THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA (ICAI)

TENDER

FOR

SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF EPABX AT VARIOUS LOCATIONS OF ICAI AT DELHI AND NOIDA

PART I: TECHNICAL BID

Name of Tenderer: ____________________________________________________________

Address: _________________________________________________________________

______________________________________________________________

LAST DATE OF SUBMISSION : 30th JULY 2020
UPTO 3.00 PM

TOTAL NO. OF PAGES : 1 to 30
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**Part I: Technical Bid**

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<tr>
<td>Performa for Financial Bid</td>
<td>28 – 30</td>
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</table>
ICAI invites sealed tenders from Original Equipment Manufacturers (OEMs) or authorised partners of the OEM based at Delhi/NCR only or having its head office at Delhi/NCR for supply, installation, testing and commissioning of EPABX Systems at its various locations at Delhi and Noida. The tender forms can be downloaded from ICAI’s website www.icai.org. The last date for submission of sealed tenders is 30th July 2020 upto 3.00 P.M.

### PLEASE SUBMIT ALL DOCUMENTS INCLUDING PART – I & PART – II.

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Scope of Work</td>
<td>As given in Section III</td>
</tr>
<tr>
<td>2.</td>
<td>Cost of tender form</td>
<td>Rs. 1,180/- (non-refundable) including GST in the form of demand draft only favoring ‘Secretary, The Institute of Chartered Accountants of India’, payable at New Delhi.</td>
</tr>
<tr>
<td>3.</td>
<td>Last date for Submission of tender</td>
<td>30/07/2020 up to 3.00 P.M. Tenders may be dropped in the Box placed at the Ground floor of the Annexe building of the ICAI at ICAI Bhawan, I.P. Marg, New Delhi. Alternatively, Tenderers may send the tender documents through Speed Post or courier so as to reach before the last date of submission. The ICAI will not be responsible for any postal delay in receipt of tender documents.</td>
</tr>
<tr>
<td>4.</td>
<td>Earnest Money Deposit</td>
<td>Demand Draft only for Rs. 50,000/- (Rupees Fifty Thousand only) (refundable) drawn in favour of ‘Secretary, The Institute of Chartered Accountants of India’, payable at New Delhi.</td>
</tr>
<tr>
<td>5.</td>
<td>Opening of bids</td>
<td>The intimation regarding opening of bids will be given on the website of the Institute i.e. <a href="http://www.icai.org">www.icai.org</a>.</td>
</tr>
<tr>
<td>6.</td>
<td>Validity</td>
<td>Tender shall be valid for a period of 90 days for acceptance from the date of opening of the Bid.</td>
</tr>
<tr>
<td>7.</td>
<td>Performance Security</td>
<td>EMD of the successful bidder shall be converted into Security Deposit and shall be</td>
</tr>
</tbody>
</table>
retained for the entire period of contract without any interest thereon. Besides, the successful Bidder shall submit the differential amount of 5% of total contract value as performance Security in the form of DD issued by a scheduled Bank in favour of Secretary, The Institute of Chartered Accountants of India Payable at New Delhi.

8. **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.

9. **Overwriting**: Overwriting must be avoided. In case of overwriting, the same shall be signed by the Bidder at each place.

10. **Stamp & Sign**: The Bidder shall stamp and sign the Tender in places indicated.

11. **TDS (Income Tax)**: As Applicable

**Note:-**

1. ICAI reserves all rights, to reject any tender / bid at any time, any stage and/or fully or partly or whole process and/or for particular contractor 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 time or vary all or any of these terms and conditions or replace fully or partly for whole process and/or for particular contractor 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/bidders.

2. ICAI reserves the right to reject any or all tenders / bids without assigning any reason whatsoever.

3. Canvassing in any form in connection with tender is strictly prohibited and the tender submitted by a Tenderer who resorts to canvassing is liable to be rejected.

4. ICAI or its representatives shall not entertain any bidder during the period, the selection of Contractor is in process.

5. ICAI reserves the right to verify the particulars furnished by the tenderer / bidder, independently.

6. In no case, the request of bidder for change or modification in any terms and conditions related to payment shall be entertained.

Deputy Secretary (Admin.)
**DOCUMENTS TO BE ATTACHED**

The bidder shall submit the following documents:

1. Demand Drafts of prescribed amount for Earnest Money Deposit and cost of Tender Form as specified herein.
2. Copy of the complete tender documents duly signed.
3. Copy of all the details and documents relating to eligibility conditions (as per the eligibility conditions mentioned at Section “II”).
4. General Information about the bidder as per Section –V
5. Duly filled and signed financial bid.
6. Any other relevant document, Bidder desires to submit.
SECTION – I
INSTRUCTIONS TO TENDERERS

TENDER DOCUMENTS, CLARIFICATION AND ADDENDUM

1.1 TENDER DOCUMENT
1.1.1 Bidder shall submit the Tender Documents duly signed and stamped on each page of tender in token of his acceptance along with his bid.

1.1.2 Bid shall remain valid for 90 days from the date of opening of the Bid.

1.2 CLARIFICATION REQUESTS BY BIDDER
1.2.1 Although the details presented in this Tender Documents consisting of conditions of contract, scope of work and technical specifications have been compiled with all reasonable care, it is the Bidder’s responsibility to ensure that the information provided is adequate and clearly understood.

1.2.2 Bidder shall examine the Tender documents thoroughly in all respect.

1.2.3 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.

1.3 AMENDMENT OF TENDER DOCUMENT
1.3.1 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 during the Bidding period and subsequent to receiving the bids. Any addendum thus issued shall become part of bidding document and Bidder shall submit ‘original’ addendum duly signed and stamped in token of his acceptance.

1.3.2 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.

1.4 CONFIDENTIALITY OF DOCUMENT
1.4.1 Bidder shall treat the Bidding document and contents thereof as confidential.

2.0 EARNEST MONEY DEPOSIT
2.1 The bid shall be accompanied by earnest money deposit (interest free) in the form of a Demand Draft drawn on any Nationalized/Scheduled Bank in favour of Secretary, The Institute of Chartered Accountants of India, payable at New Delhi.
2.2 If the bidder, after submission, revokes his bid or modifies the terms and conditions thereof during the validity of his bid except where ICAI has given opportunity to do so, the earnest money deposited by Bidder shall, in such case, be forfeited.

2.3 ICAI may at any time cancel or withdraw the invitation to bid without assigning any reason and the earnest money deposited by Bidder shall, in such case, be refunded.

3.0 SCHEDULE OF RATES
3.1 The schedule of Rates shall be read in conjunction with all other sections of Tender documents.

3.2 The rates quoted by the bidder shall be firm and fixed for the period of the tendered works, unless stated otherwise.

3.4 If any variation in description is noticed, the bid is liable to be rejected. In any case, bidder shall be presumed to have quoted against the description of work and the same shall be binding on the bidder.

3.5 Rates quoted shall be in Indian Rupees Only.

3.6 Bidder shall quote rates both in figures as well as in words.

4.0 SUBMISSION OF BID

The Technical and Financial Bids should be kept in two separate sealed envelopes clearly mentioned thereon as under:

“Part –I: Technical Bid for SITC of EPABX”
“Part – II: Financial Bid for SITC of EPABX”

Both the sealed envelopes to be put into another envelope and it should be superscribed as “Tender for SITC of EPABX at various locations of ICAI at Delhi and Noida”

i) PART-I TECHNICAL PART (BID)

This part shall contain technical bid. Techno-commercial bid disclosing prices shall be summarily rejected. 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 Bid for SITC of EPABX ”

The following information/documents shall be enclosed with the Technical bids:

(a) Composition of the firm-
Full particulars (whether contractor is an individual. Or a partnership firm, or a company etc.) of the composition of the firm of contractors in detail should be submitted along with name(s) and address(es) of the partners, Partnership Deed, copy of Articles of Association, in case of a company /Power of Attorney/ any other relevant document.

(b) Creditworthiness of the Tenderer and its turnover during the specified period, Audited Financial Statements of last 3 years shall be enclosed.

(c) Demand Drafts of prescribed amount for Earnest Money Deposit and cost of Tender form as specified herein.

(d) Attested Copy of the GST Registration No. of the firm

(e) Attested Copy of PAN No.

(f) Complete tender document duly signed & sealed.

(g) Information and the relevant documents with regard to Eligibility Conditions.

(h) Any other relevant document, Bidder desires to submit.

ii) PART-II FINANCIAL BID

The envelope containing financial bid 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 Bid for SITC of EPABX”

a) Financial Bid shall contain only the “Schedule of Rates” duly filled in and signed by the bidder.

b) No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in financial bid. ICAI shall not take cognizance of any such statement and may at their discretion reject such bids.

c) Bidders are advised NOT to mention Rebate/Discount separately. In case bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the “Schedule of Rates (SOR)” and indicate the discounted unit rate(s) only.

d) In case, it is observed that any of the bidder(s) has/have mentioned Discount/Rebate separately, the same shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest bidder, the Discount/Rebate offered by the bidder shall be considered for Award of Work and the same shall be conclusive and binding on the bidder.
5. **DATE, TIME & PLACE OF SUBMISSION**

5.1 The sealed Bids are to be submitted on the business letterhead of the bidder duly stamped and signed and dated on each page. Details/supporting documents wherever applicable, if attached with the Bid should be duly authenticated by the bidder. No over writings shall be accepted unless authenticated with full signature of the bidder.

5.2 The separate sealed envelope duly super scribed “Tender for SITC of EPABX at various locations of ICAI at Delhi and Noida” should be addressed to Deputy Secretary (Admin.) and sent at the address given below either by registered post/speed post / or may be dropped in the tender box placed near Security Control Room at Ground Floor of the Annexe Building of the Institute’s Head office. The sealed quotations should reach us on or before 30/07/2020 upto 3.00 P.M.

*Deputy Secretary (Admin.)*
*The Institute of Chartered Accountants of India*
*ICAI Bhawan, I.P. Marg,*
*New Delhi – 110002.*

5.3 Bids received after the stipulated date and time shall not be entertained. The ICAI shall not be liable for any postal delays whatsoever and quotations received after the stipulated time/date are liable to be rejected summarily without giving any reason.

5.4 In case of incomplete submissions, ICAI shall be under no 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.

6. **BID OPENING AND EVALUATION**

6.1 **OPENING OF TECHNICAL BID**

6.1.1 The date and time will be intimated through official website. The bid shall be opened in the presence of the authorized representative of the Tenderers who choose to be present.

6.2 **CLARIFICATION & ADDITIONAL INFORMATION**

During evaluation, ICAI may request Bidder for any clarification on the bid, additional or outstanding documents. Bidder shall submit all additional documents in one original and one copy thereof. However, seeking clarification shall be on sole discretion of ICAI.

6.3 **BID EVALUATION CRITERIA**

6.3.1 Bid is the responsibility of Bidder and no relief or consideration can be given for errors and omissions made by the Bidder inadvertently or advertently. Bid with incomplete information is liable for rejection.
6.3.2 The techno-commercial part of Bid shall be evaluated as per Bid evaluation criteria, wherever indicated in the bidding document.

6.3.3 Non-submission of details / documents as per Para (4.) above may lead to rejection of Bid.

6.4. **DETERMINATION OF RESPONSIVENESS**

Prior to the financial evaluation of Bids, ICAI shall determine whether each Bid is substantially responsive to the requirements of the Bidding document.

For the purpose of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions and specifications of the bidding document without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the works or which limits in any substantial way, inconsistent with the Tender document, ICAI’s rights on contractor’s obligation.

If a Bid is not substantially responsive to the requirements of the Bidding documents, it may be rejected by ICAI.

6.5 **UNSOICITED POST BIDDING MODIFICATIONS**

6.5.1 Bidders are advised to quote strictly as per terms and conditions of the bidding document and not to stipulate any deviations / exceptions. Once quoted, the Bidder shall not make any subsequent changes, whether resulting or arising out of any technical / commercial clarifications sought on any deviations or exceptions mentioned in the Bid. Any proposal for price change is likely to render the Bid liable for rejection.

6.5.2 Performance of Bidder on work executed / under execution shall be taken into consideration before selecting the Bidder for opening of his price bid.

6.6 **OPENING OF FINANCIAL BID**

Financial part of only those bidders, whose bids are considered techno-commercially acceptable, shall be opened. Exact date and time shall be communicated through official website or e-mail address given in the bid document to the qualified bidders.

6.7 Any effort by Bidder to influence ICAI processing of Bid or award decisions may result in rejection of such Bids.

7.0 **AWARD OF WORK**

ICAI reserves the right to award the work of SITC of EPABX for various locations of ICAI at Delhi and Noida to different tenderers. The work may be awarded separately to more than one bidder on the rates approved by the competent authority of the ICAI, to have better service options.
SECTION – II

ELIGIBILITY CRITERIA

This invitation to respond is open to OEMs or partnership /proprietary firms/company which are having tie up with OEMs.

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

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

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

Along with the General Eligibility criteria, bidder must satisfy the following criteria also:

1. The bidder should have valid Registration No. of GST and PAN No. (Copies to be enclosed).

2. The bidder shall have its registered office, preferably at Delhi/ New Delhi and in case of bidder / company having registered office in any other State/ Union Territory; it must have its branch office at Delhi/ New Delhi. Enclose supporting documents.

3. Bidder should be either OEM or authorised partner of the OEM. Bidder should submit original ink signed Manufacturer Authorization Form (MAF) from OEM mentioning the tender number and OEM onsite maintenance warranty.

4. Bidder and its OEM should not have been blacklisted in past 5 years by Govt./BFSI/PSU Govt. Dept. /Regulator/statutory body. Bidder and its OEM both must provide a self-declaration for the same.

5. The bidder should have an average turnover of at least Rs. 25 lakhs (Rupees Twenty Five Lakhs) during last three financial years i.e. 2016-17, 2017-18 and 2018-19. The bidder and OEM should not have incurred losses during the last three financial years. Copies of the last three years P&L Account and Balance Sheet duly certified by a Chartered Accountant must be enclosed with the Bid.
6. The Bidder must have experience of at least 5 years in Supply and Installation of EPABX systems. The bidder must have sufficient technically qualified Manpower to address issues of any complexity level pertaining to EPABX System.

7. The Bidder should have self-owned/contracted/OEM service centres at Delhi.

(Documentary proofs to be enclosed wherever required and to be submitted with Technical Bids).
SECTION – III

SCOPE OF WORK

No Chinese make parts, accessories or technology to be used.

A. Supply, installation, testing & commissioning of One (1) No. EPABX system at ICAI, ICAI Bhawan, IP Marg, New Delhi – 110 002 as per the following specifications:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particulars</th>
<th>Nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>EPABX System with Pure IP/ SIP System based on packet switch technology, 19” rack mountable, Linux based supports XML applications, Enables UC integration, equipped with 256 analog and 16 Digital extensions with 8 digital phone + 8 port CO Trunk + 2 PRI + 24 lines key instrument + Aspire Net Licence with 200 license (IP License should support Audio &amp; Video calling from day 1 along with 5 party Video Conference on OEM Video Phone) + 16 SIP Trunk Licence Exchange must have capability to connect with all other exchange of ICAI units on ICAI dedicated network and must support all features as a single Exchange. Auto attendant, Voice Mail -16 Channel Ports Integrated with either 1GB Storage Approx. 12Hrs OR 4GB Storage with Approx. 115 Hrs as per User based License.</td>
<td>1.</td>
</tr>
<tr>
<td>2.</td>
<td>Krone MDF 400 pair with 256 IPM</td>
<td>1</td>
</tr>
<tr>
<td>3.</td>
<td>Patch Cords</td>
<td>100</td>
</tr>
<tr>
<td>4.</td>
<td>Project Management Cost</td>
<td>1</td>
</tr>
<tr>
<td>5.</td>
<td>Rack 24 U</td>
<td>1</td>
</tr>
</tbody>
</table>

Provision for local connectivity on IP using ICAI dedicated network

B. Supply, installation, testing & commissioning of One (1) No. EPABX system at ICAI, ICAI Bhawan, 52-54, Vishwas Nagar, Shahdara, Delhi – 110 032 as per the following specifications:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particulars</th>
<th>Nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>EPABX System with Pure IP/ SIP System based on packet switch technology, 19” rack mountable, Linux based supports XML applications, Enables UC integration, equipped with 96 analog and 8 Digital extensions with 4 digital phone + 8 port CO Trunk + 1 PRI + 24 lines key instrument + Aspire Net Licence with 20 IP license + 8 SIP Trunk Licence Exchange must have capability to connect with all other exchange of ICAI units on ICAI dedicated network and must support all features as a single Exchange.</td>
<td>1.</td>
</tr>
<tr>
<td>2.</td>
<td>Additional items</td>
<td></td>
</tr>
<tr>
<td>S. No.</td>
<td>Particulars</td>
<td>Nos.</td>
</tr>
<tr>
<td>--------</td>
<td>-----------------------------------------------------------------------------</td>
<td>------</td>
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<td>1.</td>
<td>EPABX System with Pure IP/ SIP System based on packet switch technology, 19” rack mountable, Linux based supports XML applications, Enables UC integration, equipped with 96 analog and 8 Digital extensions with 4 digital phone+ 8 port CO Trunk + 1 PRI + 24 lines key instrument + Aspire Net Licence with 20 IP license + 8 SIP Trunk Licence</td>
<td>1.</td>
</tr>
<tr>
<td></td>
<td>Exchange must have capability to connect with all other exchange of ICAI units on ICAI dedicated network and must support all features as a single Exchange</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Additional items</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Krone MDF 200 pair with 100 IPM</td>
<td>1</td>
</tr>
<tr>
<td>3.</td>
<td>Patch Cords</td>
<td>50</td>
</tr>
<tr>
<td>4.</td>
<td>Project Management Cost</td>
<td>1</td>
</tr>
<tr>
<td>5.</td>
<td>Rack 24 U</td>
<td>1</td>
</tr>
</tbody>
</table>

Provision for local connectivity on IP using ICAI dedicated network

C. Supply, installation, testing & commissioning of One (1) No. EPABX system at ICAI, ICAI Bhawan, C-1, Sector – 1, Noida as per the following specifications:
SECTION - IV

GENERAL CONDITIONS OF CONTRACT (GCC)

1. EARNEST MONEY AND PERFORMANCE SECURITY AMOUNT

1.1 The Tender should be signed by the Bidder or his authorised signatory only. Each Bidder shall furnish earnest money of Rs. 50,000/- (Rupees Fifty Thousand Only) through a demand draft/pay order drawn in favour of “Secretary, The Institute of Chartered Accountants of India” payable at Delhi. **EMD is to be submitted by all bidders including those who are registered under MSME.** The earnest money shall be released to the unsuccessful Bidders without any interest thereon after finalisation of tender process.

1.2 The EMD of the successful tenderer shall be converted into performance guarantee/security deposit and shall be retained for the entire period of contract. The Bidder shall not be entitled to any claim or receive any interest on the amount of performance guarantee/security deposit. Besides, the successful bidder shall submit differential amount of 5% of total contract value as performance Security in the form of DD issued by a scheduled Bank in favour of **Secretary, The Institute of Chartered Accountants of India Payable at New Delhi** within 7 days of the receipt of Letter of Intent to cover any loss or damage caused to or suffered by the ICAI due to acts of commission and omission by the Bidder or any failure on the part of Bidder in fulfilment of terms and conditions contained herein and in the agreement arising thereunder.

1.3 Security Deposit/Performance Security is liable to be forfeited in case of failure of successful bidder to honour the contractual obligations.

2. AMENDMENTS/CORRECTIONS

2.1 The Tender form should be filled in English and legible entries to be made by hand/typed. Any Tender in which there is overwriting or erasure is liable to be rejected. All corrections should be attested with Bidder’s dated initials as many times as the corrections occur. Tenders which propose any alteration in the work specified in the said form of invitation to Tender or in the time allowed for carrying out the work or which contains any condition of any kind shall be rejected.

2.2 Each page of the Tender Documents shall be signed by the person or persons submitting the Tender in token of his/their having acquainted himself/themselves with the Conditions of Contract, General Specifications, Special Condition, etc. as laid down. Any tender with any of the documents not so signed shall be rejected.

3. No alteration which is made by the Bidder in the Notice of the Tender, instructions to the Bidder, the Contract form, the conditions of the Contract, the specifications and quantities accompanying the same shall be recognized.
If any such alterations are made or any special conditions are attached, the tender is liable to the rejected.

4. **ICAI'S RIGHT TO ACCEPT OR REJECT A BID**

4.1 ICAI reserves the right to accept a Bid other than the lowest and to accept or reject any Bid in whole or part, or to annul the bidding process or to reject all Bids with or without notice or reasons. Such decisions by ICAI shall bear no liability whatsoever consequent upon such decisions. Conditional tenders shall be rejected.

4.2 ICAI shall not be obliged to furnish any information / clarification / explanation to the unsuccessful Bidders as regards non acceptance of their Bids. Except for refund of EMD to unsuccessful Bidders, ICAI shall not correspond with the unsuccessful Bidders.

5. **AWARDING OF WORK**

5.1 ICAI reserves the right to sub-divide the work mentioned in the Tender, among two or more Bidders at its own discretion and the Bidders shall have to execute the orders for part of the work placed with them at the quoted rates. ICAI also reserves the right to increase or decrease the quantities after the order is placed and the Bidder shall execute the same without claiming anything extra for the same.

5.2 There will be no guarantee for any minimum volume of business.

5.3 It is not mandatory to award the business merely on lowest quotation basis only until the bidder fulfils all criteria mentioned in tender document.

6. **MODIFICATION OF ORDERS**

ICAI may at any time, during the period of the contract may increase/decrease the quantities of the items as mentioned in order, without creating any liability of ICAI for compensation on any grounds, whatsoever due to this change. In such a case, the Contractor shall perform the service in the increased/decreased quantity at the same contract rates within the time stipulated.

7. **ASSIGNMENT OR SUB-LETTING OF THE CONTRACT**

No part of the Contract shall be sublet or assigned without the prior written permission of ICAI nor shall any transfer be made by power of attorney authorizing others to receive payments on behalf of the Bidder.

8. **PERIOD OF SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF EPABX SYSTEM**
The supply, installation, testing and commissioning of EPABX Systems at ICAI’s various locations at Delhi and Noida shall be completed by the Service Provider within 30-45 days from the receipt of the Letter of Intent.

9. PAYMENT

9.1 Full payment will be made after the supply, installation, testing and commissioning of EPABX Systems successfully at each location.
9.2 The payment will normally be made within 30 days on receipt of bill, if found in order after verification.
9.3 No Advance Payments shall be made.
9.4 The payment of comprehensive AMC will be payable on quarterly basis at the end of each quarter on submission of satisfactory performance report from each installation/ location and Invoice.

10. WARRANTY PERIOD

EPABX Systems shall be under comprehensive on-site warranty for a Warranty period of 3 Years. ICAI will not be liable to pay for any part that is replaced during the warranty period. The Service Provider is required to submit the comprehensive AMC cost (Covering all parts of EPABX System) for next 5 years after successful completion of the three years warranty period in the bid. The AMC cost for these years would also be considered while deciding L1 vendor. The warranty would be applicable from the date of completion of supply of EPABX System, its successful installation/Commissioning and acceptance by the ICAI. During warranty period, besides service / maintenance, The Service Provider shall stock all spares parts for smooth functioning of the EPABX System.

11. TERM

The contract for on-site comprehensive warranty shall be valid for a period of three (3) years from the date of completion of supply of EPABX system and successful installation/Commissioning and acceptance thereof and the Annual Maintenance Contract (AMC) shall be valid for a period of five (5) years from the expiry of three years’ period of warranty.

12. LIQUIDATED DAMAGES

A. Delay in supply and installation:
If during the contract period, following problems are found, a Liquidated damages @ 0.5% of contract value per week on each default and maximum up to 10% of the contract value shall be imposed on the Service provider by the ICAI:

• Quality of deliverables is not up to the mark (till the quality is improved to the required extent).
• Delay beyond stipulated schedule in delivery, installation and commissioning of deliverables.
If the delay of supply/installation/improving the quality of the deliverables is beyond 2 weeks, then the ICAI may rescind the Contract and will be free to get it done from other Agency at the risk and costs of the Service Provider.

**B. Delay in Maintenance and extending support:**
The Service Provider shall ensure that the call reported by ICAI must be attended personally on or before Next Business Day (NBD) and resolved within 1 working day. In case call is not resolved in 1 day then service provider shall provide a standby EPABX System of same/higher configuration. In case during warranty period, the service provider fails to provide maintenance/ standby EPABX System of same/higher configuration and the Up time of 95% is not maintained by the service provider then ICAI reserves the right to impose Liquidated Damages and/or forfeit the security deposit.

**13. Termination**

13.1 ICAI reserves the right to terminate the Contract, by giving 30 days prior notice in writing to the Service Provider, without any liability to pay any compensation to the Service Provider for the following reason(s):

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

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

13.3 Consequences of Termination
Upon Termination of the Contract, ICAI will be free to get the work done under the contract from other Agency at the risk and costs of the Service Provider and also ICAI reserves the right to forfeit the security deposit furnished by the Service Provider.

**14. Confidentiality**
14.1 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 Service Provider on confidential basis in terms of the Contract.
14.2 The Service Provider shall, at all times, during the continuance of the Contract or otherwise (i) keep all Confidential Information confidential and accordingly shall not disclose any such Confidential Information to any third party under any circumstances; (ii) not use or cause the use of any Confidential Information for any purpose whatsoever other than that contemplated under this Contract; (iii) take all care to ensure that all persons including the officials as well as employee(s) of the Service Provider who handle the Confidential Information keep(s) the same confidential and not use the same except for the purposes for which it is meant for.

14.3 The obligations of the Service Provider under this clause shall survive for 2 years beyond the termination of the contract.

15. Force Majeure
That the obligations of Service Provider shall be subject to ‘Force Majeure’. For purpose of this clause, ‘Force Majeure’ means an event beyond the control of Service Provider and not involving Service Provider or its personnel’s fault or negligence and not foreseeable. Such events may include, but are not restricted to civil disturbance, riots, earthquakes, tempest and flood.
If a Force Majeure situation arises, Service Provider shall promptly notify ICAI in writing of such conditions and the cause thereof. Unless otherwise directed by ICAI in writing, 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 the performance of any obligations under the Agreement is prevented or delayed beyond a period of 15 days due to any Force Majeure event, the ICAI shall have the right to terminate the Agreement.

16. Dispute Resolution
All disputes or differences between the parties arising out of or in connection with the Tender document or this Agreement including but not limited to its existence, validity, interpretation, application, termination, performance and enforcement or alleged breach shall, in the first instance, be resolved by the parties, amicably, failing which the dispute 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. The seat of Arbitration shall be at Delhi and the language of the arbitration proceeding and that of all documents and communications between the parties shall be in English. The decision of the arbitrator shall be final and binding upon both the parties. All arbitral awards shall be in writing and shall state the reasons therefor. The expenses of the arbitration as determined by the arbitrator shall be shared equally by the parties.

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

18. Indemnity

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

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

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

19. Amendment
This Agreement shall not be modified or amended unless the Parties in their discretion mutually agree in writing, in which case such alterations shall be deemed to form part of this Agreement and shall be binding on the Parties hereto.

20. Waiver
The failure to exercise or delay in exercising a right or remedy provided by this Agreement, by law or in equity does not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of other rights or remedies.

21. Entire Agreement
The terms and provisions contained herein constitute the entire Agreement between the parties. Upon execution of this Agreement, all prior Agreements, commitments, promises, assurance, oral or otherwise made by and between the Parties hereto and not herein expressly provided for shall not have any legal significance and shall be treated as cancelled or superseded by this Agreement and shall be of no force and effect.

22. Assignment

The Service Provider shall not without the prior written consent of the ICAI assign the contract works or any part thereof. PROVIDED ALWAYS that any consent given by the ICAI for assigning contract works or any part thereof will not absolve the Service Provider from the full and entire responsibility of its obligations under this contract and/or instructions issued by the ICAI.

23. Severability

In case any provision of this Agreement be rendered illegal or unenforceable, in whole or in part, by the laws, regulation or public policy of any jurisdiction in India, including without limitation by a requirement, directive or guidance of the appropriate authority, such provision shall to the extent be deemed not to form part of this Agreement but the validity or enforceability of any other provision of this Agreement. The Parties may enter into good faith negotiations to amend such provision in such a way that it is legal and enforceable and to the maximum extent possible gives effect to the original intent of the Parties in such regard provided that if this Agreement is not capable of continuing in existence without the relevant provision, either Party may terminate this Agreement forthwith by notice to the other Party.

24. Standards of Performance

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

25. Relationship

Nothing contained in this Agreement shall be construed as constituting a partnership, joint venture, or agency between ICAI and the Service Provider. The same is specific and limited to the covenants as herein contained.

There shall be no Employee and Employer or Master and Servant relationship between the personnel deputed by the Service Provider for carrying out the work and ICAI. The Service Provider shall be solely responsible for all the claims of its personnel and shall ensure that its personnel do not make any claims whatsoever against ICAI. ICAI shall have no liability in this regard. In any event, the ICAI shall owe no responsibility or liability of any kind arising out of or incidental to the performance of any work(s) as herein contained by
the Service Provider’s personnel or otherwise, at the site or outside the site, including any liability due to any accident or injury or death caused to or suffered by any such personnel or any other health or medical liability or compensation, all of which shall be the sole responsibility of the Service Provider.

It shall be the duty of the Service Provider to communicate in unequivocal terms the provisions of this clause to its personnel.

26. Notices and Communications

All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered or sent by personal delivery, electronic mail, facsimile transmission or registered or certified mail (return receipt requested) postage prepaid to the relevant Party addressed as herein below or as may from time to time be notified in writing by such Party to the other not less than 15 days’ in advance. The notices and communications sent in such manner shall, unless the contrary is proven, be deemed to have been duly received on the date of personal delivery, two business days following delivery upon confirmation of transmission by the sender’s facsimile machine or electronic mail device or ten business days following mailing by registered or certified mail (return receipt requested postage prepaid).
### SECTION - V

**INFORMATION ABOUT THE TENDERER TO BE SUBMITTED ALONG WITH THE TENDER:**

<p>| | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the firm/Company</td>
</tr>
<tr>
<td>2</td>
<td>Year of Establishment</td>
</tr>
<tr>
<td>3</td>
<td>Status of the firm/Company</td>
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<tr>
<td>5</td>
<td>Address</td>
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<tr>
<td></td>
<td>Telephone numbers</td>
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<tr>
<td></td>
<td>e-mail</td>
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<tr>
<td>6</td>
<td>Any authorized branches of the firm/Company, if so give details</td>
</tr>
<tr>
<td>7</td>
<td>Name of the Proprietor / Partner/ Managing Director etc.</td>
</tr>
<tr>
<td>8</td>
<td>PAN No</td>
</tr>
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<td></td>
<td>GST No.</td>
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<td></td>
<td>(Provide copies of above)</td>
</tr>
<tr>
<td>9</td>
<td>Nature of your firm /Company Manufacturer/ Stockiest/ Dealer/ Distributor/ Agent etc.</td>
</tr>
<tr>
<td>10</td>
<td>Details of products you are dealing in (catalogues for products may be enclosed, if available)</td>
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<td>11.</td>
<td>Turnover for the last three years (clearly mentioned against the year)</td>
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<tr>
<td></td>
<td>2016-17</td>
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<tr>
<td></td>
<td>2017-18</td>
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<tr>
<td></td>
<td>2018-19</td>
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<td>12.</td>
<td>List of Existing Clients</td>
</tr>
<tr>
<td>13.</td>
<td>If already doing business with ICAI, give details</td>
</tr>
<tr>
<td>a.</td>
<td>Items:</td>
</tr>
<tr>
<td>b.</td>
<td>Since when:</td>
</tr>
<tr>
<td>14.</td>
<td>Has your firm ever been blacklisted by the Govt. or any other authority? Please give details and reasons thereof</td>
</tr>
<tr>
<td>15.</td>
<td>If black listed &amp; revoked give details of the same</td>
</tr>
</tbody>
</table>

Declaration:

I/ we do hereby declare that the entries made herein are true to the best of my /our knowledge and belief. I /we do also confirm that I / we have read and understood the Terms & Condition of the Tender and agree to abide by the same in all respect.

I /we also undertake to communicate promptly to ICAI all the subsequent changes in conditions affecting the accuracy of the details given above. Further I/we undertake that in case the facts/information furnished, as
above is/has been found false, the ICAI may in its absolute discretion reject/cancel any assignment, if any, awarded/agreed to be awarded to me/us and in such case I/we shall not be entitled to claim any damages/ whatsoever in regard to that assignment.

Signature of Proprietor/ Director/ Managing Director/ Constituted Authority
COVERING LETTER (ON THE BIDDER’S LETTER HEAD)

To,

Date:

Dear Sir,

Sub: **Bid for supply, installation, testing and commissioning of EPABX Systems at its various locations at Delhi and Noida**

Having examined the Tender Document, I/we, M/s___________, offer my/our proposal for the subject works and are in full conformity with the said Tender Document. We have read the provisions of Tender Document and confirm that these are acceptable to me/us. I/We further declare that additional conditions, variations, deviations, if any, found in my/our bid, it shall not be given effect to.

I/We agree to abide by the terms and conditions of this Bid, including this letter, the Technical and Financial Bid, the duly notarized written power of attorney, and all attachments and it shall remain binding upon me/us and may be accepted by you at any time before the expiry of the validity period. I/We enclose herewith the following demand drafts: -

1. Earnest Money of **Rs. ___________ (Rupees ______________ only)** by Demand Draft Number............... dated...................... drawn on........................................ Bank...............................Branch.

2. Cost of Tender Form of **Rs. ___________/-(Rupees ______________ only)** by Demand Draft Number ................. dated...................... drawn on........................................ Bank...............................Branch.

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

We understand that you reserve the right to accept or reject any bid.

Dated this [date / month / year]  Authorized Signatory (in full and initials):

Name and title of signatory:
Duly authorized to sign this Bid for and on behalf of [Name of Bidder]

Name of Firm:

Address:

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

FINANCIAL BID

RATE SCHEDULE (Price to be quoted in figures & in words)

A. For ICAI, ICAI Bhawan, IP Marg, New Delhi – 110 002

(i) Rates for the supply, Installation, Testing and Commissioning of EPABX by Bidder:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particulars</th>
<th>Nos.</th>
<th>Rate (Rs.)</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>EPABX System with Pure IP/ SIP System based on packet switch technology, 19” rack mountable, Linux based supports XML applications, Enables UC integration, equipped with 256 analog and 16 Digital extensions with 8 digital phone + 8 port CO Trunk + 2 PRI + 24 lines key instrument + Aspire Net Licence with 200 license (IP License should support Audio &amp; Video calling from day 1 along with 5 party Video Conference on OEM Video Phone) + 16 SIP Trunk Licence Exchange must have capability to connect with all other exchange of ICAI units on ICAI dedicated network and must support all features as a single Exchange. Auto attendant, Voice Mail -16 Channel Ports Integrated with either 1GB Storage Approx. 12Hrs OR 4GB Storage with Approx. 115 Hrs as per User based License.</td>
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</table>

Additional items:

2. Krone MDF 400 pair with 256 IPM
3. Patch Cords
4. Project Management Cost
5. Rack 24 U
6. Old System buy back

Provision for local connectivity on IP using ICAI dedicated network. The system must be under comprehensive warranty of 3 years included as per clause 10 & 11 of General Conditions of Contract.

(ii) Rates for Comprehensive AMC of EPABX for 4th, 5th, 6th, 7th and 8th Years:

<table>
<thead>
<tr>
<th>Year</th>
<th>Details</th>
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<tbody>
<tr>
<td>4th Year</td>
<td>AMC OF EPABX</td>
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<tr>
<td>5th Year</td>
<td>AMC OF EPABX</td>
<td></td>
</tr>
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B. For ICAI, ICAI Bhawan, 52-54, Vishwas Nagar, Shahdara, Delhi – 110 032

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<tr>
<td></td>
<td>Additional items</td>
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<tr>
<td>2.</td>
<td>Krone MDF 200 pair with 100 IPM</td>
<td>1</td>
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<tr>
<td>3.</td>
<td>Patch Cords</td>
<td>50</td>
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<td>4.</td>
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<td>AMC OF EPABX</td>
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<tr>
<td>7th Year</td>
<td>AMC OF EPABX</td>
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<tr>
<td>8th Year</td>
<td>AMC OF EPABX</td>
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GRAND TOTAL AMC (GTAMC)

C. For ICAI, ICAI Bhawan, C-1, Sector – 1, Noida
(i) Rates for the supply, Installation, Testing and Commissioning of EPABX by Bidder:

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<td>Additional items</td>
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<td>3.</td>
<td>Patch Cords</td>
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<td>Project Management Cost</td>
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<td>5.</td>
<td>Rack 24 U</td>
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<td></td>
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<td>6.</td>
<td>Old System buy back</td>
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Provision for local connectivity on IP using ICAI dedicated network. The system must be under comprehensive warranty of 3 years included as per clause 10 & 11 of General Conditions of Contract.

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<td>AMC OF EPABX</td>
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<tr>
<td>8th Year</td>
<td>AMC OF EPABX</td>
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</tr>
<tr>
<td></td>
<td><strong>GRAND TOTAL AMC (GTAMC)</strong></td>
<td></td>
</tr>
</tbody>
</table>

Note: -
1. Price should be inclusive of supply & installation charges and cartage but exclusive of GST.
2. Before quoting, the bidders are requested to visit the site mentioned above on any working day between 10.00 am to 2.00 pm and quote the bid accordingly.