REQUEST FOR PROPOSAL (RFP)

FOR

Supply and Installation of Laptops for ICAI

PART – I TECHNICAL BID

Issued on: 27-07-2020
## PART – I TECHNICAL BID

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## PART – II FINANCIAL BID

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SECTION I
NOTICE INVITING TENDER

The Institute of Chartered Accountants of India,
ICAI Bhawan, I.P Marg, New Delhi – 110002

No.: ICAI/EDP-IT/27/07/2020  Date: 27.07.2020

ICAI invites proposals from eligible and experienced OEM/Partners for supply and installation of Laptops. The details are available at ICAI website www.icai.org/tender

Last Date of Bid Submission is 17-08-2020 up to 5 p.m.

Acting Secretary, ICAI
ICAI invites proposals from eligible and experienced OEM/Partners for supply and installation of Laptops for ICAI.

**PLEASE SUBMIT ALL DOCUMENTS IN DUPLICATE / XEROX COPIES**

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<tbody>
<tr>
<td>1.</td>
<td><strong>Name of Project</strong></td>
<td>Supply and installation of Laptops for ICAI</td>
</tr>
<tr>
<td>2.</td>
<td><strong>Scope of Work</strong></td>
<td>Please refer Section IV.</td>
</tr>
<tr>
<td>3.</td>
<td><strong>Cost of RFP Document</strong></td>
<td>INR 5,000/- in the form of Demand Draft/Pay Order in favour of ‘Secretary, The Institute of Chartered Accountants of India, New Delhi. (The tender Fee to be submitted along with Bid).</td>
</tr>
<tr>
<td>4.</td>
<td><strong>Earnest Money Deposit</strong></td>
<td>Earnest Money Deposit (interest free, refundable) of INR 20,000/- (Rs. Twenty Thousand only) by way of a demand draft drawn in favour of the “Secretary, The Institute of Chartered Accountants of India”, payable at New Delhi. Validity of EMD should be minimum 3 months.</td>
</tr>
<tr>
<td>5.</td>
<td><strong>Performance Bank Guarantee</strong></td>
<td>The Successful Bidder shall be required to furnish Performance Bank Guarantee from a Nationalised/Scheduled Bank for an amount equivalent to 10% of Contract value having validity of 39 months in favour of “Secretary, The Institute of Chartered Accountants of India” to be submitted within 7 days of the receipt of the Letter of Intent.</td>
</tr>
<tr>
<td>6.</td>
<td><strong>Availability of RFP Document</strong></td>
<td>At ICAI’s Website <a href="http://www.icai.org/tender">www.icai.org/tender</a></td>
</tr>
<tr>
<td>7.</td>
<td><strong>Pre-Bid Meeting</strong></td>
<td>Please refer Website <a href="http://www.icai.org/tender">www.icai.org/tender</a></td>
</tr>
<tr>
<td>8.</td>
<td><strong>Last date, time and address for submission of tenders</strong></td>
<td><strong>17-08-2020</strong>, up to 5 p.m. addressed to:</td>
</tr>
</tbody>
</table>

Bid should be addressed to and sent/delivered at the address given below either by registered post/speed post/courier or be dropped in the tender box, placed near Security Control Room at Ground Floor of the Annexe Building of the Institute’s Head office on or before 17-08-2020, up to 5 p.m.: |

The Institute of Chartered Accountants of India 'ICAI BHAWAN'  
Post Box Number 7100,  
Indraprastha Marg, New Delhi-110 002
<p>| | | |</p>
<table>
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<tbody>
<tr>
<td><strong>9.</strong></td>
<td><strong>Date of opening the Technical Bid (Cover-1)</strong></td>
<td>The Date shall be communicated through the website <a href="http://www.icai.org">www.icai.org</a> under the link of this tender and the bids would be opened even if bidders are not present.</td>
</tr>
<tr>
<td><strong>10.</strong></td>
<td><strong>Date of opening of Financial bid (Cover –2)</strong></td>
<td>After evaluating the technical bids on ICAI’s Parameters, the Financial bids of successful bidders shall be opened on same or any other date as per discretion of the ICAI as notified/informed even if tenderers are not present. The Date shall be communicated through the website <a href="http://www.icai.org">www.icai.org</a></td>
</tr>
<tr>
<td><strong>11.</strong></td>
<td><strong>GST, Other Taxes, levies (if any)</strong></td>
<td>Must be mentioned in the Financial Bid.</td>
</tr>
<tr>
<td><strong>12.</strong></td>
<td><strong>Validity of offer</strong></td>
<td>90 days from last date of submission of bids</td>
</tr>
<tr>
<td><strong>13.</strong></td>
<td><strong>Submission of bids</strong></td>
<td>Technical and Financial bids should be kept in separate sealed envelopes superscribing ‘Technical Bid’, ‘Financial Bid’ and the two bids be placed again in a single envelope superscribing ‘Bid for Supply and Installation of Laptops for ICAI’. The Tender Fee and EMD to be placed separately in main envelope. <strong>Note: Tender fee and EMD must NOT be placed in commercial bid or Technical bid envelopes.</strong></td>
</tr>
<tr>
<td><strong>14.</strong></td>
<td><strong>Period for Supply and installation of Laptops</strong></td>
<td>Within 45 days from the date of Issue of Letter of Intent</td>
</tr>
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</table>
Note:

1. A Bidder shall not be allowed to submit more than one Bid.
2. Bidder should have valid GST registration number and meet all legal requirements.
3. The Bidder will NOT sub-let the work or its coordination to any other party/sister-concern without prior written consent from ICAI.
4. Any amendment/corrigendum to the RFP document shall be posted on the ICAI’s Website www.icai.org.
5. The ICAI reserves the right to call for any other details or information from any of the Bidders.
6. ICAI reserves all rights to reject any bid at any time, at any stage, fully or partly for whole process and/or for particular bidder and also reserves all rights at any time to add, alter, modify, change, edit & delete any condition at any stage and/or vary all or any of these terms and conditions or replace fully or partly for whole process and/or for particular bidder or vary all or any of these terms and conditions or modify without assigning any reasons whatsoever. In this regard, the decision of ICAI shall be final and binding on all the bidders.
7. ICAI shall not be responsible for non-receipt or for delayed receipt of any Bid.
8. Bidder should provide escalation matrix for their sales, execution of order and Services support function. The bidder must have customer care cell and complaint registration mechanism.
SECTION II

ELIGIBILITY CRITERIA

This invitation to respond is open to 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. 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.

3. 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.

4. The bidder should have an average annual turnover of at least Rs. 1,00,00,000/- (Rupees One Crore) during last three financial years. 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.

5. The Bidder must have experience of at least 5 years for Supply, Installation and Service of Laptops on PAN India basis. The bidder must have sufficient technically qualified Manpower to address issues of any
complexity level pertaining to supply and installation of Laptops and software on it.

6. The bidder should have executed minimum 1 Purchase Orders/Rate contract for the supply of more than 50 Qty. (Laptops) in last 5 years. It should be a single order / rate contract. Combination of order is not allowed. Such order(s) must be multilocation supply and installation of Laptops.

7. The bidder should have at least 10 H/W and networking support engineers on its roll.

8. Manufacturer Authorization Form for all the quoted products from respective OEM is to be provided.

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

**Note:**
1. The Financial Bids of only those bidders, which meet the above-mentioned eligibility criteria and are found suitable based on demonstration of domain expertise and experience through Presentation/ Proof of Concept (POC) would be opened.

2. Non-compliance with any of the aforementioned conditions by the bidder shall amount to non-eligibility and such Bids shall be summarily rejected.
SECTION III
INSTRUCTIONS TO BIDDERS

1. Every page of the RFP document shall be signed by the bidder or by a person duly authorized by the bidder.

2. Prospective bidders desirous of participating in tender process may submit their written queries to Deputy Secretary, EDP-IT through email tender.query@icai.in only latest by 2nd Aug, 2020, 5 PM.

3. All the terms and conditions for the supply, installation, payment etc. will be those mentioned in the Tender document and no change/alterations in the terms and conditions by the vendor will be acceptable.

4. Upon verification, evaluation / assessment, in case, any information furnished by the bidder is found to be false / incorrect, their bid shall summarily be rejected and no correspondence on the same shall be entertained.

5. No deviation from tender terms and conditions will be accepted. Any violation thereof will lead to the rejection of the bid.

6. Bidder shall submit letter of authorisation, authorising 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.

7. ICAI will not be responsible for any misinterpretation or wrong assumption by the bidder, while responding to the tender.

8. 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 the Tender document and Bidder shall submit ‘original’ addendum duly signed and stamped in token of his acceptance. 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.

9. The bidders are advised to go through the tender document and advertisement carefully to understand the documents required to be submitted as part of the bid, number of cover in which bid document have to be submitted, number of documents – including the name and content of each of the document that need to be submitted. Any deviation from these may lead to rejection of the bid.

10. The person signing the RFP document, shall sign all changes, alterations, corrections in the RFP document in full of date. No eraser and/or over writing without authentications is/are permissible.
11. The complete RFP document along with the documentary evidence should be numbered and cross-referenced/linked with RFP Clause Number.

12. The Bidder shall submit its Bid in two (2) parts, namely; Part-I will have Technical Bid (as enclosed at “Annexure -I”) and Part-II will have Financial Bid in the specified format given herein, in separate envelopes. Technical Bid and Financial Bid shall be submitted on the Bidder’s letter head.

13. Bid submitted shall be in the prescribed formats as given herein and shall also have the relevant documents including documentary evidences.

14. Bidder must submit the original ‘Technical Bid’ and ‘Financial Bid’ in separate sealed envelopes and put them again in a single sealed envelope, superscribed “Bid for Supply and Installation of Laptops for ICAI”.

15. The Bids completed in all respects as specified in this RFP Document shall be sent/Submitted by Hand/Post/Courier to: –

    The Institute of Chartered Accountants of India
    'ICAI BHAWAN'
    Post Box Number 7100,
    Indraprastha Marg, New Delhi-110 002

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

17. Last Date & Time of submission of Bid: 17-08-2020 up to 5 p.m.

18. The complete bid document should be submitted before due date and time as given at Clause 17 above. Bid received after the stated time and date would not be considered and is liable for rejection.

19. The ICAI reserves the right to select or reject any/all the bid(s) including the lowest bid without assigning any reason and no correspondence in this regard shall be entertained. The ICAI takes no responsibility for delay, loss, or non-receipt of response to this RFP.

20. The bidder shall carefully examine and understand the specifications/conditions of RFP and seek written clarifications, if required, to ensure that they have understood all specifications/conditions of RFP.

21. The bidder should have capability/infrastructure to supply and maintain the systems in the locations mentioned in the “Appendix-A”. The Bidder shall authorize a representative for interacting with the ICAI during evaluation of the Bid.

22. The successful Bidder shall be required to enter into an agreement with the ICAI, within fifteen (15) days of the receipt of Letter of Intent or within such extended period, as may be specified by the ICAI in this regard.
23. Submission of illegible documents shall lead to disqualification of the bidder.

24. Date & Time of opening of Bids - Technical Bid and Financial Bid - shall be communicated through ICAI website www.icai.org

25. The bid must be accompanied with earnest money deposit (interest free) for the amount indicated in the Notice Inviting Tender in the form of a Demand Draft drawn on any Nationalized/Scheduled Bank in favour of “Secretary, The Institute of Chartered Accountants of India”, payable at Delhi. Tenders not accompanied with EMD shall be summarily rejected.

26. If the bidder, after submission, revokes his/its bid or modifies the terms and conditions thereof during the validity period except where the ICAI has given opportunity to do so, the earnest money deposit submitted by Bidder shall, in such case, be forfeited. The Earnest Money Deposit of unsuccessful bidders shall be returned within reasonable time, after award of contract.

27. No enquiry shall be made by the bidder(s) during the course of evaluation of the Bids, till final decision is conveyed to the successful bidder(s). 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.

28. Prices shall be written in both words and figures. In the event of difference, the price in the words shall be valid and binding.

29. The financial bid shall be evaluated for completeness and accuracy. Arithmetical errors will be rectified on the following basis:

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

Organization/s desirous of applying may download the prescribed tender document from the site, fill up the same, and submit it along with the following documents duly signed:

- Self-attested copy of GST No. and PAN No.
- Bidder should submit original ink signed Manufacturer’s Authorisation Form (MAF) from OEM mentioning the tender number and OEM onsite maintenance warranty.
- Self-Declaration letter of undertaking on letter head stating that OEM and bidder both have not been blacklisted in last 5 years in Govt./BFSI/PSU Govt. Dept. /Regulator/statutory body.
- Self-Declaration by OEM/bidder endorsing that they have facility to provide On-site technical support at Delhi/NCR Office of ICAI.
- CA certificate along with Balance Sheet and P&L Account for last 3 financial years i.e. 2018-19, 2017-18 and 2016-17.
- Copies of PO / Rate Contract (minimum 1) having supply of Laptops for more than 50 quantities.
- List of Service centres in India.
- Self-declaration on Bidder letter head certifying number of Hardware and Networking Engineers in the bidder’s organisation on payroll.
- Complete Bill of Material (BoM) with part numbers to be submitted along with technical bid. These part numbers should be available on OEM website.
- Complete Organization information. Copy of Certification of Incorporation / Registration Certificate, MoA, AoA, Partnership Deed other relevant certificate, as the case may be.
- Name and postal address including telephone, fax numbers etc.
- Names and titles of Directors and officers concerned with the work with designation of individuals authorized to act on behalf of the organization.
- Information on litigation/Arbitration (if any), in which the applicant was involved during the last 3 years including any current litigation
- Certificate showing that bidder is in the business of supplying and installation of Laptops for at least 5 years as on 31st March 2020
- Earnest Money Deposit (interest free, refundable) of Rs. 20,000/- (Twenty Thousand) by way of a demand draft drawn in favour of the “Secretary, The Institute of Chartered Accountants of India”, payable at New Delhi.
- Application Money (non-refundable) of Rs. 5,000 (Five Thousand) by way of a demand draft drawn in favour of the “Secretary, The Institute of Chartered Accountants of India”, payable at New Delhi.
**SECTION -IV**

**SCOPE OF WORK:**

Supply and installation of 20 Laptops for ICAI with the Technical Specifications as given hereunder:

<table>
<thead>
<tr>
<th>Processor</th>
<th>Intel Core i7 (10th Gen or Higher OEM MEF)</th>
<th>Intel Core i5 (10th Gen or Higher OEM MEF)</th>
<th>Intel Core i3 (10th Gen or Higher OEM MEF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tentative Qt</td>
<td>2</td>
<td>9</td>
<td>9</td>
</tr>
<tr>
<td>Chipset</td>
<td>System on Chip</td>
<td></td>
<td></td>
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<tr>
<td>Wireless</td>
<td>WLAN 2x2AC+BT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Memory</td>
<td>1 x 8 GB DDR4 RAM, 2 DIMM Slot on the chipset and max memory expandability 32GB</td>
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<tr>
<td>Hard Disk</td>
<td>512 SSD</td>
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<tr>
<td>Graphics</td>
<td>Integrated Graphics HD620 or Equivalent</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Display</td>
<td>14” FHD TN screen (Equivalent or Higher)</td>
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<tr>
<td>Webcam</td>
<td>720p HD webcam or Higher</td>
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<tr>
<td>Keyboard</td>
<td>Backlit Keyboard</td>
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<tr>
<td>Ethernet Interface</td>
<td>Integrated Ethernet 10/100/1000 NIC</td>
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<tr>
<td>Ports</td>
<td>1x or more USB Type C™ (USB+DP+PD)</td>
<td>2x USB 3.2 Gen 1 or higher</td>
<td>1x USB 2.0, 1 HDMI 1.4, 1 RJ 45</td>
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<tr>
<td>Integrated Media Card</td>
<td>1x Micro SD Card Reader 3.0 (or higher)</td>
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<tr>
<td>Speaker / Microphones</td>
<td>Integrated stereo speakers; HD audio, integrated microphone</td>
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<tr>
<td>Battery</td>
<td>40 to 60 Whr(4-cell) or Equivalent Long-Life battery</td>
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<tr>
<td>Operating System</td>
<td>Windows 10 Professional factory installed with Recovery Media</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Warranty</td>
<td>3 x 3 x 3 with ADP (including battery)</td>
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<td></td>
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<tr>
<td>Mandatory Certification</td>
<td>UL, FCC Compliance, EPEAT, Energy Star</td>
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Note: There may be an upscale or downscale variation in ordered quantity by 20%. Bidders need to provide the quantity accordingly.
SECTION –V
General Conditions of the Contract

1. Application
These general conditions shall apply to the extent that provisions in other parts of the RFP do not supersede them. For interpretation of any clause in the RFP or Contract, the interpretation/clarification of the ICAI shall be final and binding on the Bidder.

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

3. Amendments in RFP
At any time prior to deadline for submission of bid, ICAI may for any reason, modify the RFP Document. The Bidders having received the RFP shall be notified of the amendments by posting the same at ICAI’s Website www.icai.org and such amendments shall be binding on them.

4. Partnership /Company
If the Bidder is a Partnership Firm/Company, the full particulars of the composition of the organization in detail should be submitted along with name(s) and address(es) of the partners/directors, copy of the Articles of Association, Memorandum of Association/Partnership Deed /Power of Attorney/any other relevant document.

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

6. Preparation and Submission of Bid
The Bidder shall comply with the following 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 over writings shall be valid only if they are initialled by the authorized person signing the Bid.

• The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or duly authorized person(s) to bind the Bidder to the contract. The letter of authorization shall be indicated by written power of attorney and shall accompany the Bid.

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

• Technical & Financial bids must be enclosed in separate sealed envelopes.

• Bids from Bidders, complete in all respects must be received by the ICAI at the address and by the date specified in the RFP.

7. Right to Accept Bid

With regard to the RFP, the ICAI has the following rights:
Accept or reject any of the proposals, without assigning any reasons thereof.
   a) Ask for re-submission.
   b) Request clarification from bidders.
   c) to accept any Bid in whole or in part

8. Earnest Money and Performance Security

A sum of Rs. 20,000 /- (Rupees Fifteen Lakh only) as earnest money deposit (EMD) in the form of the demand draft drawn on any Nationalized/Scheduled Bank drawn in favour of ‘The Secretary, the Institute of Chartered Accountants of India’, payable at New Delhi shall be furnished by the Bidder along with the Bid.

The successful Bidder shall furnish to ICAI performance guarantee for an amount equivalent to 10% of Contract value in the form of bank guarantee issued by a Nationalized/ scheduled Bank in favour of ‘Secretary, The Institute of Chartered Accountants of India, New Delhi’ within Seven (7) days of the receipt of the Letter of Intent. On the receipt of Performance Bank Guarantee, EMD will be refunded/returned to the successful Bidder.

EMD/Security Deposit/Performance Security is liable to be forfeited in case:

   a. The successful bidder withdraws its/his offer during the period of tender validity (The offer shall be valid for a minimum period of 90 days from the last date of submission of Bid).
b. The successful bidder refuses/fails to execute the Agreement or furnish the Performance Guarantee.

c. The successful bidder fails to honour the contract or refuses to comply with any or all terms and conditions of the tender.

The EMD of unsuccessful bidder shall be returned only after finalization of the tender process.

No interest shall be paid on the amount of Earnest Money and Performance Guarantee Deposit.

9. Payment Terms

Payment shall be made as per the following:

The ICAI, after delivery and installation of the Laptops at ICAI, ITO, New Delhi/ICAI Noida 62, will remit payment to the Vendor within thirty (30) days from the date of receipt of invoice subject to submitting all requisite documents (Successful installation reports, challans etc.) along with invoice and verification thereof. The above will be subject to TDS as applicable under the Income Tax Act, 1961.

10. Deliverables

The Vendor shall submit all the deliverables on due date as per the stipulated delivery schedule. The deliverables include Supply and Installation of Laptops at ICAI Noida 62/ICAI ITO Office. The Vendor will submit the copy of delivery challan and installation report to the authorised officer who signed the ‘Purchase Order’.

11. Schedule of Supply and Installation

The Laptops shall be delivered with the software pre-installed as herein mentioned and commissioned within 45 days from the date of issue of Letter of Intent.

12. Warranty Period

All Laptops shall be under on-site comprehensive warranty for total 3 Year (1 Default+ 2 Year Extended) years including (Parts/Labour) (as mentioned in the scope of work) from the date of Installation. The Vendor must provide the supporting Manufacturer Authorisation Form (MAF). The warranty would be applicable from the date of completion of supply of Laptops, its successful installation/Commissioning and acceptance by the authorised user. During warranty period, besides service/maintenance, the Vendor shall stock all spares parts for smooth functioning of the Hardware. The Vendor should provide support for all supplied items at all the locations as may be intimated by ICAI.
13. **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 Vendor 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 Vendor.

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

The Vendor shall ensure that the call reported by ICAI must be attended personally on or before Next Business Day (**NBD**) and resolved within 2 working days. In case call is not resolved in 2 days then vendor shall provide a standby Laptop of same/higher configuration. In case during warranty period, vendor fails to provide maintenance/ standby Laptop(s) of same/higher configuration and the Up time of 95% is not maintained by the vendor then ICAI reserves the right to impose Liquidated Damages and/or invoke the Bank Guarantee.

14. **Indemnity**

14.1 The Vendor 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 Vendor.

14.2 The Vendor 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 Vendor’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 Vendor or any of its Affiliates, officers, directors, and employees.
14.3 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 Vendor 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 Vendor, its agents/representatives or employees, Vendor 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.

15. Term

The contract for on-site comprehensive warranty shall be valid for a period of five (5) years from the date of completion of supply of Laptops, successful installation/Commissioning and acceptance thereof.

16. Termination

16.1 There shall be lock-in period for Three (3) years and the Vendor shall not be entitled to terminate the Agreement during the lock in period.

16.2 ICAI reserves the right to terminate the Contract during the lock-in period, by giving 60 days prior notice in writing to the Vendor, without any liability to pay any compensation to the Vendor for the following reason:

- 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 Vendor;

- The Vendor 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 Vendor;

- The Vendor assigns or sub-lets the work under the contract without the prior written permission from the ICAI;

- The Vendor commits breach of any of the terms and conditions of the contract.

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

16.4 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 Vendor and also reserves the right to invoke the Bank Guarantee furnished by the vendor.

16. Resolution of Disputes
All disputes or differences between the parties arising out of or in connection with the RFP or contract arising thereunder 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. Conflict of Interest
ICAI requires that the Vendor should provide professional, objective, and impartial advice and at all times hold the ICAI’s interest’s paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests.

21. Confidentiality

21.1 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.

21.2 The Vendor 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 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.

21.3 The obligations of the Vendor under this clause shall survive for 2 years beyond the termination of the contract.

22. Standards of Performance

The selected Bidder/Vendor shall perform and carry out their obligations under the Contract with due diligence and efficiently. The Vendor shall always act in respect of any matter relating to this contract as faithful advisor to the ICAI. The Vendor shall always support and safeguard the legitimate interests of the ICAI in any dealings with the third party. The Vendor shall conform to the standards laid down in RFP in totality.

23. Taxes and Duties

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

24. Relationship

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

The Vendor understands that there shall be no Employee and Employer or Master and Servant relationship between the personnel deputed by the Vendor for carrying out the work and ICAI. The Vendor 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 Vendor’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 Vendor.

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

25. Assignment
The Vendor shall not assign the work to any other Agency/individual, in whole or in part, to perform its obligation under the Contract, without the ICAI’s prior written consent.

26. Splitting of Work

ICAI reserves the right to sub-divide/split the work mentioned in the scope of work, amongst two or more vendors at its own discretion and the vendors shall have to execute the orders for part of the work placed with them at the L-1 rates quoted by any bidder.
SECTION –VI

BID EVALUATION AND SELECTION PROCESS

Response to this Tender would be evaluated in two phases. Initially technical bids will be opened and evaluated. Those bidders who satisfy the technical requirements of the work, as per the requirements/specifications and the terms and conditions of this Tender, shall be short-listed. Financial bids shall be opened only for the short-listed bidders who have qualified in the technical bid.

Technical Evaluation

The bids will be technically evaluated on various components. Each response to the Tender from each bidder will be judged on its own merit. As part of the Technical Bid Evaluation, bidders may be required to demonstrate to the ICAI, their works of similar nature, which forms part of the knowledge base of the bidder for the work and also exhibits bidder’s domain expertise.

Evaluation of Technical proposal including presentation would be on the following technical parameters carrying total 100 marks and each technical parameter has been assigned maximum score as given in the table below:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Technical Parameters</th>
<th>Graded Marks</th>
<th>Max. Marks</th>
<th>Document to be attached</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td>The bidder should have executed minimum 1 works of more than 50 Quantity each (Laptops). It should be a single order / Rate contract. Combination of orders is not allowed.</td>
<td>If the Two Biggest order Quantity is: 1) &lt;50 - 0 Marks 2) 50 to 100 qty. - 10 Marks 3) 100 to 500 qty. - 15 Marks 4) &gt; 500 – 20 Marks</td>
<td>Max 20</td>
<td>Copies of the work orders</td>
</tr>
<tr>
<td>2)</td>
<td>Total experience in Supply, Installation and Service of Laptops on PAN India basis as on 31st March, 2020.</td>
<td>1) 5 Years 10 2) 6 to 10 Years 15 3) Year &gt; 10 20</td>
<td>Max 20</td>
<td>Copies of supporting documents</td>
</tr>
<tr>
<td>3)</td>
<td>Total number of H/W and networking support engineers in the bidder organisation</td>
<td>1) &lt; 10 Engineers - 0 mark 2) 10 to 50 Engineers - 10 marks</td>
<td>Max 20</td>
<td>Self-declaration by bidder on organisation letter head</td>
</tr>
<tr>
<td>Sr. No</td>
<td>Technical Parameters</td>
<td>Graded Marks</td>
<td>Max. Marks</td>
<td>Document to be attached</td>
</tr>
<tr>
<td>--------</td>
<td>----------------------</td>
<td>--------------</td>
<td>------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td>4)</td>
<td>Average Annual Turnover for last three years (Year 2015-16, 2016-17 and 2017-18).</td>
<td>3) 50 to 100 Engineers – 20 Marks</td>
<td>Max 20</td>
<td>CA certificate to be attached along with Balance Sheet, P &amp; L Account statement in each of the last three years.</td>
</tr>
<tr>
<td>5)</td>
<td>POC Score Company Profile (10), Product Specification (10)</td>
<td></td>
<td>Max 20</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>100 marks</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Imp. Note:** Minimum Marks required to qualify in technical evaluation is **50** marks.

Each responsive Bid will be attributed a **technical score denoted by symbol “S(t)”**. The technical score shall be out of a maximum of 100 marks.

If in ICAI’s opinion, the Technical Bid does not meet the minimum technical specifications & services requirements or is otherwise materially deficient / inconsistent in any other aspect; the Bid shall be declared Non-Responsive and shall not be considered for further evaluation.

After technical evaluation, ICAI will rank the bidders in descending order of their technical scores with the top ranked bidder having the highest technical score. If any bidder is found to be technically inadequate to the requirements of ICAI, i.e. if the technical marks are lower than **50**, then that bidder’s bid would be deemed non-responsive for further evaluation and would not be considered further in the bidding process.
EVALUATION OF PRICE BID: COVER 2

1.1 PRICE BID PARAMETERS
Bidders are required to offer their best prices in terms of cost of the Equipment along with Warranty Services including all taxes and levies as on the last date of submission of bid (detailed break-up of all applicable taxes and levies over and above the quoted price should be mentioned)

1.2 EVALUATION OF PRICE BIDS AND RANKING
The price bids of only technically successful bidders whose technical Bids have been awarded 50 or more marks will be opened. The evaluation will be carried out if Price bids are complete and computationally correct. For the purpose of evaluation, only the Net Grand Total Price will be taken into consideration (These costs include all the taxes/charges. No Additional and/or optional charges would be permitted. Lowest Price bid (denoted by symbol “P (m)”) will be allotted a Price score of 100 marks. The Price score will be denoted by the symbol “S (p)”. The Price score of other bidders will be computed by measuring the respective Price bids against the lowest bid. These Price scores will be computed as: S (p) = 100 * (P (m) / P) where P is the Price bid of the bidder whose Price score is being calculated. The Price score shall be out of a maximum of 100 marks.

1.3 COMPUTING THE FINAL SCORE
The composite score is a weighted average of the Technical and Price Scores. The weightages of the Technical vis-a-vis the Price score is 0.30 of the Technical score and 0.70 of the Price score. The composite score (S) will be derived using following formula: S = (S(t) * 0.30) + (S (p) * 0.70). Thus, the composite score shall be out of a maximum of 100 marks. The responsive bidders will be ranked in descending order according to the composite score as calculated based on the above formula. The highest-ranking vendor as per the composite score will be selected.

Note:
ICAI, at its sole discretion, shall have the right to interpret various aspects of the evaluation criterion as it deems fit. The decision of the ICAI on such interpretation and awards of marks shall be final and binding on all bidders. No reasons whatsoever shall be furnished regarding award of marks
Annexure - I

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

(Note: Bidder must read the enclosed Terms and conditions before filling up the particulars in this form)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Items</th>
<th>Information /inputs to be filled by the tenderer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name and address of the Bidder, telephone number, fax, mobile number, email address (<em>Please specify</em>)</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Type of organization (Whether proprietorship, partnership, private limited, limited company) (<em>Please specify</em>)</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Name and address of the directors/ proprietor /partners (<em>Please specify</em>)</td>
<td></td>
</tr>
<tr>
<td>4 (a)</td>
<td>Year of formation of the company (Date of incorporation/registration) / experience in Supplying and Service of Laptops on PAN India basis (<em>Please enclose supporting Document</em>)</td>
<td></td>
</tr>
<tr>
<td>4 (b)</td>
<td>Date of commencement of business (<em>Please enclose supporting Document</em>)</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Nature of business carried by the company (<em>Please specify</em>)</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Branches and Offices in cities in India (<em>Please specify</em>)</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Related organizations/sister concerns and their address (<em>Please specify</em>)</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Banker’s name and address (<em>Please enclose supporting Document</em>)</td>
<td></td>
</tr>
<tr>
<td>9(a)</td>
<td>Total number of employees of the Bidder (<em>Please enclose supporting Document</em>)</td>
<td></td>
</tr>
<tr>
<td>9 (b)</td>
<td>Total number of H/W and networking support engineers in the bidder organisation (<em>Please enclose supporting Document</em>)</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Customer care mechanism, ready availability of spare parts, response time, timeline for delivery and installation. (<em>Please enclose supporting Document</em>)</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>24 hour helpline numbers (<em>Please enclose supporting Document</em>)</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Income tax return for the last three financial years (<em>Please enclose supporting Document</em>)</td>
<td></td>
</tr>
<tr>
<td>S. No.</td>
<td>Items</td>
<td>Information /inputs to be filled by the tenderer</td>
</tr>
<tr>
<td>-------</td>
<td>----------------------------------------------------------------------</td>
<td>--------------------------------------------------</td>
</tr>
<tr>
<td>13.</td>
<td>TDS Account, if any <em>(Please enclose supporting Document)</em></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Average Annual Turnover for last three years (Year 2016-17, 2017-18 and 2018-19) <em>(Please enclose audited Balance Sheet)</em></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Net worth of the company/firm <em>(Please enclose audited Balance Sheet)</em></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Total Number of Services Support Locations <em>(Please enclose supporting Document)</em></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>GST Registration No. / certificate and PAN number <em>(Please enclose supporting Document)</em></td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Details of Major Current clients <em>(Please enclose supporting Document)</em></td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Details of Major Previous clients <em>(Please enclose supporting Document)</em></td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>Details of similar assignments handled in the past <em>(Please enclose supporting Document)</em></td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>Persons authorized by the company to execute documents on its behalf, with ICAI <em>(Please enclose supporting Document)</em></td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>Details of Payment of Tender Fee and EMD fee <em>(Please enclose Demand Drafts in original)</em></td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td>Self-certification statement that OEM and bidder both have not been blacklisted in last 5 years in Govt./BFSI/PSU Govt. Dept. /Regulator/statutory body <em>(Please enclose supporting Document)</em></td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td>Whether having valid partnership with OEM. Minimum Gold Partner/Equivalent thereof. If Yes, please provide Certificates.</td>
<td></td>
</tr>
</tbody>
</table>

**Undertaking:**

I/We hereby certify that all the information furnished above are true to my/our knowledge. I/We have no objection to ICAI verifying any or all the information furnished herein with the concerned authorities, if necessary.

I/We also certify that I/we have understood all the terms and conditions mentioned in the tender document and hereby accept the same completely.

Signature of the authorized signatory of the agency  
Official seal/ stamp  
Telephone / Mobile No.

Date:  
Place:
Annexure-II

COVERING LETTER (ON THE BIDDER'S LETTER HEAD)

Date:

To,

The ______________
______________

Dear Madam/Sir,

Sub: BID for Supply and Installation of Laptops for ICAI

Having examined the RFP, I/we, M/s___________, offer our proposals for the subject works and are in full conformity with the said RFP. We have read the provisions of RFP 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 hereby enclose the following demand drafts:

1. Earnest Money of Rs. 20,000/- (Rupees Twenty Thousand only) by Demand Draft Number ............ dated...........drawn on........................ Bank........................Branch.

2. Cost of Tender Form of Rs. 5,000/- (Rupees Five Thousand 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.
REQUEST FOR PROPOSAL (RFP)

FOR

Supply and Installation of Laptops for ICAI

PART – II FINANCIAL BID

Issued on: 27-07-2020
The Bidder is required to submit his/its bid in the following format. The rates quoted shall be inclusive of all taxes and other levies.

Rates by Bidder:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Item</th>
<th>Unit Rate (in INR)</th>
<th>GST/Taxes/Any other Levies Per Unit</th>
<th>Unit Price (All inclusive) with Five years warranty (in INR)</th>
<th>Indicative Quantity</th>
<th>Total Price (All inclusive) In INR</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>i7 Laptop Refer Scope of Work for Details</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2</td>
</tr>
<tr>
<td>B.</td>
<td>i5 Laptop Refer Scope of Work for Details</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>9</td>
</tr>
<tr>
<td>C.</td>
<td>i3 Laptop Refer Scope of Work for Details</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>9</td>
</tr>
<tr>
<td></td>
<td>Total (A+B+C)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>20</td>
</tr>
</tbody>
</table>

**Note:**
1. ICAI will not be responsible for any other payment (e.g. Delivery/transportation, Taxes, insurance etc.) apart from the aforesaid commercials.
2. No TA/DA and no local conveyance or any travel cost will be reimbursed by ICAI.

Name:
Date:
Sign:
Address with Phone No and E Mail ID:

Stamp: