFI & INTERNET LEASE LINE** Services.
5. The bidder shall have the required strength of **WIFI & INTERNET LEASE LINE** personnel associated with them with required qualification. The personnel deputed also must have required educational qualification and need to provide certificate as a proof on demand of the client.
6. There should be no case pending with the Courts/Arbitral Tribunals against the Proprietor/ Firm/ Partner or the Company (Agency). A Declaration to this effect be provided.
7. The Bidder shall have the following Registrations, wherever applicable, and details of the same shall be provided in the Technical Bid:
 - (a) PF & ESI Registration as applicable
 - (b) GST Registration
 - (c) Proof of compliance of other statutory requirements

- (d) Income Tax return filed copy
 - (e) Copies of contracts already executed and those in hand along with their value. Also provide the details of name & contacts of the existing clients.
 - (f) Statement indicating financial status, total manpower engaged in various other contracts
 - (g) Proof of Registration of firm /Agency along with Proprietary Certificate/Partnership Deed, MOA, AOA, and Incorporation Certificate as the case may be.
 - (h) Profile of the Company / Agency/ Firm
8. Every page of the RFP document shall be signed by the bidder or by a person duly authorized by the bidder.
 9. The Bidder shall submit a letter of authorization, authorizing the person signing the RFP document on behalf of the bidder and the written power of attorney in the name of person who is empowered for making such authorizations.
 10. 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.
 11. The complete RFP document along with the documents annexed therewith should be numbered and cross referenced.
 12. ICAI will not be responsible for any misinterpretation or wrong assumption by the bidder, while responding to the tender.
 13. Submission of illegible documents shall lead to disqualification of the bidder.
 14. 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. However, he is advised not to attach superfluous information. No further information will be entertained after the bid is submitted, unless the Institute calls for it.
 15. 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. During the process of Technical Evaluation, ICAI may also independently seek information regarding the performance from the clients.
 16. 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. If there is discrepancy between unit price and total price that is obtained by multiplying the unit price with the quantity, the 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.
 17. The successful bidder(s) shall submit consent within 10 days of receipt of Letter of Intent/Work Order or within such extended time as may be advised and shall submit Performance Security in the form of a Bank Guarantee or Security Deposit for an amount equivalent to 10% of contract value having validity of 90 days beyond contract period including defect liability period, hand holding period, guarantee/ warranty Period etc. In case of an extension of contract, the Service Provider shall submit a fresh Bank Guarantee or

Security Deposit of requisite value. On furnishing the Performance Security, 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 and as per the terms and conditions otherwise provided in this RFP document.

18. **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 overwriting shall be valid only if they are initialed 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.
19. No enquiry shall be made by the bidder(s) during evaluation of the Bids, till final decision is conveyed to the successful bidder. However, ICAI can make any enquiry / seek clarification from the bidder(s), which the bidder must furnish within the stipulated time else bid of such defaulting bidder will be rejected.

Section – II

INSTRUCTIONS TO TENDERERS

1. The bidders are advised to examine each and every clause of Tender documents carefully. Bidder shall submit the Tender Documents duly signed and stamped on each page of tender in token of his acceptance along with his bid.
2. Bid shall remain valid for 90 days from the last date for submission of the Bid.
3. Unconditional sealed tenders are invited under two bid system directly from the established, registered, reputed Vendors/firms/companies having wide infrastructure across the country for providing **Wifi and ILL Services** at ICAI COE, Hyderabad. The cost of tender document is Rs.2,000/- (Rupees Two Thousands Only) plus GST @18% in the form of Demand Draft from any Nationalized/ Scheduled Commercial Bank should be drawn in favour of Secretary, The Institute of Chartered Accountants of India, payable at New Delhi is to be submitted along with the Tender/application form. The non-submission of cost of tender form may lead to rejection of the bid.

CLARIFICATION REQUESTS BY BIDDER

1. Although the details presented in this Tender Documents comprising of conditions of contract, scope of work etc, have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood.
2. Bidder shall examine the Tender documents thoroughly in all respect.
3. Any failure by Bidder to comply with the aforesaid requirement shall not absolve the Bidder from liability, after subsequent award of contract, from performing the work in accordance with the tender Documents.
4. Before tendering, the tenderers are requested to visit the site and satisfy themselves fully regarding the nature of the work and get required clarifications from the ICAI, if any. No plea with respect to want of information or clarification on any particular point shall be entertained after the bid has been received.

AMENDMENT OF TENDER DOCUMENT

1. ICAI may, for any reason whether at its own initiative or in response to the clarification requested by the prospective Bidder, issue amendment in the form of addendum / corrigendum during the Bidding period and subsequent to receiving the bids.

Any addendum / corrigendum thus issued shall become part of Tender document and Bidder shall submit 'original' addendum/corrigendum duly signed and stamped in token of his acceptance.

2. 1.5.2 For addendum issued during the Bidding period, Bidder shall consider the impact in his Bid. For addendum issued subsequent to receiving the Bids, Bidder shall follow the instructions issued along with addendum with regard to submission of impact on quoted price / revised price, if any.

EARNEST MONEY DEPOSIT

1. The bid must be accompanied by Earnest Money Deposit (EMD), for an amount of Rs.3,00,000/- (Rupees Three Lakhs Only) in the form of a Demand Draft drawn on any Nationalized/Scheduled Commercial Bank in favour of Secretary, The Institute of Chartered Accountants of India, payable at New Delhi and the same is to be submitted along with the Technical Bid. No interest shall be payable on EMD.
2. If the bidder, after submission, revokes his bid or modifies the terms and conditions thereof during the validity of his bid except where the ICAI has given opportunity to do so, the earnest money deposit submitted by Bidder shall, in such case, be forfeited.
3. ICAI may at any time cancel or withdraw the invitation to bid without assigning any reason and the earnest money deposit submitted by Bidder shall in such case be refunded to him/it.
4. The successful Bidder shall be required to furnish within 15 days of acceptance of his bid along with Bank guarantee for performance equal to Rs.7,00,000/- (Rupees Seven lakhs only) or equivalent to 10% of the Annual Contract value whichever is higher, with the ICAI in the manner indicated in General Conditions of Contract. In case, the successful Bidder fails or refuses to sign the agreement or furnish the bank guarantee within the specified period, the earnest money shall be forfeited.

No interest shall be payable on the Performance Security.

DOCUMENTS COMPRISING THE BID

1. ICAI intends to fully evaluate the technical and commercial submissions.
2. Bidder is requested to furnish the complete and correct information required for evaluation of his Bid. If the information / documentation forming basis of evaluation is found incomplete / incorrect the same may be considered adequate ground for rejection of the bid.
3. Bidder shall arrange his/its bid in the following order:

I) PART-I TECHNICAL PART (BID)

Technical part shall comprise of the attachments, specifying attachment number arranged in the order as follows:

1. Submission of Declaration letter along with Tender document, DD against the cost of tender form, Earnest Money Deposit and its details.
2. Power of Attorney in favour of authorized signatory of the Bidder.
3. Organization details
 - In case of a proprietorship firm, the name and address of proprietor, and attested copy of 'Certificate of registration of firm'.
 - In case Bidder is a partnership firm, attested copy of the partnership deed.
 - In case of company (whether private or public), attested copy of the 'Certificate of Incorporation' together with attested Memorandum / Articles of Association, along with certified copy of the Board Resolution for decision of the company to participate in bids.
4. **Composition of the Vendor/Firm/Company** – Full particulars (whether Vendor/Service Provider is an individual, or a partnership firm, or a company etc) of the composition of the Vendor/firm/company in detail should be submitted along with name(s) & address(es) of the partners/copy of the Articles of Association /Power of Attorney/any other relevant document.
5. **Work experience during the specified period** - Copies of the detailed work orders indicating date of award, value of awarded work should be enclosed as proof of the work experience along with a consolidated Statement of the same.
6. **Details of completed works** – The client-wise names of work(s), year(s) of execution of work(s), awarded and actual cost(s) of executed work(s), name(s) and full contact-details of the officers /authorities /departments under whom the work(s) was/were executed should be furnished.
7. **Credit worthiness of the Tenderer and its turnover during the specified period:** Certified copy of duly audited Balance sheets along with P&L Account of last 3 years should be enclosed ending on March, 2023.
8. Name(s) & Address(es) of the bankers of the Tenderer and their contact details.
9. List of staff / office bearers with their qualification and experience at Hyderabad Location.
10. GST registration certificate, Proof of registration with DGR, if any and Profile of the Company / agency/ firm.
11. Declarations in the given format
12. Check list of submission of bid.
13. Any other relevant document, Bidder desires to submit.

II) PART-II PRICED FINANCIAL PART (PRICE BID)

1. Priced-financial Part shall be submitted duly filled in.
2. No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in Price part of bid. ICAI shall not take cognizance of any such statement and may at its discretion reject such price bids.

SUBMISSION OF BID

1. Submission in two Separate Envelopes.
2. Technical and Financial part must be submitted in separate sealed envelopes clearly mentioned as “**Technical Bid**” and “**Financial Bid**” and both the sealed envelopes to be put into another envelope and it should be superscribed as “**Tender for providing WIFI ZONE WITH ILL Services at ICAI Centre of Excellence located at ICAI Bhawan, Plot No.10&11, Financial District, Nanakramguda, Gachibowli, Hyderabad – 500032.**”

PART-I- TECHNICAL PART

1. This part shall contain technical bid. This envelope shall comprise the signed copy of Tender documents, addendum (if any), the information listed for submission in Part-I under Para 3.3 (I) above. Techno-commercial bid disclosing prices shall be summarily rejected.
2. The envelope shall have following information clearly written on the outside of the envelope, failing which ICAI will assume no responsibility for the misplacement or premature opening of the bid.

Part-I - Technical Part

“Technical Bid for Providing WIFI ZONE WITH ILL Services at ICAI Centre of Excellence located at ICAI Bhawan, Plot No.10&11, Financial District, Nanakramguda, Gachibowli, Hyderabad – 500032”

Due date & time of Submission: _____

From: Address of Bidder: _____

Original earnest money deposit (EMD shall also be enclosed in this part.)

II) PART-II SEALED PRICED FINANCIAL PART

- a) This part of the bid shall contain the Schedule of Rates, duly filled in all respects and other information specifically requested for submission in price part under Para 3.3 (II) above. The envelope shall have the following information clearly written on outside of the envelope, failing which ICAI will assume no responsibility for the misplacement or premature opening of the bid.

PART-II —FINANCIAL/PRICE PART

“Financial Bid for Providing WIFI ZONE WITH ILL Services at ICAI Centre of Excellence located at, ICAI Bhawan, Plot No.10&11, Financial District, Nanakramguda, Gachibowli, Hyderabad – 500032”

Name and Address of Bidder: _____

- b) Address to which bids are to be sent (Post/Hand)

The Secretary

**The Institute of Chartered Accountants of India
Centre of Excellence
ICAI Bhawan
Plot No.10&11, Financial District
Nanakramguda, Gachibowli
Hyderabad – 500032**

Bid received after the time and date fixed for receipt of bid is liable for rejection. In case of incomplete submissions, ICAI shall not be under any obligation to give the bidder an opportunity to make good such deficiencies and ICAI may at its discretion treat such bids as incomplete and not consider for further evaluation. Incomplete Bids or Bids received without Earnest Money Deposit (EMD) or Bids received after due date and time of submission will be rejected summarily.

SIGNING OF TENDER

The Tender shall contain the name, place of business and other prescribed details of the person(s) making the Tender and shall be sent by the Tenderer under his signature. Partnership firms shall furnish full names of all the partners and shall annex a copy of the Partnership Deed with the Tender. It shall be signed in the partnership name by all the partners or by duly authorised representative followed by the name and designation of the person signing. Tender by body corporate shall be signed in the name of body corporate by a person duly authorised to do so. All the pages/documents of the Tender should bear the signature of the tenderer with date. All the entries by the tenderer should be in one ink & legibly written. Any over-writing, corrections & cuttings should bear dated initials of the tenderer. Corrections should be made by writing again instead of shaping or over-writing.

Rates should be quoted both in figures as well as in words. In case the rates quoted in words & figures are at variance, the rates written in words shall be taken as final.

TECHNO-COMMERCIAL DISCUSSIONS

Bid of the bidder who submits the required EMD shall be taken up for detailed evaluation. Techno-commercial discussions with bidder shall be arranged, if needed.

AWARD OF WORK

1. The bidder whose bid is accepted by ICAI shall be issued Letter of Intent (LOI). Bidder shall confirm acceptance by returning a signed copy of the LOI within 10 days of receipt of LOI. The successful bidder shall be required to execute a formal agreement in accordance with the 'Proforma of Articles of Agreement' within 15 days of receipt of LOI/Detailed Letter of Award.

Contract Documents to be signed between ICAI & selected bidder shall consist of the following:

- a) Agreement
- b) Letter of Intent/ Detailed letter of award
- c) Original Tender document
- d) Addendum / Corrigendum issued to bidder, if any.

ICAI reserves the right to award the work to more than one bidder on the rates approved by ICAI for better service options.

Section III

BOQ / SCOPE OF WORK

Installation & Commissioning of a managed Wi-fi zone at Centre of Excellence (CoE) of ICAI, Hyderabad premises similar to airports, malls, etc. so that it properly caters to the requirements of ICAI while holding VC meetings, conferences & training sessions. It shall be carrier grade wi-fi infra with requisite bandwidth. Supply, Installation, Testing & Commissioning of a Complete Wi-fi solution as per the Specifications of B.O.Q and Conditions of Contract.

The ICAI may at any time require the Vendor/Service Provider to effect change in the unit strength depending on the exigencies of the circumstances to which the Vendor/Firm/Company shall comply and any such change shall be subject to the terms and conditions as herein contained.

Background:

This Building of Centre of Excellence of ICAI is located at Hyderabad which caters to a large number of Chartered Accountants and Chartered Accountancy course students. CoE has always been in the forefront in organizing conferences, seminars, workshop etc. which are important tools for the propagation of relevant information and dissemination of knowledge. The said premises is spread over of 2.82 acres which has the following facilities:

Institutional Block (G+1 - 41000 sft. Approx.):

S.No.	Description	Nos. available	Seating Capacity
1.	Auditorium	1	225
2.	Conference Hall	1	50
3.	Conference Hall	1	50
4.	Conference Hall	1	40
5.	Conference Hall	1	40
6.	Meeting Room	4	Each 8-10
7.	Board Room	1	10
8.	Library	1	40-50
9.	Cafeteria	1	80-90
10.	Multipurpose Hall	1	50-60

Residential Block (G+5 - 33000 sft. approx.):

S.No.	Description	Nos. available	Seating Capacity or Total Occupancy
1.	Member's Lounge	1	18-20
2.	Recreation Room	1	18-20
3.	13 rooms in 1 st , 2 nd & 3 rd floors and each room is on twin sharing basis	39	78
4.	Three BHK Flats on twin sharing basis - 4 th Floor	2	12
5.	Three BHK Flats on twin sharing basis - 5 th Floor	2	12

Present Setup

At present CoE of ICAI, Hyderabad do not have a Wi-fi set up but it has an Internet Lease Line (ILL) provided by Tata Teleservices which is of 30 Mbps capacity and all the computing needs are dependent on this. We propose 100 Mbps for the wifi set up.

The managed wifi solution should have the following potentials

- Service Configuration
- Page Management
- Automated Authentication (OTP)
- Site Specific Customization
- Compliances as per DOT & TRAI

The Solution should have appropriate support and monitoring with 24x7 Network Operations Centre support with last mile Device and user access.

A Bill of Quantities (BoQ) is placed below:

Access Points (AP) Quantity

Institutional Block*:

S.No.	Area Name	AP Quantity	Remarks
1	Reception Area	1	Ground floor
2	Admin area	1	Ground Floor
3	Auditorium	3	Ground Floor
4	Conference Hall 1	2	Ground Floor
5	Conference Hall 2	2	Ground Floor
6	Cafeteria	2	Ground Floor
7	Open Area	3	Ground Floor
8	DCO office/Open Hall	1	1st Floor
9	Library	1	1st Floor
10	Conference Hall 3	2	1st Floor
11	Meeting Rooms 4	4	1st Floor
12	Forensic Lab	2	1st Floor
	Total	24	

** The quantity may vary depends on the final assessment by the Service Provider.*

Residential Block:

S.No.	Area Name	AP Quantity	Remarks
1	Members Lounge, Reception Area, Recreation Room	2	Ground floor

2	1 st Floor 13 rooms + Open area 1	14	1 st Floor
3	2 nd Floor 13 rooms + Open area 1	14	2 nd Floor
4	3 rd Floor 13 rooms + Open area 1	14	3 rd Floor
5	4 th Floor - 2 flats	2	4 th Floor
6	4 th Floor open area	1	4 th Floor
7	5 th Floor 2 flats	2	5 th Floor
8	5 th Floor open area	1	5 th Floor
	Total	50	
	Total Access points (Institutional & Residential Blocks):	74	

S.No.	Equipment	Unit	Equivalent Makes (Only)
1	EAP1300AP (Access Point)	60	Engenius or any Reputed Brand
2	EWS357AP (Access Point)	20	Engenius or any Reputed Brand
3	AnexGATE AWP 4 Port (Controller/ Router)	1	Anexgate or any Reputed Brand
4	8 Port POE switch 2910P (Switch)	17	Engenius or any Reputed Brand
5	SFP Module-1.25G-SM-LC	4	Reputed brand
6	Spike Guard	10	Reputed brand
7	Fiber Patch cords-SM-LC-LC	8	Reputed brand
8	CAT5e/CAT 6 in mtr - AP	3700	Reputed brand
9	Fiber 6 F in mtr	300	Reputed brand
10	Tiffin Box	4	Reputed brand
11	4U racks	10	Reputed brand
12	RJ45Connector	240	Reputed brand
13	Fire Wall	1	Fortigate/ Reputed brand

Other General Features relating to Scope of Work:

- **Inclusion of ISP Bandwidth:** We propose 100 Mbps, however, recognize the importance of ISP bandwidth, the scope encompasses the evaluation and recommendation of suitable ISP plans to ensure reliable and high-performance connectivity for the managed WiFi solution.
- **Firewall Implementation:** Acknowledging the critical role of network security, the scope now includes the implementation of a firewall to enhance security measures within the managed WiFi solution.
- End to End Managed Solution
 - Bandwidth for Wifi
 - Carrier Grade Wifi Infra
 - Managed Wifi Solution (end user management)
- Wifi Infrastructure:
 - Access Point
 - Switches & Routers
 - Deployment of Cabling and Configuration of Network
 - RF Pollution Check & Integration
 - Backend and Front Setup
- Managed Wifi:
 - Service Configuration
 - Page Management
 - Automated Authentication (OTP)
 - Site specific customization
 - Compliance as per DOT and TRAI
- Support & Monitoring:
 - 24x7 NOC Support (3 Level)
 - Last Mile /Devices / User Access
- Bundled Solution:
 - Solution with BW + Infra + Managed Wifi / BW + Managed Wifi.
- Access Point of Ruckus
- Robust AAA for User Level Management
- Co-Branded Login Page
- 24x7 NOC Support
- 3 Layer Monitoring, i.e., Bandwidth, Wifi Infra and User
- TRAI and DOT Compliant Services
- Standard Services Across Venue / Office
- Login Management Portal
- Central Access Level Controller
- PMS Integration
- Configure Infra and BW per user
- IP Configuration
- Support Mobile/Tabs/Laptops of all Major Brands
- Web filtering solution (Optional)
- MIS – Monthly
- Maintain DOT/TRAI Compliant Logs
- Should capture the requirements for Managed Wifi, such as, overall area to be covered, office floors, area per floor, estimate overall BoQ to be used for Managed Wifi Solution.

- To estimate total user logins for accessing Wifi
- Number of Devices per user & concurrency
- Bandwidth per devices and per user level
- Need of estimated requirement for the current and future use
- User level configuration with OTP and Soft Key Module
- Deployment and configure
- Level 1 technical support services
- Customized Landing Pages
- Surveys and Campaigns
- Schedule Campaigns and Surveys
- Manage landing pages
- Define content available on wi-fi
- Manage wi-fi timing
- Auto-Login registered wi-fi users
- Display communication prior to auto-login
- Register IoT and Smart Devices on Wi-Fi
- Cast from laptop to TV
- Inter campus Roaming Enabled
- Wi-Fi Dashboard
- User, bandwidth & uptime
- Traffic and session graphs
- Browsed traffic categories
- Blocked and allowed sites
- Survey responses
- Customised Portal
- Single Authentication
- Customised User Group
- Survey & Feedback
- Inter Hotspot Roaming
- Support IOT Devices
- Customised Dashboard
- Other solutions like Innovative, Bundled Services, Best SLA, 100% Compliance, always near to the user, etc.

SECTION – IV

GENERAL CONDITIONS OF CONTRACT (GCC)

1. CONDITIONS PRECEDENT

Subject to express terms to the contrary, the rights of the successful bidder and obligations of ICAI under this Tender 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 Vendor/ Service provider.

- i) The Successful Bidder shall be required to accept the LoI/Work order within Ten days of its issuance.
- ii) The Successful Bidder shall be required to furnish Performance Security of requisite value as stipulated in this Tender Document to the ICAI within Ten days from the date of award of work.
- iii) The Successful Bidder shall be required to execute the Agreement within Ten days of acceptance 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 fulfill 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 and any amount due and payable to the successful bidder by the ICAI as the case may be.

2. REPRESENTATIONS AND WARRANTIES

The Bidder/ Tenderer represents and warrants to the 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 Tender Document/ ensuing Agreement 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 Tender and to validly exercise its rights and perform its obligations under this Tender and under ensuing agreement.
- c) The Vendor/ Service Provider shall have the financial standing and capacity to undertake the proposed Project in accordance with the terms of this Tender.
- d) In providing the Services, it shall not cause any disruption to ICAI's normal operations.
- e) This Tender 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 Tender 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 respects and nothing is suppressed or mis-represented.
- g) The execution, delivery and performance of Agreement arising out of this Tender shall not conflict with, result in the breach of, constitute a default by any of the terms of its

Memorandum or Articles of Associations or under 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 Tender or ensuing Agreement 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 Tender or ensuing Agreement;
- i) It has committed no violation or default with respect to 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 Tender or ensuing Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Tender or ensuing Agreement;
- 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 Tender or ensuing Agreement.
- k) It and its personnel have the necessary experience, skill, knowledge and competence to perform the services, under the Tender document.
- 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 fees, commission or otherwise by entering into this Tender or for influencing or attempting to influence any officer or employee 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.

3. APPLICATION

These general conditions shall apply to the extent that provisions in other parts of the tender 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 Tender, the interpretation/ clarification of the ICAI shall be final and binding on the Agencies.

4. TENDER CLARIFICATIONS

During pre-qualification and technical evaluation of the Proposals, ICAI may, at its sole discretion, ask Bidders for clarifications on their proposal. The Bidders shall respond within the time frame prescribed by ICAI. Any word used in singular shall have the connotation of plural as well. Any document which is otherwise required to be submitted by the bidder along with bid to make it eligible to qualify for evaluation of its bid shall neither be asked by the ICAI nor will be accepted by ICAI under this clause or otherwise.

5. AMENDMENTS IN TENDER

At any time prior to the deadline for submission of bid, ICAI may for any reason, modify the Tender. The Bidders having received the Tender shall be notified of the amendments by posting the same at ICAI's website under the link: <https://www.icaai.org> and such amendments shall be binding on them.

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

It shall be the sole responsibility of the bidder(s) or intending bidder(s) to check the website of ICAI, from time to time, for any amendments to the Tender document. ICAI shall not be responsible for any failure by the bidder in this regard.

6. DISQUALIFICATIONS

ICAI may at its sole discretion and at any time during the evaluation of Proposal, disqualify any bidder, if the bidder has: Submitted the Proposal 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, inordinate delay in completion of contractual obligations or financial failures, etc. in any work in the preceding three years; submitted a proposal that is not accompanied by required documentation or is non-responsive; Failed to provide clarifications related thereto, when sought; Submitted more than one Proposal; Declared ineligible by the Government of India or any other body for corrupt and fraudulent practices or blacklisted or modified or altered any or all of the terms and conditions of the Tender or submitted a proposal with price adjustment/ variation.

7. DEADLINE FOR SUBMISSION OF PROPOSALS

Proposals from Bidders, complete in all respects must be received by ICAI at the address and by the date and time specified in the Tender.

8. Confidentiality

- 8.1 Confidential Information means any information or data, in any form or storage medium whatsoever, of any nature in relation to ICAI that may be provided by ICAI to the Vendor on confidential basis in terms of the Contract.
- 8.2 The Vendor shall, at all times, during the continuance of the Contract or otherwise shall
 - (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 Vendor 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.
- 8.3 The obligations of the Vendor under this clause shall survive for 2 years beyond the termination of the contract.

9. Assignments

The successful bidder shall not assign or sub-let 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.

10. Schedule of Supply and Installation

The work of cabling, installation of hardware and access to internet/ wi-fi should be completed within Thirty days from the date of issue of Letter of Intent.

11. SUFFICIENCY OF TENDER

Bidder must get acquainted with the proposed work and requirements, conditions of contract, services and other tender documents carefully before tendering. No request of any change in rates or conditions for want of information on any particular point shall be entertained after receipt of the tenders. In case of any discrepancies or uncertainty concerning anything contained in the tender documents, the bidder shall obtain the ICAI's clarification and quote his rates accordingly. No claim for additional payment shall be entertained, if the bidder fails to comply with this requirement.

No extra charges consequent upon any misunderstanding or otherwise shall be allowed.

The bidder must, prior to submitting his tender, make local and independent enquiries and obtain complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith, and must consider the nature and extent of all the probable and possible situations or interferences to or with the production of series of talk shows for ICAI, and must examine and consider all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution of the contract and which might influence it in making its tender.

The bidder shall be deemed to have full knowledge of the scope of work and requirements mentioned therein including office of ICAI whether or not he actually inspects them. The bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and costs quoted in the Quotation, which rates and costs shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for production of series of talk shows for ICAI as envisaged in the tender.

Obtaining necessary NOCs/ approval/ sanctions from concerned statutory authorities shall be the duty of the successful bidder. No extra payment shall be made in these regards by ICAI.

The tender shall be filled in, signed with all particulars, completed and submitted by one duly authorized to do so and he has to satisfy the ICAI that he is competent and authorized to enter into a legally binding and valid contract.

The bidder is requested to study the tender document in detail and familiarize himself with all its conditions, before quoting the rates and any request for revision of rates or terms and conditions shall not be entertained in this regard.

Tender documents shall be filled in neat & legible writing, sealed & signed on each page. Overwriting must be avoided. In case of overwriting, the same shall be signed by the bidder at each place.

No queries shall be entertained by the ICAI or officials appointed by ICAI regarding the process of selection, and the ICAI's decision in this regard shall be final and binding.

The ICAI reserves the right to modify/ alter any of the conditions of the tender document by providing an Addendum/ Corrigendum.

The right of acceptance of a tender shall vest with the ICAI, which does not bind itself to accept the lowest tender, and reserves with it the authority to reject any or all the tenders received, without assigning any reason. All tenders, in which any of the prescribed conditions is not fulfilled or are incomplete in any respect, are liable to be rejected.

12. LAWS GOVERNING THE CONTRACT:

This contract shall be governed by the Indian Laws for the time being in force. The contract is confidential and must be strictly confined to the purposes of the contract. The original and duplicate copies of the contract shall be signed by the ICAI and the Service Provider or their accredited representative. The original shall be kept in the safe custody of the ICAI and the duplicate copy shall be handed over to the Service Provider.

13. GUARANTEE

The Vendor shall provide the guarantee / Warranty of all the equipment's as per specifications. All equipment's shall be standard guarantee / Warranty as per manufacturer policy. The installation shall be covered by the conditions that whole installation or any part thereof found defective within guarantee / Warranty from the date of taking over shall be replaced or repaired by the Vendor/Service Provider free of charge as decided by the ICAI.

14. SCOPE OF SERVICES:

Scope of Services shall be as detailed in Scope of Work

15. DISCREPANCIES AND ADJUSTMENT OF ERRORS:

- i) All the documents forming the contract are to be taken as mutually explanatory of one another. In case of discrepancy, ICAI shall be sole deciding authority with regard to intention and interpretation of the document and his decision in this respect shall be final and binding upon the Bidder.
- ii) The Bidder shall fill in the rates and amount both in figures as well as in words. The amount for each item should be worked out and totaled.
 - a) The rates, amounts and all other entries in the Tender documents shall be written by hand in ink only.
 - b) All corrections should be attested by the Bidder with his dated initials as many times as the corrections occur.
 - c) Any tender with unattested overwriting or corrections is liable to be rejected.
- iii) Any error in description, quantity or rate in the bid or any omission there from shall not vitiate the contract or release the Vendor from the execution of the whole or any part of the works comprised therein or from any of his obligations under the contract. Any error in rate or amount in the financial bid shall be adjusted in accordance with the following rules:
 - a) In the event of a discrepancy between description in words and figures in the

rate/amount quoted by Bidder the description in words shall prevail.

- b) In the event of an error occurring in the amount column of Financial Bid as a result of wrong extension of unit rate and quantity, the unit rate quoted by Bidders shall be regarded as firm and the extension shall be amended on the basis of the rate.
- c) All errors in totaling in the amount column and in carrying forward totals shall be corrected.
- d) All rates shall be quoted on the tender form provided in the Financial Bid. In case Vendor misses to quote rate for any item, the rate for that particular item shall be treated as 'Zero' and Successful Bidder would be bound to execute that item without any payment.

16. EARNEST MONEY DEPOSIT & SECURITY DEPOSIT

The bidders shall submit interest free refundable Earnest Money Deposit (EMD) of Rs.3,00,000/- (Rupees Three Lakhs only), in the form of Demand Draft drawn in favour of "The Secretary, Institute of Chartered Accountants of India", payable at Delhi.

In case of the unsuccessful bidders, Earnest Money Deposit shall be returned after finalization of the tender process or within three months from the date of opening of tender, whichever is earlier. No interest shall be payable on the EMD.

In case of the successful Tenderer, EMD may be refunded after furnishing the Performance Security of requisite value in the form of Security Deposit or Irrevocable Bank Guarantee issued by a Nationalized/ Scheduled Commercial Bank in favour of the Secretary, the Institute of Chartered Accountants of India If successful Tenderer does not pay the Performance Security in the prescribed time limit and does not execute the Agreement, his earnest money deposit shall be forfeited.

In addition to other provisions, terms and conditions mentioned herein, the EMD shall be liable to be forfeited in any of the following conditions also:

- i) The Bidder unilaterally modifies its application price or places any additional condition or request to change any of the terms and conditions of the Tender document or Letter of Intent/Work order any time after submission of Bid including after being declared as successful bidder.
- ii) The tenderer withdraws its/ his offer during the tender validity period or non- acceptance of Letter of Intent/ work order by the successful Bidder.
- iii) The tenderer fails to furnish performance security within stipulated days from the issuance of award of the work/ Letter of Intent/ Work Order.
- iv) Successful bidder fail to commence the work within the stipulated time.
- v) The successful bidder refuses/ fails to execute the Agreement within the prescribed time.
- vi) The Bidder founds to be indulged in Canvassing or indulged in Fraud, Corruption, Bid Rigging, Collusive Biding, Misrepresentation, Mal Practices etc. in whatsoever manner in connection with the tender.
- vii) The Bidder founds to be suppressing the information or furnishing wrong or incomplete information or providing information which is misleading, false etc. and/or submitting

documents which are fabricated or forged.

- viii) The bidder fails to honour or refuses to comply with or modifies any or all terms and conditions of the tender.
- ix) The successful bidder fails to handover the Insurance Policy, Guarantee/ Warranty documents in original to ICAI within prescribed time from the date of Letter of Intent/ Work Order.
- x) Bidder does not respond to requests for clarification of their Bid or fails to co-operate in the Bid Evaluation Process.

17. PERFORMANCE SECURITY

The successful Bidder shall be required to furnish within Ten days of acceptance of his bid, Performance Security either in the form of Security Deposit or Bank guarantee for performance for an amount of Rs.7,00,000/- (Rupees Seven lakhs only) or an amount equivalent to 10% of the Annual Contract value whichever is higher, with the ICAI in the manner indicated herein.

All compensations or other sums payable by the Vendor/ Service Provider under the terms of this Contract or any other Contract or any account may be deducted from his Performance Security or from any sums which may be due to him or may become due to him by ICAI on any account and in the event of the security being reduced by reason of any such above noted deductions, the Vendor/ Service Provider shall within 10 days of receipt of notice of demand from the ICAI make good the deficit.

No interest shall be paid on the Performance Security.

Compensation for any loss resulting from the Vendor/Service Provider's failure to complete his obligation under this contract may be recovered by ICAI out of Performance Security or any amount payable to the Vendor/ Service Provider.

The Performance Security, if otherwise not ineligible to be released, shall be refunded after the completion of the completion of Contract Period which includes hand holding Period, Guarantee/ Warranty Period plus 90 days thereafter.

In addition to other provisions, terms and conditions mentioned herein, Performance Security including any other amount due and payable by the Institute to the Vendor/ Service Provider, shall liable to be forfeited in any of the following conditions also:

- i) the successful Bidder modifies its application price or places any additional condition or request to change any of the terms and conditions of the Tender document or Letter of Intent/Work order any time after being declared as successful bidder
- ii) the successful bidder withdraws its/his offer during the period of agreement.
- iii) the successful bidder refuses/fails to execute the Agreement within prescribed time.
- iv) the successful bidder fails to perform the work to the satisfaction of the ICAI.
- v) the successful Bidder founds to be indulged in Canvassing or indulge in Fraud, Corruption, Bid Rigging, Collusive Bidding, Misrepresentation, Mal Practices etc. in whatsoever manner or any of the corrupt practices in any form in connection with tender.
- vi) the Successful Bidder is found to be suppressing the information or furnishing wrong or incomplete information or providing information which is misleading, false etc. and/or submitting documents which are fabricated or forged.
- vii) The successful bidder fails to honour or refuses to comply with or modifies any or all terms and conditions of the tender or Agreement.

- viii) The successful bidder assigns or sub-lets the work under the contract without the prior written permission from the ICAI.
- ix) if the service of the Vendor/ Service Provider is found unsatisfactory or the Vendor/ Service Provider changes the rates of contract during the contract period.
- x) the successful bidder fails to or delays in performing the assigned task beyond given timeline or fails or delays in curing the defects or fails to meet the quality specifications or fails to rectify technical difficulties etc. within a specified time.
- xi) On failure to pay the Liquidated Damages and/ or Penalty within the stipulated time.
- xii) Any amount which ICAI becomes liable to pay to the Govt/ third party on behalf of any default of the Vendor/Service Provider or any of his servant/agents.
- xiii) Any payment/fine made under an order judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
- xiv) If the successful bidder fails to submit the Insurance Policy, Guarantee/ Warranty Documents in original to the ICAI within stipulated time.
- xv) If the successful bidder violates any of the applicable laws including Labour Laws, rules, regulations, notifications, orders, directions, guidelines, Acts etc.
- xvi) The Performance Security Deposit furnished by the successful bidder will be returned after three months from the expiry or earlier determination of contract, provided the Vendor/Service Provider discharges his services, according to terms & conditions and to the satisfaction of the ICAI.

18. RATES

The rates as quoted shall be valid up to a period of three year as per the agreed contract for three years. No claim for escalation of Service charges shall be entertained.

19. PAYMENT TERMS

The payment would be made within Fourteen days after receipt of proper bill/ invoice from the Service Provider for the said services. The Vendor/Firm/Company to whom the Contract is assigned, shall forward its bill so as to reach the ICAI within Seven days after the satisfactory completion of work. Payment of the Bills shall be made after scrutiny/ verification in respect of the services rendered. TDS will be deducted as per the prevailing rate. The Agency must submit a copy of all documents/records relating to Statutory Requirements, such as, PF, ESI, etc. pertaining to Personnel (Name-wise) of the Agency deputed at the site every month along with the Bill, failing which the Bill may not be processed. Also submit the copies of proof of payment of GST & other taxes, if any along with the Bill for our records.

- 20.** The successful Vendor/Firm/Company shall render their Services as per the Scope of Work in terms of the quality standards as per the terms of the tender. The quality of service shall be outstanding and any deviation on account of quality of services shall give right to ICAI to terminate the contract. In case the Vendor/Firm/Company to whom the contract has been awarded fails to execute the job as per the terms and conditions of the contract, work will be got executed through other Vendor/Firm/Company at the risk and cost of the defaulting Vendor/ Service Provider.

The ICAI reserves the right to appoint alternate arrangement by giving due caution notice and levying penalty as deemed appropriate in this regard.

21. PERIOD OF CONTRACT

The contract shall be valid initially for a period of **THREE YEARS** from the date of award of contract which is inclusive of completion of work of cabling & installation &

commissioning of hardware and access to internet/ Wi-fi within Thirty days from the issue of LoI followed by hand holding Period of Three years thereafter. On expiry of contract, ICAI will evaluate the performance of services of the Agency. If the services are found satisfactory, the ICAI reserves the right to extend the contract for another one year or more as per the discretion of ICAI on the same terms and conditions or the terms as may be mutually agreed. In case of extension of contract is agreed, the revision in Tariff would be finalised as per the terms mutually agreed subject to maximum variation of 10%.

22. TERMINATION OF CONTRACT

22.1 Either party may terminate the Contract, without assigning any reason, by giving a 90 days notice in writing to the other.

22.2 Notwithstanding anything contained at Clause 7.1 herein above and in addition to any other rights or remedy available to ICAI, the ICAI may terminate the contract, at its option in whole or part, by giving one month notice in writing, in case of any of the following violations by the Vendor/Firm/Company, if the violations are not remedied in the notice period to the satisfaction of the ICAI.

- i. the Vendor/Firm/Company refuses to render all or any of the Services at CENTRE OF EXCELLENCE, ICAI Bhawan, Plot No.10&11, Financial District, Nanakramguda, Gachibowli, Hyderabad – 500032 which the Vendor/Firm/Company is required to render as per the Contract agreed for, or refuse to render the same within the timeframe or in the manner or otherwise according to the Contract;
- ii. the Vendor/Firm/Company becomes incapable of or unable to perform the Contract;
- iii. death of proprietor or dissolution of Vendor/Firm/Company or commencement of liquidation or winding up proceedings or appointment of a Receiver or insolvency of the Vendor/Firm/Company;
- iv. distress execution or other legal process being levied on or upon any of the Vendor/Firm/Company's assets.
- v. the Vendor/Firm/Company or any person employed by him made an offer for any purpose in connection with the Contract by way of any gift, gratuity, royalty, commission, gratification or other inducement (whether in money or in any other form) to any employee or agent of the ICAI. The decision of the ICAI as to whether any of the event/contingencies mentioned above has occurred shall be final and binding upon the Vendor/Firm/Company.
- vi. Vendor/Firm/Company assigns or sub-lets the work under the contract without the prior written permission from the ICAI.

22.3 Upon termination of the contract in whole or in part, the Vendor/Firm/Company shall be entitled only to receive payment in accordance with the Contract for the said services rendered under the contract till the date of termination of contract, and shall not be entitled to any other payment or compensation.

22.4 **Consequences of Termination:** Upon termination of the Contract for whatsoever reason, 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. Also, the Service Provider shall return to ICAI any property (including written or computer records of any kind) in its possession which belong to ICAI. Any amount or money i.e. advance already given to the Agency in respect of third party expenses or otherwise by the ICAI

and the same has not been utilized for the purpose, would also need to be returned to the ICAI.

23. INDEMNITY:

The Vendor/Firm/Company shall at all times indemnify the ICAI and shall keep it indemnified from and against any claim, loss, damage, action, proceedings, costs, charges and expenses that may be suffered or incurred by the ICAI on account of any misrepresentation or material breach of any representation made by the Vendor/Firm/Company or the terms and conditions herein contained or on account of any default or breach or violation or non-performance or non-observance of any applicable law, statute, rule, regulation, directive or guidelines by Vendor/Firm/Company or any of its employees or representatives or agents in relation to the contract and attributable to Vendor/Service Provider/Company.

24. PENALTY:

If the performance of work/services is delayed beyond time schedule due to reasons attributed to the Successful Bidder and if the same has not been otherwise extended by the first party herein, the Successful Bidder as under;

- ½ percent of total value of contract, for each day of delay in case of goods/ services expected to be delivered within 7 days.
- 1 percent of total value of contract, for each day of delay in case of goods/ services expected to be delivered beyond 7 days, but upto 14 days.
- 2 percent of total value of contract, for each day of delay in case of goods/ services expected to be delivered beyond 14 days.

25. The ICAI may at any time require the Vendor/Service Provider to effect change in the unit strength depending on the exigencies of the circumstances to which the Vendor/Firm/Company shall comply and any such change shall be subject to the terms and conditions as herein contained.

26. Apart from the final agreed rates, no other charges of any kind shall be admissible to or payable by ICAI to the Vendor/Firm/Company. Payment due to Vendor/Firm/Company would be made after scrutiny/verification of the services rendered and as agreed.

27. The person deployed by the Vendor/Firm/Company shall have at least the minimum knowledge of reading and writing so as to be able to make entries in the registers kept at the security desk/booth whenever required and also to write their names in the register and mark their arrival and departure by signing in the register.

28. The Vendor/Firm/Company shall provide with photo identities to each personnel deployed by it at the Premises at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition.

29. The Vendor/Firm/Company shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to interest of ICAI. The personnel deployed shall also be polite and cordial while discharging their duties at the Premises and their actions shall be such as enhance the image of ICAI.

30. The Vendor/Firm/Company shall have full control and supervision over the personnel deployed by it at the Premises. It shall give necessary guidance and directions to its personnel to efficiently carry out the assigned duties and shall ensure that the personnel deployed by it shall

not act in any manner as to cause any nuisance in the Premises or annoyance to ICAI, its staff and guests.

31. The Vendor/Firm/Company shall ensure that its personnel shall not at any time divulge or make known any information of the affairs, activities of ICAI or its staff or regarding any equipment installed in the Premises to any person not connected with the affairs of ICAI.

32. In case of any loss that might be caused to ICAI due to any lapse on the part of the personnel discharging their responsibilities, the same shall be borne by the Vendor/Firm/Company Agency and in this connection, the ICAI shall have the right to deduct appropriate amount from the bill/security deposit of Vendor/Firm/Company to make good such loss to ICAI, in case of frequent lapses on the part of the Maintenance.

33. The Vendor/Firm/Company shall at its own cost and initiative fully comply with all applicable laws of the land and with all applicable by-laws, rules, regulations and any other provisions having the force of law, made or promulgated or deemed to be made or promulgated by any government, government agency or department, municipal board or any other government or regulatory body etc.

34. The Vendor/Firm/Company shall comply with all representations, grievances of the personnel deployed by it at the Premises. The Vendor/Firm/Company 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.

35. The Vendor/Firm/Company shall not assign/ sublet the work or any part thereof except with the prior written consent of the ICAI. Such consent even if provided shall not relieve the Vendor/Firm/Company from any liability or any obligation under the contract.

36. 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-
 - (i) Take into account at the time of the conclusion of the Agreement, and
 - (ii) 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 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.

37. BLACKLISTING

Without prejudices to the other rights, the ICAI reserves the right to blacklist the Vendor/Firm/Company in case the Vendor/Firm/Company commits breach of any terms and conditions of the contract and such blacklisting shall be for the period as decided by the ICAI.

38. ARBITRATION CLAUSE

That in the event of any question, dispute or differences arising out of or in connection with any of the terms and conditions of the tender document or the agreement arising thereunder, in the first instance, the parties hereto shall try to resolve the same by mutual consultation, failing which the same shall be referred to the sole arbitrator to be appointed mutually by 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 Hyderabad and the language of the arbitration proceeding shall be English. The arbitral award shall be final and binding upon both the parties. All Arbitral Awards shall be in writing and shall state the reasons therefor. The cost of the Arbitration shall be borne by both the parties equally.

39. SEVERABILITY:

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

40. WAIVER:

No failure to exercise or enforce and no delay in exercising or enforcing on the part of ICAI to this RFP or ensuing Agreement entered thereunder of any right, remedy or provision of this RFP or ensuing Agreement shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision

41. FALL BACK:

In case of breach of terms of the Tender or Agreement arising therefrom committed by the Successful Bidder, the ICAI may terminate the contract by giving 30 days notice and may *inter alia* further award contract to any other Service Provider/ Vendor at the risk and cost of the defaulting Service Provider/ Vendor. In such case, any higher price to be paid by ICAI to the newly appointed Service Provider/ Vendor, the same shall be recoverable from the defaulting Successful Bidder.

42. JURISDICTION

Subject to the aforesaid arbitration clause, any dispute between the parties arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the Courts at Hyderabad only.

43. AMENDMENT TO CONTRACT

The contract shall not be deemed or understood to have been amended unless amended by a document signed by an authorised representative of each of the parties to the Contract.

44. TAXES AND DUTIES

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

45. OTHER SPECIFIC CONDITIONS

1. The Vendor/Firm/Company shall provide quality of service as per the requirement of the management of ICAI and the decision of the management of ICAI in respect of quantity and quality shall be final.
2. The Vendor/Firm/Company shall provide the services round the clock, accordingly, there would not be any holiday for these services.
3. Ensure all employees are free of any contagious diseases or ailments.
4. Ensure all employees are well mannered and display courteous behaviour.
5. Ensure to provide all the information required, during inspections by the management team appointed by ICAI and ensure all points are adhered to. Further periodic checking/ performance audit by a professional monitoring agency (engaged by ICAI) shall also be carried out to evaluate the performance of the team.
6. Any violation to the terms and conditions of the contract shall attract penalty on the Vendor/Service Provider which shall be decided by the ICAI and the same shall be binding and acceptable on/to the Vendor/Service Provider.
7. The Vendor/Firm/Company shall ensure that all the tools/material shall be made available with their deployed personnel for the said services.
8. The Vendor/Firm/Company or his manager who should be qualified and professionally experienced must be available at all times to attend the complaints, if any.

Safety Rules:

9. From the date of execution of this Order, the Vendor/Firm/Company is solely responsible for safety of all related equipment. Therefore, the Vendor/Firm/Company need to ensure complete safety of the related equipment of Wifi and ILL Services. The ICAI will not be responsible for any claims on any of such grounds at any point of time.
10. In the event of accident, any damage is caused to their personnel or equipment, while carrying out their duties, the Vendor/Firm/Company shall remain fully liable and responsible for such accidents/damages to the all concerned. Any liability arising out of such a situation shall be SOLELY AND COMPLETELY borne by the appointed Vendor/Firm/Company.
11. Further, the Vendor/Firm/Company is also responsible to compensate the ICAI for any losses / damages suffered by it or by any of its property failing which the losses or

damages shall be recovered from the EMD and bills to be paid to the Vendor/Firm/Company. In case of the claim of damage is more than the deposits of the Agency available, the Agency must liable to pay the same without fail, else, the matter may be settled through Legal Course.

12. The Vendor/Firm/Company shall have to comply with all statutory safety rules/regulations/compliances. The Vendor/Firm/Company shall also have to provide Tools for carrying out the work relating to Wifi & ILL Services. No extra payment will be made by the ICAI on this account.

SECTION-V: BID OPENING, EVALUATION PROCESS AND SELECTION PROCEDURE

1. Evaluation of Proposals:

The Bids will be opened as per the schedule. Authorized representatives of the Bidders may be present during the Bid Opening, if desired. Bid Evaluation Committee constituted by ICAI will evaluate the Proposals submitted by Bidders. Subject to terms mentioned in the Tender document, the process, as explained below, will be adopted for evaluation of Proposals submitted by the specified date and time.

For the purpose of selection of the vendor, overall evaluation of the Proposals will be done in two stages i.e. Technical and Financial evaluation based on Quality and Cost Based Selection (QCBS). The final awarding of the contract will be done based on a Quality & Cost Based Selection (QCBS) procedure with 70% weightage towards Technical Bid and 30% weightage towards Commercial Bid.

2. Pre-qualification Evaluation:

Preliminary scrutiny of the Proposals for eligibility will be done to determine whether: The Bidders meet the eligibility criteria as defined under:

- Relevant documents have been attached.
- Tender Fee is as per requirement.
- EMD is as per requirement

NOTE: Proposals not conforming to the above requirements shall be rejected.

3. Evaluation of Technical Proposal:

Technical Proposals would be evaluated only for those Bidders, who qualify the Pre-Qualification Evaluation. The Technical Evaluation shall be based on the parameters and weightages as mentioned in the table below.

NOTE: The Technical Proposal must not include any financial information failing which the Proposal will be rejected.

This includes verification of Eligibility criteria and Evaluation of Technical Parameters.

Evaluation Criterion:

Sr. No.	Parameters	Maximum Marks and Points	Maximum Marks
----------------	-------------------	---------------------------------	----------------------

1.	Turnover: 50 Lakhs, 51 to 100 Lakhs & Above 100 Lakhs)	50 Lakhs: 10 51 to 100 Lakhs: 20 Above 100 Lakhs: 25	25
2.	Proof of Registration with the Govt. (Firm, Service Provider, Company, etc.)	Company : 20 Firm: 10 Others: 05	20
3.	Proof of Statutory Requirement Registrations, such as, GST, PF, ESI, etc.	15	15
4.	Experience with- Central, State Govts., PSUs, Autonomous bodies, & Universities.	15	15
5.	Experience with others	10	10
6.	Submission of DD for Tender Fee & EMD	05	05
7.	Possessing Registered/ Support office at Hyderabad	05	05
8.	Schedule for Proof of Concept (POC)	05	05
Total Technical Score (Ts):			100

- The Bidder(s) who score below 70% overall, and 50% in the each specified technical parameters in the checklist, will not be eligible for financial evaluation.
- To qualify for Financial Evaluation, a bidder is required to score minimum 70% in aggregate in the Technical Evaluation of the Bid.

4. Evaluation of Financial Bid.

- The financial bid of only those bidder(s) who have been found to be technically eligible, shall be opened.
- The financial bids shall be opened in the 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 on ICAI Website.

Combined QCBS Evaluation

The score of technical proposal would be given 70% weightage, and the financial proposal would be given 30% 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:

$$\text{Combined Score} = 70\% \times Ts + 30\% \times Fs$$

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

$$Fs = 100 \times FI/F$$

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.

The bidder with the highest Combined Score shall be declared “Q1” and selected.

If two or more Bidders 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.

INFORMATION ABOUT TENDERER

- 1 Name of Tenderer
- 2 Address with telephone/fax Nos.
 - (A) Head office
 - (B) Branch Office
- 3 Telegraphic Address/E-Mail Address
4. (a) Is your Vendor/Firm/Company registered under the Indian Partnership Act 1932?
If so, give the name & address of the partners along with the Registration No.
- b) Is your concern a proprietary concern? If so, give
Name and Address of the proprietor.
- (c) Is your concern incorporated under the Companies Act
Or any other law in India? If yes, please give copies
of relevant documents like Memorandum & Articles of
Association and Incorporation Certificate, Bye laws, etc.
- 5 Have your concern changed its name at any time?
If so, when and the reasons thereof.
6. Date of commencement of Business
7. No. of personnel at its roll
8. GST registration No.
9. Income Tax Assessment / Order for last three years.
10. Name & address of Principal Bankers.
11. Details of Places where Wifi & ILL Services are being provided to Govt. / Public Sector
Undertaking/ Educational Institutions/ Public Limited co., in the past three years in the format
given hereunder?.

Details of Wifi & ILL Services carried out during the last 3 years:

Organisation	Nature of Job	Value	Area covered	Contact Person at such orgn. with Tel. No. and his designation

12. Details of infrastructure: Please furnish complete details of manpower available justifying your case.

13. Turnover/Receipts (last 3 years)

2020-2021	2021-2022	2022-2023

Please enclose copy of latest balance sheet and profit and loss Account.

14. We are enclosing herewith Earnest Money Deposit (Interest free) of Rs._____ through D.D./Pay Order No Dated in favour of the Secretary, the Institute of Chartered Accountants of India payable at Delhi.

15. Any other relevant information.

Signature of the tenderer(s)

Name and Designation of authorised person signing the tender on behalf of the tenderer(s) with Rubber Stamp. Full Name and address of the tenderer(s).

DECLARATION LETTER FROM THE VENDOR/SERVICE PROVIDER

Reference No.....

Date.....

From:

.....

.....

SUB: Tender for providing WIFI ZONE WITH INTERNET LEASE LINE (ILL) Services at ICAI Centre of Excellence, at ICAI Bhawan, Plot No.10&11, Financial District, Nanakramguda, Gachibowli, Hyderabad – 500032

Dear Sir,

Having examined the captioned Tender Documents consisting of Invitation to Tenderer(s), Instructions to Tenderer(s), General Conditions, Scope of Work etc, (hereinafter called the Tender Documents) and having understood the provisions of the said tender documents, having thoroughly studied the requirements mentioned in the Tender documents, I/We hereby submit my/our offer to you in accordance with the terms and conditions and within the time mentioned in the Tender Documents at the price quoted by me/us in the Financial Bid Form along with Technical Bid being submitted separately duly signed in a sealed cover as required. I/We have enclosed herewith duly signed the following documents namely:

1. Instructions to Tenderer(s)
2. Scope of Work
3. General Conditions
4. Information about the Tenderer
5. Technical Bid
6. Price offered Part i.e. Financial Bid
7. Other documents as required

I/We hereby undertake that the statements made herein and the information given by me/ us are true in all respect and that in the event of any such statement or information being found to be incorrect in respect of any of particulars, the same may be construed to be a misrepresentation entitling the ICAI to avoid any resultant contract/to terminate the contract and I/we will compensate the ICAI for any loss/damage caused due to such misrepresentation and the ICAI may also, at its discretion, may blacklist me/us (the Bidder).

The Tenderer shall be required to deposit and keep deposited along with the tender documents Earnest Money Deposit of Rs. _____/- with the ICAI in terms of provisions of General conditions.

I/We confirm having deposited two demand drafts: -

- (i) Earnest Money of Rs. _____/(Rs. _____) only by Demand Draft no.....dated.....drawn on..... Bank.....Branch.

- (ii) Cost of Tender Form (Non-Refundable) i.e. Rs. 1,000/- (Rupees One Thousand Only) plus GST by Demand Draft no dated drawn on BankBranch.

We further note that ICAI can amend/alter/ modify the conditions in its discretion.

- (iii) We also agree that the ICAI reserves the right to cancel the entire process of tender without assigning any reason.

Yours faithfully,

Signature(s) of the Tenderer(s)

Name and Designation of authorised Person
signing the Tender on behalf of the Tenderer(s)

Full Name and Address of the Tenderer(s)

Annexure 'C'

DECLARATION - 1

(On Original Letter Head of the Bidder)

To,,

.....,

.....,

.....,

Madam/ Sir,

Sub: Tender for In terms of the requirements of the RFP/ Tender No..... dated.....we hereby undertakes 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 as on date of bid submission.
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:

Date:

Place:

Office Seal:

Witness with Signature:

**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 conflict 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 sub-Vendor/Service Provider, 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
- g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity i.e., ICAI as engineer-in-Charge/Consultant for the contract.

For an on behalf of

Signature (with seal)

Name of the Person :

Designation:

(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 Accountants of India for in response to their RFP/ Tender No..... dated..... 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 have not 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:



THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA

(ICAI)

TENDER FOR PROVIDING

WIFI ZONE WITH INTERNET LEASE LINE (ILL)

AT

**ICAI CENTRE OF EXCELLENCE (COE) AT ICAI BHAWAN, PLOT No.10&11,
FINANCIAL DISTRICT, NANA KRAMGUDA, GACHIBOWLI, HYDERABAD- 500032**

FINANCIAL BID

(Part-II)

Particulars of Bidder :

M/s. _____

Address _____

Tel. No. _____

Name of the Person _____

Signing the tender

Mobile No. _____

E-mail ID _____

LAST DATE FOR SUBMISSION : _____

FINANCIAL BID

Schedule of Rates

Rates are to be provided strictly in the following format, not following this format will lead to cancellation of the tender:

S.No.	Description of Service	Rates with GST (Rs.)	Quoted for Yearly/Monthly/One Time Charges (Mention against the item)
1.	Internet Lease Line (ILL) Charges:		
	(i) 30 MBPS		
	(ii) 50 MBPS		
	(iii) 100 MBPS		
	(iv) 200 MBPS		
2.	Hardware and Cabling Charges		
3.	Recurring Charges for Wifi (Mention whether for Monthly/Quarterly/Half Yearly/Yearly)		

Note:

1. The contract is for Three Years and may be extended as per the agreed terms and at the discretion of the competent authority of ICAI.
2. The bidders may quote the rates in Indian Rupees.
3. All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the rates and amount tendered by him/them in figures as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would otherwise make the tender liable for rejection.

The Financial Bid form should be on the letter head of agency / company/firm, and be submitted in a separate sealed envelope.

Signature of the Bidder

Name and Designation of authorised Person
Signing the Tender on behalf of the Bidder