THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA (ICAI)

TENDER

FOR

FACILITY MANAGEMENT SERVICES & COMPREHENSIVE ANNUAL MAINTENANCE OF LAN & ICT INFRASTRUCTURE AT ICAI HEAD OFFICE AND ITS REGIONAL OFFICES

PART - I (TECHNICAL & COMMERCIAL CONDITIONS)

Name of Tenderer: _____

Address: _____

_____

Date of Submission: On or before 27th May 2015 by 2:00 PM

Pre-Bid will be on 15th May 2015 at 11:00AM at ICAI, A-29, Sector-62,Noida-201 309

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA

"ICAI BHAWAN", INDRAPRASTHA MARG, POST BOX NO.7100,

NEW DELHI – 110 002

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ORGANIZATION BRIEF

The Institute of Chartered Accountants of India (ICAI) is a statutory body established under the Chartered Accountants Act, 1949 (Act No. XXXVIII of 1949) for the regulation of the profession of Chartered Accountants in India. During its 65 years of existence, ICAI has achieved recognition as a premier accounting body not only in the country but also globally, for its contribution in the fields of education, professional development, maintenance of high accounting, auditing and ethical standards. ICAI now is the second largest accounting body in the whole world.

NOTICE INVITING TENDERS (PRESS)

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA (ICAI)

Head Office: 'ICAI Bhawan', Indraprastha Marg, New Delhi – 110002

FOR FACILITY MANAGEMENT SERVICES & COMPREHENSIVE ANNUAL MAINTENANCE OF LAN & ICT INFRASTRUCTURE AT ICAI HEAD OFFICE AND ITS REGIONAL OFFICES

ICAI invites Bids from reputed and experienced Service Providers for facility management services & comprehensive annual maintenance of LAN & ICT infrastructure at its Head Office and Regional Offices. The last date of receipt of duly filled in tenders is on or before **27th May 2015 at 2:00** pm. The detailed terms and conditions/tender documents are available at ICAI's website www.icai.org.

Acting Secretary, ICAI

RELEVANT INFORMATION AT A GLANCE

1.	Start of FMS/AMC	15 days from the date of award of AMC/ work.
2.	Date of Issue of Notice Inviting tender	13th May 2015
3.	Place(s) of Sale of Bidding Document.	The tender document can be downloaded from the website of the Institute (www.icai.org) at no cost.
4.	Deadline/Address for Receiving Bid/tender	27th May 2015 up to 2:00 P.M. Mr. Rajanikant Verma,Senior Faculty(Grade JD), Institute of Chartered Accountants of India ICAI Bhawan EDP section Hostel block 5th FloorA- 29 sector -62 Noida -201309
5.	Time, Date and Place for Opening Technical Bid	27th May 2015 at 2:15 P.M. The Institute of Chartered Accountants of India ICAI Bhawan , EDP Section, Hostel Block 5th Floor A- 29 sector -62, Noida - 201309 Phone No-0120-3045991,0120-3045912
6.	Person to be contacted for any clarification before submission of bid/tender.	Mr. Rajanikant Verma, Senior Faculty(Grade JD) The Institute of Chartered Accountants of India ICAI Bhawan EDP Section Hostel Block 5th FloorA- 29 Sector -62 Noida - 201309 Phone No-0120-3045991,0120-3045912
7.	**Tender fee**	**₹ 1,000/- (₹ One Thousand Only) in the form of Demand draft/pay order in favour of the Secretary, ICAI, payable at New Delhi. The tender fees are mandatory and should be placed in a separate envelope along with bid. The envelope to be superscripted "TENDER FEE".**

NOTICE INVITING TENDERS (WEBSITE)

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA

Head Office: 'ICAI Bhawan', Indraprastha Marg, New Delhi – 110002

ICAI invites Bids from reputed and experienced Service Providers for facility management services & comprehensive annual maintenance of LAN & ICT infrastructure at its Head Office and Regional Offices.

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

S. No	Name of Project	FACILITY MANAGEMENT SERVICES & COMPREHENSIVE ANNUAL MAINTENANCE OF LAN & ICT INFRASTRUCTURE
1	Scope of Work	As per Section III
3.	Cost of Tender Document	**₹ 1,000/- (₹ One Thousand Only) in the form of Demand draft/pay order in favour of the Secretary, ICAI, payable at New Delhi. The tender fees are mandatory and should be placed in a separate envelope along with bid. The envelope to be superscripted "TENDER FEE".**
4	Earnest Money Deposit	Earnest Money Deposit of ₹ 2, 00,000/-(₹ Two lakh only) in the form of Demand Draft in favour of "Secretary, The Institute of Chartered Accountants of India" payable at Delhi.
5.	Availability of Tender Document	At ICAI's Website www.icai.org
6.	Last date, time and address for submission of tenders	27th May 2015 up to 2:00 PM addressed to Mr. Rajanikant Verma, Senior Faculty (Grade JD) The Institute of Chartered Accountants of India, ICAI Bhawan, EDP Section, Hostel Block, 5th FloorA- 29 Sector -62 Noida - 201309.
7.	Date of opening the	The Technical bids shall be opened in the office of The Institute of Chartered Accountants of India at ICAI Bhawan, EDP

	Technical Bid (Cover-1)	Section, Hostel Block, 5th Floor, A- 29, Sector -62 Noida 201309 at 2.15 PM on 27th May, 2015, even if bidders are not present.
8.	Date of opening of Financial bid (Cover –2)	After evaluating the technical bids on ICAI's Parameters, the Financial bids of successful bidders shall be opened on same or any other date as per discretion of the ICAI as notified/informed even if tenderers are not present.
9.	Validity of offer	90 days from the last date for submission of bids.

Note:

1. A Bidder shall not be allowed to submit more than one Bid.

2. Bidder should have valid Service Tax registration number and meet all legal requirements.

3. The Bidder shall not sub-let the work or its coordination to any other party/sister-concern.

4. Any amendment / corrigendum to the tender 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. ICAI also reserves the right to cancel the entire tender process without assigning any reason. In this regard, the decision of ICAI shall be final and binding on all the participants.

SECTION - I

DEFINITIONS

In this document, the following terms shall have respective meanings as indicated:

1**. ICAI"** shall mean Institute Chartered Accountants of India. The term ICAI includes successors and assigns of ICAI.

2. "NIT" shall mean Notice inviting Tender, Tender Document or Bidding Document including the written clarifications issued by ICAI in respect of the NIT.

3. "**Authorized Representative/Agency**" shall mean any person/ agency authorized by ICAI.

4. "**Contract"** shall mean and include Agreement executed, Purchase Order placed or Work Order awarded on successful Bidder and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.

5. **"Site"** shall mean the location (s) for which the work has been allotted and where the services are to be delivered.

6. "**Specifications"** shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Bidding Documents.

7**."Bidder**" means the firm/company/individual offering the solution (s) services and/ or materials required in the NIT. The word Bidder when used in the pre award period shall be synonymous with Tenderer, and when used after intimation to Successful Bidder shall mean the Successful Bidder, also be called "Service Provider" or "Supplier" or "Vendor" on whom Purchase Order for Deliver of services will be placed.

8."**Party"** shall mean Bidder or ICAI individually. However, "Parties" shall mean Bidder and ICAI when used collectively.

9."**Services"** means requirements defined in this NIT including all necessary and additional services associated thereto to be delivered by the Supplier/ Service Provider.

10**."Installation**" means the supplier's written notification that the system required for delivery of the desired "Services" has been installed by the Supplier in accordance with requirements and the project plan, and is ready for the acceptance testing.

11."**Final Acceptance"** means the written certification that the equipment & Services delivered has been verified as satisfactory in accordance with the defined Specifications.

12. "**Acceptance Test Documents"** means a mutually agreed document, which defines procedures for carrying out complete test on the equipment, software & services against the technical specifications. It should define tests to be carried out, test equipment and expected test results.

13.”**Intellectual Property Right”** also called “IPR’, means any and all copyrights, moral rights, trademarks, patent, and other intellectual proprieties.

14. **“Law”** or “**Legislation”** shall mean any Act, notification, by law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Government of India or State Government or regulatory authority or political subdivision of government agency.

15.”**Third Party Agency”** shall mean any agency appointed by ICAI or monitoring the “Systems” during commissioning and operation.

16.”**Purchaser”** means the Institute of Chartered Accountants of India.

17. The “**Equipment(s)”** shall mean the components (hardware& software) of the existing ICT infrastructure setup at ICAI premises unless otherwise stated.

18. “**Scheduled Downtime”** shall mean the period for which the given equipment as defined in (17) above (hardware and software) is intentionally taken out of service for maintenance purposes.

19. “**Bidder Personnel”** shall mean the support staff designated and authorized by Bidder for delivering the support and services covered under this Document.

20. “**AMC**” shall mean Comprehensive Annual Maintenance Contract/Annual Maintenance Agreement.

21. “**OEM**” shall mean the Original Equipment Manufacturer.

22. **“Project”** shall mean and include FMS and AMC of LAN & ICT infrastructure at ICAI and its Regional Offices.

SECTION - II

Eligibility Criteria

General Criteria

Eligibility of the Bidders shall be on the basis of their technical and financial strength, track record and proven experience in the relevant field. The Bidder is required to submit documentary evidence (wherever applicable) in support of the following criteria and any other claims made.

- The company should be a registered IT/ ITES Company/ Firm / Agency in India and must be established for providing FMS / AMC services for last 3 years, as evidenced by the Certificate of Incorporation.

- The Company should have at least 3 year of experience in the field of Facility Management Services / AMC services and more specifically in providing FMS / AMC services in maintenance of LAN, WAN, Routers, Switches, Hubs, Networks, Controllers Wi-Fi etc.
- Requisite and recent attestations of satisfactory services of similar nature and size being provided to organizations should be enclosed along with the Bid.
- The Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of India ("GOI")/ State governments / Regulatory agencies.
- The Bidder has to submit Performance Certificate from at least three of its clients.
- The agency should be registered with the Service Tax department and carry a valid PAN.
- The vendor should be ISO certified in the related field (Copy of ISO Certificate to be submitted).
- Minimum PCMM Level 3 Certification is desirable.
- BS 7799/ISO27001 Certification is desirable.
- Should produce Articles of Association and MoA along with Certificate of Incorporation (in case of a Company), Bye laws and certificates for registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm).
- A certificate (from the Company Secretary that the company has not been blacklisted by an authorized agency of the State/Central Government and there have been no litigations with any State/ Central Agency over the execution of IT projects.
- The company should have registration under the Employees' Provident Fund Act 1952, The Employees' State Insurance Act, 1948, and other labour laws if applicable.

Financial capability

- Average annual turnover of the company from IT/ITES services should be at least ₹ 3 Crore (₹ 3,00,00,000/- INR in the last three financial years. Organizations should submit Certificate from Chartered Accountant on revenue for IT/ITES Consultancy services. The Organizations should have made profit during each of

the previous 3 financial years. A copy of the audited Balance Sheet certified by chartered accountant, by chartered accountant, clearly specifying turnover from IT/ITES/ICT services of the company for the last three years shall be enclosed as a proof for the turnover.

- The company should have turnover of at least ₹ 50 Lakhs per year for the last three financial years, from FM/AMC services only (Copy of annual audited balance sheet and profit & Loss Account statement for last three financial years where the income from FM/ AMC services is separately indicated to be submitted. If the profit Loss statement does not indicate the income from FM / AMC services, separately a certificate from the statutory auditor of the company specifying income from FM /AMC services may be submitted).

Experience

- The company should have been providing satisfactory FM/ AMC services to at least three clients in last three financial years, where each project is worth at least ₹15 Lakhs. Each project must cover comprehensive maintenance /FM service for similar setup as of ICAI. Copy of any document issued by the client which clearly indicates the items covered under FMS/AMC value of the project, period of the project and certification that the services provided is satisfactory is to be submitted.

Support

The company should have a fully functional service center and qualified engineers at Delhi NCR to provide quality service support as and when required by ICAI. The List of the personnel with qualification work experience and no. of years in the company along with telephone/ mobile no must be given clearly.

- The parent company of any subsidiary company, which is seeking qualification on the financial strength of its parent, would have to give a written undertaking that it would bear all financial liabilities of the subsidiary with regard to this bid/tender.
- The parent company of any subsidiary company, which is seeking qualification on the technical strength of its parent, would have to give a written undertaking that its technical capabilities/resources would be available to the subsidiary company as and when required.

SECTION - III

SCOPE OF WORK

The AMC should include comprehensive onsite maintence, services, repair, rectification, replacement etc. of the local area network (LAN) of ICAI including all items and hardware components/devices as indicated and listed in **ANNEXURE - 1** as well as any associated and related hardware equipment/devices/ or software applications etc. As the AMC/FMS are of comprehensive nature, this includes maintenance/repair/replacement of existing fiber cable/switches/media converters/UTP/all parts/fiber patch cord/UTP patch cord etc. with same or equivalent brand located throughout the Site. Further, it shall include maintenance and coordination with third party vendor for equipment as indicated in **ANNEXURE - 1.(To get details send a mail to amcfms@icai.in. ICAI will not be responsible for any non receipt of such emails from ICAI at the end of the vendor. It will be the responsibility of the vendor to follow with ICAI and get the asset list.)**

The AMC would include cost of materials to be supplied and comprehensive online/offline maintenance and repairing of all items indicated in **ANNEXURE -1. (To get details send a mail to amcfms@icai.in)** or any additions thereon. The On Call AMC will cover the items as per **ANNEXURE-ITT.(To get details send a mail to amcfms@icai.in.)**

The FMS /AMC would be initially for a period of 12 months. The same may be renewed for further period as mutually agreed subject to satisfactory service rendered.

The Bidder must give a clear commitment and plan of action to implement the approach and strategy on all AMC/FMS, as indicated herein.

The solution for the below mentioned services need not be based on available resources at ICAI. Bidder is free to use additional hardware and software compatible with the existing infrastructure to provide the solution during the AMC period as stated above. The details of this, has to be provided in the strategy write up of the tender.

As part of the FMS/ AMC, the vendor would be required to provide the following services at ICAI Sites.

Technical support for hardware and software

a) Support for any software environment installed in any of the hardware components as listed in **ANNEXURE -1** as well as any and associated applications being used in relation thereto, including installation, updating, loading of patches, service packs and configuration/ reconfiguration of the same.

b) Diagnose and rectification of all hardware and software related problems, rectification of network related problems & co-ordination with third party vendor (under whom the warranty/AMC is going on).
c) Assistance in moving and reinstallation of any equipment in the Site area.
d) Assistance in carrying out back -up and recovery.
e) Antivirus control and updating and coordination with antivirus software vendor.

f) Carrying out periodic preventive maintenance to ensure trouble free operations.
g) Carrying surface cleaning of all hardware components which are operational and under warranty.
h) Service engineer should look after the system/ network administration and must be capable to work on UNIX, Linux and windows based servers, routers, firewalls (both software and hardware based), leased lines, UTM, Wi-Fi controllers, zone directors, Wi-Fi devices, switches, hubs, server administration application deployment, mobile devices and applications etc.
i) Management of databases including user database and login database with 32/64 bit server architectures.
j) Identify and resolve LAN/ internet faults and to keep ready disaster management plans to upkeep the CRITICAL servers.
k) To monitor and maintain the logs of the hits, sever uptime charts, server backup and intrusion detection on web server.
l) Create and monitor virtual LANs, working domains for effective use of network services.
m) Technical support in video conferencing as and when required.
n) Control access to and from ICAI network clients, intrusion detection with logging, should protect against external intrusions, hacking denial of service, port scanning and spoofing attacks,
o) Periodic backups of systems and databases using CD-writer/ tape drive.
p) Ascertain and ensure networks connectivity, data transition on all nodes connected in the LAN.
q) Maintenance of switches, IO boxes, WAPs and other network infrastructure.
r) The network configuration, maintence and up keeping.

Management of IT resources

a) Creating databases of hardware resources with details like location, configuration details etc.
b) Assigning asset identification number to all item of hardware in coordination with ICAI staff.
c) Creating database of all software resources with details like location, license version.
d) Coordination with vendors for installations / up gradation of new hardware as per the order placed by ICAI.
e) Updating databases regarding all new installations, movement within or out of the Site, configuration changes etc.

Vendor management

a) Maintain databases of third party vendors for items which are under warranty.

b) Call logging with vendors and follow up till final resolution

Maintence of help desk

a) Tracking of calls to final resolution from staff.
b) Escalation of unresolved calls.
c) Submission of periodic report.

Maintenances and services

a) To carry out the above activities, the successful bidder must have onsite, qualified graduate service engineer as per the initial description at site.
   - The resident engineers should be qualified graduate engineers from recognized institutions in computer science/technology with minimum of three (3) years experience. The bidder has to submit attested copies of qualification and experience to ICAI.
   - The engineers so deputed must have their own necessary tools like cable tester, crimping/ punching machines etc.
   - Resident engineers, must be qualified network engineer preferably Cisco certified network engineer and secondly, should be qualified hardware diagnostics and rectification engineer having knowledge in software application and operation and setup.
   - The details of resident engineers posted at Site should be provided in advance to system administrator, ICAI.
   - No resident engineer should be relieved of duties without prior notice of at least one week to system administrator, ICAI.
   - No resident engineer will leave or avail leave till the reliever reports for duty.
   - The resident engineers should carry and display the identity card with photograph provided by the successful bidder.
   - No resident engineer will be allowed to enter Site without proper identity cards as above.
   - Successful bidder shall ensure that all the resident engineers are technically qualified, competent and responsible engineers and are capable of giving all types of necessary technical guidance/ assistance to ICAI in respect of all the hardware and software components of equipment as mentioned herein as well as capable of attending faults/ resolving problems whenever needed.
   - The services of all personnel should be available on weekdays (Monday to Friday) from 9:00 am to 6:30 pm.
   - In the event of service required after above hours or on holidays, the successful bidder should be prepared to provide services with no extra charges.
   - In case of any disaster/ an unforeseen situation, the successful bidder may be asked to depute other persons from their organization to sort out the problem.
   - The persons employed by the bidder are to be paid by the bidder with fair wages as per Labour Laws of Central/State Government. Other benefits to the persons like Bonus, ESI, Gratuity, PF etc, are complete responsibility of the bidder.
   - Any injury/ mishap caused to the worker during the course of the work shall be the responsibility of the successful bidder. The successful bidder is governed by the

Employees's Compensation Act, 1923 in case of any claim by the persons employed by him/her/firm.

- The Service Provider shall indemnify the ICAI of all claims made by the employees of the service provider.
- The Successful Bidder shall have insurance/ Group insurance scheme for the employees deployed for AMC/FMS at ICAI.
- No staff deployed by the Service Provider for the AMC service would have any claim in any way for getting future employment in ICAI.
- The personnel deputed shall report to System Administrator, ICAI on all working days at Site.

b) To assist in carrying out the above activities, the Service Provider must maintain (manually or through application) the following:
   a. Inventory register
   b. Call register
   c. Vender register
   d. Preventive Maintenance Register

c) The Service Provider shall guarantee 98% uptime for each hardware components and peripheral under maintenance. Stock of necessary spares shall be kept on site. If Service Provider does not maintain the uptime of the equipment, proportionate charges will be deducted from the amount paid to the Service Provider. All calls should be resolved within one working day of call logging beyond which it will be included in calculation of downtime.

d) Service Provider shall be solely responsible for providing all the AMC/FM support services under the Contract to ICAI and ICAI will not be liable to interact with any of OEMs (Original Equipment Manufacturer).

e) During the Contract period, Service Provider shall assign a Support Manager for ICAI who shall act as a single point of contact (SPOC) for ICAI for handling any service related issues under the Contract.

f) The Service Provider shall not make excuses in attending hardware fault in one make of equipment or one type hardware equipment. However, the Service Provider is allowed to replace the equipment of similar specification with different make, if the Service Provider desires and the new equipment so installed shall be the property of ICAI. Mixing of hardware makes is not allowed. For this, prior permission from system administration, ICAI shall be obtained in writing.

g) The Successful Bidder shall enter into agreements with the OEMs for providing support services under this arrangement or Successful Bidder shall stock necessary spares to provide the AMC services strictly in accordance with the terms and conditions of the Contract.

h) ICAI shall not be responsible for any non support from OEMs. The Service Provider shall also submit the written undertaking to support those part/ equipments which may have been declared end-of-support by the OEM or may be declared end-of-support during the AMC period.

i) ICAI reserves the right to redeploy/divert the equipments under the AMC to any of its Site. The Service Provider shall provide support for all such equipments diverted to other locations, at no extra cost. ICAI will give the intimation to the Service Provider.

j) All repairs/ replacement of parts shall be done at the Site only. However, if the fault is serious and requires the equipments to be taken out of the Site, the Service Provider shall

provide similar equipments or parts for non interrupted continuation of work. All expenses related to shifting like transportation, installation etc. shall be attended by the Service Provider at no extra cost to the ICAI.

k) Any worn out /defective parts withdrawn from equipments and replaced by Service Provider shall become the property of the Service Provider and the parts replacing the withdrawn part shall become the property of ICAI.

l) Hardware equipments currently under warranty will be included in maintenance on expiry of warranty period. Any addition to the pool of maintenance would involve proportionate increase in the total maintenance charge.

m) The Service Provider shall not subcontract or permit anyone other than the Service provider personnel to perform any of the work covered in this contract.

n) The Service Provider should undertake that it and its personnel will at all times comply with all the security regulations in effect from time to time on Site. The Service Provider should further undertake to hold in strict confidence any information, whether consisting of confidential and proprietary data or not, which has or will come into its possession in connection with the contract and that it shall not make use of such information other than the fulfillment of its obligations under this contract.

o) The Service Provider must give back to back guarantee/ warranty of all the items/peripherals to come under AMC.

p) The Service Provider shall also ensure availability of experts in case of non-rectification of the faults by resident engineers.

q) The Service Provider shall ensure that no repeat complaint on the same hardware or same equipments is reported within a month.

r) Each complaint must be attended and resolved/rectified on same day within working hours. If the component needs time for repairing or replacement then an alternate temporary arrangement must be made by the Service Provider. Where the parts/components have failed/ damaged or gone into disuse due to any reasons, replacement of those parts/components shall be provided free of cost by the Service Provider within 24 hours of the call. Where any items/ parts/ components need replacement, the same shall be replaced with same make, specification and brand of items/ component/part. In case the brand/ model has become obsolete, the same shall be replaced with superior quality of the items/parts/components and must carry at least one year warranty. ICAI will not take responsibility towards erratic power problems relating to the electricity boards or any other default situation of the nature beyond its control that may cause the equipments to malfunction. In case of pending/ high workload , the Service Provider will depute additional engineer(s) to clear the backlog so as to maintain the uptime of the ICT infrastructure.

s) A register will be maintained by the resident engineers deputed by the Service Provider for booking the complaints/calls and to keep record of the uptime of the system. If possible, use of software for this purpose will be preferred and this software will be provided by the Service Provider.

t) In case an equipments/ machine is being taken for servicing to service centre, the Service Provider will provide a stand by equipment and will take prior permission of the System Administrator, ICAI before taking the equipment out. Cost of transportation and insurance of equipment will be borne by the Service Provider.

u) The Service Provider shall maintain all the hardware equipments and software satisfactorily till the end of the AMC /FMS tenure and handover all inventory in good working condition to the next vendor, in case the AMC/FMS is not extended or is terminated.
v) All LAN equipments on the present network will be covered under this AMC. **The Service Provider has to give the complete Network Audit Report and compiled list of nodes on LAN with hardware address, users, location etc. and to provide the same to System Administrator, ICAI within the first month of the contract.**
w) The Service Provider has to ensure uninterrupted connectivity of LAN in all Deptts./locations of ICAI till end users. It includes installation of Ethernet card drivers, monitoring of the Optical Fiber/UTP Segment from time to time to check proper connectivity, crimping of connectors, configuring and assigning of IP address for all nodes under Site network.
x) The Service Provider will undertake cable laying activities as and when required to extend network connectivity at ICAI's request based on accepted rate.

During the period of AMC, the Service Provider shall:

a) Carry out the periodic Preventive Maintenance (PM) of equipments covered under AMC.
b) Periodically analyze the health of various infra components of system.
c) The Service Provider shall provide all hardware/ software upgrades/ patches, if required, for resolution of a fault/ bug/ vulnerability, to ICAI free of cost and also provide support for the same thereafter as part of AMC.
d) The Service Provider should have at least 10% of spares in stocks and also have adequate facility for repair to execute the AMC.
e) The stocks shall be checked by ICAI at any time during the contract.

Locations where Facility Management Services & Comprehensive Annual Maintenance to be provided by Service Provider under this arrangement

1. Head Office – Delhi, ICAI Bhawan, I P Marg, New Delhi -110 002. This is housing Data Center also.

2. Examination Office 1 – Noida ICAI Bhawan, C-1, Sector-1, Noida-201 301(UP)

3. Examination Office-2 – Noida, ICAI Bhawan, C-5, Sector-1, Noida-201 301 (UP)

4. Administration and Research Office – Noida, ICAI Bhawan, A-29, Sector- 62, Noida-201 309 (UP)

5. Regional Office – Chennai ICAI Bhawan, 122,M G Road, Nungambakkam, Chennai-600 034 This is also housing Data Center.

6. Regional Office – Kanpur ICAI Bhawan, Post Box No. 314, 16/77B,Civil Lines, Behind Reserve Bank of India,Kanpur-208001(UP)

7. Regional Office – Mumbai ICAI Tower,Plot No.C-40, G Block, Opp. MCA Academy, Next to Standard Chartered Bank, Bandra Kurla Complex, Bandra (East), Mumbai-400 051.

8. Regional Office – Delhi ICAI Bhawan, 52-53-54, Institutional Area, Vishwas Nagar, Shahdara Near Karkardooma Courts, Delhi – 110 032. This is also housing 1 ITT center

9. Regional Office - 1 – Kolkatta, ICAI Bhawan, 7, Anandilal Poddar Sarani [Russell Street],Kolkatta-70071.

10. Regional Office – 2, Kolkatta, ICAI Bhawan, ICAI Bhawan, PrantickPally,Rajdanga, Kolkata.

11. ITT Centers-Delhi - At BLOCKNO. E-13, PLOT NO. 3, LOCAL SHOPPING CENTRE, CHOUDHARY CHARANSINGH MARG,ROADNO. 56, BEHIND PATPARGANJ,NEAR NATIONAL HIGHWAY-24,GAZIPUR,DELHI-110096 and at 201-202 Second Floor, Vikas Plaza, Sector 8 Rohini, NEW DELHI- 110085. This will be purely "On Call basis" for the items as per Annexure-ITT

The Service Provider will depute the following personnel at ICAI and its offices as part of AMC/Facility Management Service (FMS).

S.No.	**Location with Address**	**AMC Engineer(Desktop, Server,Printer,Networking ETC.)**	**FMS including helpdesk engineer**	**Remarks, If any**
1	**ICAI, ICAI Bhawan, I P Marg, New Delhi (Head Office)**	**1**	**1**	
2	Examination Office – Noida ICAI Bhawan, C-1, Sector-1, Noida-201301	**1**	**1**	
3	Examination Office 2 – Noida ICAI Bhawan, C-5, Sector-1, Noida-201301	**1**	**1**	
4	Administration and Research Office – Noida, ICAI Bhawan, A-29, Sector- 62, Noida-201309	**1**	**1**	
5	Regional Office – Chennai ICAI Bhawan, 122,M G Road, Nungambakkam, Chennai.	**1**	**1**	
6	Regional Office – Kanpur ICAI Bhawan, Post Box	**1**	**0**	

	No. 314, 16/77B,Civil Lines, Behind Reserve Bank of India,Kanpur			
7	Regional Office – Mumbai ICAI Tower,Plot No.C-40, G Block, Opp. MCA Academy, Next to Standard Chartered Bank, Bandra Kurla Complex, Bandra (East), Mumbai-400 051.	**2**	**0**	
8	Regional Office – Delhi ICAI Bhawan, 52-53-54, Institutional Area, Vishwas Nagar, Shahdara Near Karkardooma Courts, Delhi – 110 032.	**1**	**0**	
9	Regional Office – Kolkatta, ICAI Bhawan, 7, Anandilal Poddar Sarani[Russell Street],Kolkata-70071.	**1**	**0**	
10	Regional Office – Kolkatta-2, ICAI Bhawan, ICAI Bhawan, PrantickPally,Rajdanga, Kolkata.	**1**	**0**	
Total Requirement		**11**	**5**	**16**

The locations at Sr. No. 11 and ITT Centre at Sr. No. 8 will be covered under AMC on call basis only.

These personnel will be sent to our other locations situated at Delhi NCR at NO extra cost as and when required for maintenance of Computer Systems and peripherals installed there under this AMC.

Minimum Qualifications & Experience Required for FMS/AMC Personnel

Sl No.	Position	Educational Qualifications	Certificate on	Experiences on the Job.	Experience In Years
1.	System Administrator	BE(CS) / M. Tech (CS) / MCA	MCSE, Unix and/or Linux	Installation & configuration of Administration of UNIX,WINDOWS NT & LINUX	5 years
2.	Network Specialist	BE(CS) / BE / Dip (E&TC)	CISCO / NORTEL	Installation & configuration of Switch, Router, modem and other Network equipment.	5 years
3.	Support Engineer / Network Associate	BCA, Dip.in E&TC / Dip in CS / BSc (CS) / BE / B.Tech	CCNA / CCNP / MCSE	WIN 95/98/2000/2003,MS Office / Smart Suite / IE / Netscape configuration / Installation of Software products, Zip & Unzip	2 years

Manpower Deployment Plan:

Sl.	Shift Timings	Remarks
1	General Shift 9:00 AM to 6.00 PM (Monday to Friday). If required on holidays the Engineers to support ICAI on the IT Logistics	At HQ and Regional offices
2	Round the clock including Saturdays, Sundays and holidays	At ICAI Exams

Escalation Matrix

The escalation matrix with detailed information is to be submitted by the bidder as per **Annexure-X**

SECTION - IV

INSTRUCTIONS TO BIDDERS

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

2. Bidder shall submit letter of authorization, authorizing the person signing the tender document on behalf of the bidder. The individual singing the tender (or the documents in connection with it) must specify whether he/she is singing as:
    - A sole proprietor of the firm, or constituted attorney of such a proprietor.
    - A partner of the firm, if it be a partnership, in which case he must have the authority to refer to arbitration, disputes if any, concerning the business of the partnership, either by virtue of the partnership agreement or power of attorney.
    - Authorized signatory of the firm, if it is a company (a letter of the authority in this respect must be enclosed along with the bid).

   A person singing the tender form or any part thereof, on behalf of another, shall be deemed to warrant that he has the authority to bind the other and if on inquiry it appears that the person so singing has no authority do to so, ICAI may without prejudice to other civil and Criminal remedies, cancel the contract and hold the signatory liable for all costs and damages.

3. All changes, alterations, corrections in the Tender document shall be signed in full by the person(s) signing the Tender document, with date. No eraser and/or over writing without authentications is/are permissible.

4. The complete Tender document along with the documentary evidence should be numbered.

5. The Bidder shall submit its Tender in two (2) parts, namely; Part-I will contain Technical Bid (in the prescribed format) and Part-II will contain Financial Bid (in the prescribed format) in separate envelopes. Technical Bid and Financial Bid shall be submitted on the Bidder's letter head duly stamped, signed and dated as his/its unconditional acceptance to the terms prescribed in the tender document. Details/ supporting documents, wherever applicable, if attached with the Bid, should be duly authenticated by the bidder and indexed.

6. Tender shall accompany a covering letter in the prescribed format as given in Annexure II and shall also have the relevant documents.

7.Bidder must submit the original 'Technical' and 'Financial Bid' in separate sealed envelopes and put again in a sealed envelope, superscribed as "**BID FOR FACILITY MANAGEMENT SERVICES & COMPREHENSIVE ANNUAL MAINTENANCE OF LAN & ICT INFRASTRUCTURE AT ICAI HEAD OFFICE AND ITS REGIONAL OFFICES".** The outer envelope shall indicate the name and address of the Bidder to enable the bid/tender to be returned unopened in case it is declared "late".

- If these envelopes are not sealed and marked as required, ICAI will assume no responsibility for the bid/tender's misplacement or premature opening.
- The seal of the company must be affixed on all pages of the technical bid.
- All papers comprising of technical bid must be serially numbered. The page number/ s of each document in support of the eligibility criteria should be clearly mentioned at the appropriate place.
- Any deviation of any sort shall be categorically mentioned and specifically indicated in the tender document itself.
- Silence or use of the word " Noted" against any of the Bid conditions, as outlined in the tender document, shall be construed as acceptance of the same.

❖ **Note: offer by fax/e-mail will not be accepted and shall be summarily rejected**

8. The Bids completed in all respects as specified in this Tender shall be sent/submitted by post/courier to –

Mr. Rajanikant Verma, Senopr Faculty (Grade JD).
The Institute of Chartered Accountants of India
'ICAI Bhawan', EDP Section, Hostel Block,
5th Floor, A-29, Sector – 62, NOIDA 201 3019
Uttar Pradesh.

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

10. The complete bid document should be submitted before due date and time . Bid received after the stated time and date would not be considered and is liable for rejection.

11. The ICAI reserves the right to accept/reject any or all the bid(s) 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 Tender.

12 The bidder shall carefully examine and understand the scope of work, specifications/conditions of Tender and seek written clarifications, if required, to ensure that they have understood all scope of work, specifications/conditions of Tender. The bidders requiring clarification on NIT may submit queries through email id at rajanikant @icai.in

13 The bidders should have presence across India with one of their support/representative office in Delhi/NCR, until completion of the contract. The Bidder shall authorize a representative for interacting with the ICAI during evaluation of the Bid.

14 The successful Bidder shall be required to enter into an Agreement with the ICAI, within fifteen (15) days from the date of receipt of letter of intent or within such extended period, as may be specified by the ICAI in this regard.

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

16 Date & Time of opening of Bids: Technical Bid shall be opened on 19th May **at 2.15 PM** and the date and time of opening of Financial Bid shall be communicated to the short listed bidders.

17 The bid must be accompanied with 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 favor of Secretary, ICAI payable at Delhi. Tenders not accompanied with EMD shall be summarily rejected.

18 If the bidder, after submission, revokes his/its bid or modifies the terms and conditions thereof during the validity of his/its bid 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.

19. The Bidder, at his own cost, responsibility, is encouraged to visit, examine and familiarize itself with the site of service and its surroundings and obtain all information that may be necessary for preparing the Bid/tender and entering into contract for the AMC/FMS.

20. ICAI may at any time cancel or withdraw the invitation to bid without assigning any reason and the earnest money deposit submitted by Bidders shall, in such case, be refunded to them.

21. The successful bidder i.e. Service Provider shall, within 7 days of receipt of Letter of Intent or within such extended time as may be advised, shall submit a Bank Guarantee for 10% of the contract value having validity of 15 months as performance security. In case of extension of maintenance contract, the Service Provider shall submit a fresh Bank Guarantee for the Contract value covering the extended period of Maintenance Contract. On furnishing the Bank Guarantee, the EMD of the successful bidder shall be returned.

22. Each bidder should submit only one bid/tender. If any of the bidders submits or participates in more than one bid/tender, such proposal shall be disqualified.

23. The bidders are advised to prepare their bids as per the instructions given in this document so as to avoid the rejection of their bids. The bidders shall bear all costs associated with the preparation and submission of the Bid. ICAI shall, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

SECTION V

GENERAL CONDITIONS OF CONTRACT (GCC)

Amendment of Bidding Documents

- At any time prior to the deadline for submission of bid/tenders, ICAI, for any reason, whether at its own initiative or in response to the clarifications requested by prospective Bidders, may modify the Bidding documents by issuing amendment (s).
- Any amendment (s)/ modification (s) shall be uploaded and published on ICAI 's website www,icai.org and these will be binding on the prospective Bidders.
- In order to allow eligible Bidders a reasonable time to take the amendment into account in preparing their bid/ tenders ICAI, at its discretion, may extend the deadline for the submission of bid/ tenders, which will, accordingly, be published in ICAI's website.
- Responsibility for checking of any amendments/ changes made to the Bid/ tender, Corrigendum issued as well as any related notices published in the institute's website, with respect to the bid/ tender shall rest solely with the Bidder. ICAI shall in no way be held responsible for non-intimation of the same to the respective Bidders.

Language of Bid/tender

- The Bid/tender prepared by the Bidder, as well as all correspondence and documents relating to the Bid/ tender exchanged by the Bidder and ICAI shall be written in standard Indian Official English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For the purposes of interpretation of the bid/tender, the translation shall govern. Information supplied in another language without proper translation shall be rejected.

Rates/ Price

- The Bidder shall indicate the rates/prices in Indian Rupees only (INR).

- Rates quoted should be for a period of one year and should be for providing all AMC/FMS on site pertaining to ICT Infrastructure of the "SITE". The rates quoted should be inclusive of all taxes except Service Tax, which will be paid extra as applicable.
- Unit and total prices of services offered should be quoted with breakup of all taxes and duties, and all other cost incidental thereto.
- Prices quoted by the Bidder shall be fixed. Bid/ tender submitted with adjustable price quotations will be rejected.
- The bidders are advised to survey all the inventory of IT infrastructure before quoting rates.
- The Bidders shall quote item wise price for the AMC of the said hardware with all taxes and duties. ICAI will not be required to pay and /or reimburse anything over and above the price quoted except service tax, which will be payable as per the rate prevailing at the time of payment. However, the order will be given to only one party and will not be bifurcated.
- The above rates/prices should include freight/ transportation charges, if any.
- The prices shall remain FIRM till completion of the AMC/FMS period for which the contract is awarded.

Bid Security /EMD

- The Bidder shall furnish, as part of the Bid/tender, a bid security (i.e. Earnest Money Deposit) for the amount of **₹ 200,000/- INR(₹ Two Lac only) in the form of a demand draft issued by a Nationalised Bank, valid for a period of six months, in favour of the Secretary, ICAI, payable at Delhi**.
- Unsuccessful Bidder's bid security will be discharged or returned within thirty (30) days after the expiration of the period of Bid validity.
- The successful bidder's bid security will be discharged upon the bidder furnishing the performance Guarantee.
- Proposals not accompanied by EMD shall be rejected as nonresponsive.
- No interest shall be payable for the sum deposited as earnest money deposit.

The Bid security may be forfeited either in full or in part, at the discretion of ICAI on account of one or more of the following reasons:

- The Bidder withdraws his/its Bid during the period of Bid validity.
- If the Bid is varied or modified in a manner not acceptable to ICAI after opening of Bid/tender during the validity period or any extension thereof.
- If the bidder tries to influence the evaluation process.
- Bidder does not respond to requests for clarification of their Bid/tender.
- Bidder fails to co-operate in the Bid/tender evaluation process, and.
- In case of a successful bidder, the said bidder fails:
    - To sign the Agreement in time; or
    - To furnish performance Guarantee

Period of Validity of Bid

- Bid shall remain valid for a period of 90 days from the due date of bid/tender submission. Any Bid/tender valid for a shorter period shall be rejected as non-responsive.
- In exceptional circumstances, ICAI may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder granting the request is neither required nor permitted to modify the Bid/tender.

Examination and Evaluation of Bid/tenders

- Bid/tenders without a valid EMD in the prescribed format will be rejected.
- Bid/tenders without a valid power of Attorney/ Authorization for signing of Bid/tender will be rejected.
- Vague, conditional, incomplete and late tenders shall be out rightly rejected.
- Bid/tenders not meeting eligibility requirements as specified will be rejected.
- Only those Bid/tenders meeting eligibility requirements as per specification in bid/tender will be further evaluated.
- ICAI may ask Bidder(s) for additional information, visit to Bidder's site and/ or arrange discussions with their professional, technical faculties to verify claims made in technical Bid/tender documentation.
- ICAI shall have the right to assess the competencies and capabilities of the Bidder by going through the credentials given in the Technical Bid and on the basis of such credentials, ICAI may reject the candidature of the Bidder without assigning any reason. In such case(s), the Financial Bid shall not be opened for that particular Bidder. The Financial Bid of only those parties who qualify in the technical scrutiny shall be opened.
- The Financial Bid will be strictly as per the prescribed format. Only the price quoted in the Financial Bid will be considered. Any conditions/terms inserted in the Financial Bid will be ignored.
- If there is a discrepancy between the unit price & the total price, the unit price shall prevail and ICAI shall correct the total price. If there is a discrepancy between words & figures, the amount in words shall prevail.
- From the time the Bid is opened to the time the Contract is awarded, the Bidders should not contact ICAI on any matter related to its Qualification, Technical and/ or Financial proposal.
- Any attempt at negotiation direct or indirect on the part of a bidder with the authority to whom he has submitted the tender or the authority who is competent finally to accept it after he has submitted his tender or any endeavor to secure any interest for an actual or prospective bidder or to influence by any means the acceptance of a particular tender will render the tender liable to exclusion from consideration. Any effort by bidders to influence ICAI in the examination, evaluation, ranking of proposals, and recommendation for award of Contract may result in the rejection of the bid.

Clarification of Bids

- To assist the examination, evaluation, assessment and comparison of the submitted bids, Technical Evaluation Committee may ask the bidder for clarification of its bids. The request for clarification shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

Taxes and Duties

Bidder awarded the tender shall be responsible for all taxes, duties, license, fees etc. incurred until completion of the contracted services to ICAI. No tax or duty shall be payable by ICAI except service/value added tax.

Performance Security

The successful bidder i.e. Service Provider shall, within 7 days of receipt of Letter of Intent or within such extended time as may be advised, shall submit a Bank Guarantee for 10% of the contract value having validity of 15 months as performance security. In case of extension of maintenance contract, the Service Provider shall submit a fresh Bank Guarantee for the Contract value covering the extended period of Maintenance Contract. On furnishing the Bank Guarantee, the EMD of the successful bidder shall be returned.

- The performance security shall be invoked by ICAI to make the loss good caused to it due to vendor's failure to complete its obligations under this bid/tender/contract to be entered into between ICAI and the vendor.
- The performance security shall be discharged by ICAI and returned to the vendor within 30 days from the date of final certificate certifying the fulfillment of the performance/ obligations under the contract.
- The vendor shall furnish amended/modified Performance Security, if required, within 15 days of notification.

Award of Contract

ICAI will award the contract to successful Bidder whose bid/tender has been determined to be responsive and has been determined to be most competitive, provided further that the Bidder is determined to be qualified to perform the project satisfactorily. **ICAI, however, does not bind itself to accept the lowest or any bid/tender and reserves the right to accept any bid/tender wholly or in part.**

- Prior to expiration of the period of Bid /tender validity, ICAI will notify the successful bidder in writing that its Bid/tender had been accepted by issuance of Letter of Intent (LOI).
- Within 7 (Seven) days of receipt of such intimation, the successful Bidder shall give its acceptance to ICAI.
- Within 7 (Seven) days of receipt of such intimation, the successful Bidder shall submit performance Guarantee to ICAI.

ICAI's Right to Vary Quantities, Quantum/Scope of Work

- ICAI reserves the right to increase or decrease, on need basis, the requirements and duration of services originally specified in the tender document at the time of award or subsequently during execution of the project.
- ICAI shall have the right to increase the Quantum/Scope of Work up to 25% of the total requirement or decrease up to 100% without any change in the unit price or other terms and conditions at the time of award of contract or during the operation of contract.
- In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued services from the existing AMC/FMS vendor, ICAI reserves the right to place repeat order up to 50% of the quantities of goods and services contained in the running tender/contract within a period of twelve months from the earliest date of letter of intent at the same rate or a rate negotiated (downwardly) for the additional sites with the existing vendor considering the responsibility of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

Disqualification /Annulment of Contract

ICAI may, at its sole discretion, at any time during the tender process, disqualify any bidder from the process, if:

- The Bidder has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- The Bidder has exhibited a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation, or financial failures, etc.
- The bid /tender is not accompanied by required documentation. The Bidder failed to provide clarifications related thereto, when sought.
- Information which would have entitled ICAI to reject or disqualify the bid/tender becomes known after the Bidder has been qualified; ICAI reserves the right to reject the Bid at that time or at any time after such information becomes known.
- The Bidder is found to canvass, influence or attempt to influence in any manner the qualification or selection process.
- ICAI reserves the right to blacklist a bidder for a suitable period in case he/it fails to honor his bid without sufficient grounds.
- Failure of the successful bidder to comply with the requirements of any or all Clause(s) as mentioned in the Tender Document shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event ICAI may make the award to any other bidder at the discretion of ICAI or call for new bids.
- While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents.

Non- compliance of any one of the following clauses shall result in outright rejection of the bid.

a. The bids will be recorded/returned unopened if covers are not properly sealed with **SEAL** of the bidder.

b. The bids will be rejected at opening stage if Bid security is not submitted and bid validity is less than the period prescribed and mentioned herein.

c. If the eligibility condition as prescribed is not met and /or documents prescribed to establish the eligibility are not enclosed, the bids will be rejected without further evaluation.

d. If clause-by-clause compliance and deviation Statements are not given; the bid will be rejected at the stage of primary evaluation. In case of no deviations, a statement to that effect must be given.

e. In case, it is found that AMC services have been subcontracted to any other firm/company etc. ICAI reserves the right to annul the bid/contract with the forfeiture of Performance Security/ Guarantee.

f. Compliance, if given, using ambiguous words like "Noted", "Understood" ,"Noted", & "Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.

g. Prices are not filled in as prescribed in price schedule/ Financial Bid

h. Discount, if any offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account.

- The bidder should give a certificate that none of his/her near relative is working in ICAI or any other attached/ affiliated offices of the ICAI. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-official part time Directors appointed by Government of India or the Governor of the State. Due to any breach of these conditions by the company or firm or any other person, the bid will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and ICAI will not pay any damage to the company or firm or the concerned Person. The company or firm or the person will also be debarred for further participation in ICAI Tender Process.

Inspection & Tests

The ICAI's representatives shall have the right to inspect the prospective bidders' facility at his/its premises.

FMS/AMC charges and Payments

- The FMS/AMC charges shall be paid by ICAI on Quarterly basis at the end of each three monthly period from the beginning of AMC. The Quarterly payment will be made after deducting Liquidated Damages, if any, based on the fault clearance reports. The extracts of the corrective/ preventive maintenance records as per Annexure-XI shall be appended to the bills by the bidder as a proof of satisfactory performance of the contract.

- This price is total composite inclusive of all levies and taxes, packing, forwarding fright, insurance and incidental charges etc. TDS shall be deducted before actual payment.
- The advantage of reduction in tax/duty would be passed on to ICAI and no benefit of increase in tax will be permitted to the contractor if there is any increase in tax/ duty.

Reports

Bidder shall submit following reports:-

- 'No Fault Pending Report for the Six months" duly signed by System Administrator ICAI.
- "Fault Details/Fault Response Details for the Six month" duly signed by System Administrator, ICAI.
- "Six monthly PM Report" at the end of each six months.

Warranty for Supplied Hardware System, Software System & Application

The Bidder will provide comprehensive onsite warranty for any items supplied/replaced as part of the AMC for period the of three years from the date of acceptance free of any charges. The Principal Manufacturer will provide a certificate of warranty for three years in the name of the ICAI.

- The successful Bidder shall warrant to ICAI that the items supplied/replaced as part of the AMC Contract shall be of the most suitable grade and fit for the intended purpose.
- They shall be free from all defects and faults in design and consistent with established and generally accepted standards and in full conformity with the requirement specifications.
- The successful Bidder shall warrant further that the services to be carried out under this contract shall conform to generally acceptable professional standards, norms and **ICAI's p**ractices**.**
- If during the period of warranty any component of the supplied hardware is found defective, and which failed in test or in operation, the same shall be rectified or replaced by the Bidder free of cost.
- Any approval or acceptance by ICAI of the supplied hardware items shall not in any way limit the liability of successful Bidder of his/its responsibility.
- ICAI shall promptly notify the successful Bidder of any defect and claim arising under this warranty. Such notice shall be valid during the period of warranty and up to 60 days after the date of expiry of the period.
- Upon receipt of such notice, the successful Bidder shall promptly and satisfactorily rectify or replace the defective portion/part of the supplied hardware.
- The liability of successful Bidder in respect of such claims against warranty shall be limited to rectification or replacement of the concerned component of the hardware, inclusive of all charges for such rectification and replacement. Such rectification or replacement shall be warranted for the same period as mentioned above.
- In the event of an emergency where delay in rectification would cause serious loss or damage, if successful Bidder fails to remedy the defects in accordance with the contract

within a reasonable time, ICAI may proceed to take such remedial action as may be necessary at the risk & cost of the successful Bidder.

- The successful Bidder shall prove and establish the performance of the system as specified by testing, should he be unable to do so in the first instance, he shall be given an opportunity to rectify the defects and the performance shall be repeated within a specified time. Should the performance of the system still not be up to mark, ICAI shall recover from successful Bidder suitable amounts towards the performance deficiencies or reject the system in case the deficiency is beyond the specified limit.

Use of Bid/tender Documents and Information

- All project related documents issued by ICAI shall remain the property of ICAI and originals and all copies shall be returned to ICAI on completion of the Vendor's performance, if so required by ICAI.
- The vendor shall not, without prior written consent of ICAI, make use of any document or information made available for the project except for purposes of performing the job.

Acceptance Testing

Acceptance Test (AT) for any hardware /software component supplied/replaced as part of the overall AMC/FMS contract shall be conducted by ICAI/any appointed third party after the same is offered by the successful Bidder for acceptance. The tests to be carried out, test procedure, test equipment and tools, and expected test results are to be provided by the successful Bidder to meet all the specified parameters/ service requirements. The Test procedures / Test results shall be approved by ICAI/ any appointed third part. Acceptance will be given subject to satisfactory performance.

The terms "acceptance test" imply running of supplied material for 24 hours daily for seven days including 72 hours continuous running of system. If the hardware/software component supplied/replaced as part of the overall AMC/FMS contract fails in acceptance test, the same shall be liable to be rejected. During the acceptance test, replacement of cards/devices shall not be permitted.

Sub Contracts

The Bidder shall not be allowed to subcontract the AMC/FMS contract to any other firm/company and shall be solely responsible for carrying all the technical requirements of the contract itself. However, support of OEM may be taken at any time.

Set-Off

Any sum of money due and payable to bidder (including security deposit refundable to it/ him) under this contract may be appropriated by ICAI and set off against any claim of ICAI for payment of a sum of money arising out of this contract or under any other contract made by bidder with ICAI.

Books & Records

Vendor shall maintain adequate books and records/reports in connection with Contract and shall make them available for inspection and audit by ICAI/ any appointed third party until expiry of the contract, including any extension time. Vendor shall also maintain a downtime logbook to record downtime of the hardware server/Facility services if any and the resolution time taken to restore the system back to full operational normalcy at 100%. The format of the registers/logbooks would be finalized in consultation with ICAI.

Notice

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 no less than 15 days' in advance. The notices and communications sent in such manner shall, unless the contrary is proven, be deemed to have been duly received on the date of personal delivery, two business days following delivery upon confirmation of transmission by the sender's facsimile machine or electronic mail device or ten business days following mailing by registered or certified mail (return receipt requested postage prepaid).

The designated correspondence addresses of the Parties are:

For ICAI:

For Service Provider:

Force Majeure

That the obligations of the Service Provider shall be subject to 'Force Majeure'. For the purpose of this clause, `Force Majeure' means an event beyond the control of the Service Provider and not involving the service provider's 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 etc.

If a Force Majeure situation arises, the service provider shall promptly notify ICAI in writing of such conditions and the cause thereof. Unless otherwise directed by ICAI in writing, the service provider shall continue to perform its obligations under the Agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In case the performance of any obligations under the Arrangement is prevented or delayed beyond 15 days due to any Force Majeure event, the ICAI shall have the option to terminate the Agreement.

Indemnification

a) The Vendor shall indemnify ICAI and hold it harmless from all suits, actions, debts, accounts, costs, losses, and expenses of all kinds (including legal expenses and professional advisory service expenses) arising from or out of any adverse claims of any and all persons related to the execution of services.
b) Notwithstanding any of the other provisions contained in this Tender/Contract, the Bidder shall protect, defend, indemnify and hold harmless, ICAI and its employees, officers, directors, agents, or representatives from and against any liabilities, damages, fines, penalties and costs(including legal costs and disbursement) arising from 'or' relating to:

- Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, or regulator.
- Any claim made by third parties arising out of use of the services of ICAI being provided using the equipment supplied under the Tender.
- Claims arising in connection with interruptions 'or' degradation of services to ICAI stakeholders 'or' to other service providers whatsoever shall be the cause 'or' duration thereof; and
- Any claim that the equipment/services/or any value addition component offered and supplied by the bidder in this tender, infringe any patent, trademarks or copyright of any third party.

(c). Properties and Facilities: The bidder shall assume full responsibility and liability for the maintenance and operation of its properties and facilities and shall indemnify and hold ICAI harmless from all liability and expense on account of any and all damages, claims or actions, including injury to and death of persons, arising from any act, accident or omission in connection with or arising out of the installation, presence, maintenance and operation of properties and facilities.

(d). Control and possession: The bidder shall be deemed to be in control and possession of the equipment necessary for the proper and normal operation of the System.

(e).The bidder shall furnish on unequivocal, unqualified and irrecoverable undertaking along with the Bid Document to the effect that; During the Bidding process 'or' during the course of execution of the Contract 'or' at any stage thereafter, if it is found that the Bidder has fraudulently misrepresented any of the facts about the product/services etc being offered under the Tender/Contract, the Purchaser (ICAI) shall be free to claim a sum equivalent to damage as assessed by it subject to a maximum of the Value of the Tendered services from the Bidder for such misrepresentation. The Bidder shall immediately on being told by ICAI pay such sum of money to ICAI. Quantum of damages under this clause assessed and levied by the Purchaser(ICAI) shall be final and not challengeable by the Bidder /Vendor.

Liquidated damages

If during the contract period, following problems are found, a Liquidated damages @ Rs.500 /- per day on each default and maximum up to 1 % of the total Contract value shall be imposed on the Service Provider by the ICAI:

For each failure of preventive maintenance

(ii) For delay in attending the calls of corrective maintenance (from the date of lodging complaint) (iii) for not providing standby system. (iv) If the standby machine is not replaced by original machine as and where required

Note: i. the liquidated damages as per Clause would be deducted from the AMC payment due of other computers, related equipments and other peripherals. ii. If applicable, more than one liquidated damage clauses will be applied. iii. If the firm/contractor requires an extension of time for completing the repair/job for corrective maintenance without deduction of liquidated damages due to reasons beyond their control, the firm/contractor shall apply for extension in writing within stipulated time.

Term

The Contract shall be initially valid for a period of one (1) year from the date hereof. If the parties, so desire, the period of the contract may be extended further on mutually agreed terms.

Termination

Either party has the right to terminate the contract by giving **one month prior written notice** of termination to the other without assigning any reason.
The ICAI may, by giving 15 days advance written notice to the Service Provider, terminate the contract for the following -

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

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

Arbitration

In case any dispute arises between the parties in relation to or in connection with any of the terms and conditions of tender or the contract arising there under, in the first instance, the parties shall try to resolve the dispute amicably, failing which the dispute

shall be referred to arbitration. Each party shall nominate one arbitrator and the two nominated arbitrators shall nominate a Presiding Officer. In case of difference of opinion between the two arbitrators, the matter shall be referred to the Presiding Officer for resolution. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings shall be held at Delhi and the language of the arbitration 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 arbitrators shall be shared equally by the parties.

Jurisdiction

Subject to the arbitration Agreement contained herein, any dispute between the parties arising out of this Agreement shall be subject to the jurisdiction of the Courts at New Delhi only.

Intellectual Property Rights

- Prior to the commencement of each project at different locations of ICAI, **VENDOR** shall specify the ownership held by **VENDOR** or any third party of the material used or to be used in the Deliverables and services. **VENDOR** grants ICAI right to use over such rights to the extent they are incorporated in the Deliverables and services.
- All rights, title and interest to all copyrights, parents and other intellectual property rights of whatsoever nature in or related to any work done by **VENDOR** under this Arrangement, including but not limited to Deliverables, services and associated Documentation, shall be vested in and be the exclusive property of **VENDOR**. Vendor grants to ICAI an irrevocable, non-exclusive, worldwide, royalty free, transferable license to use, copy, modify and develop the same for internal purposes.

SECTION VI

SPECIAL CONDITIONS OF CONTRACT

Terms of reference

- Any supplied hardware as part of the AMC/FMS contract, should allow the use of existing hardware in the ICAI and should be compatible and work seamlessly with the existing network and ICT infrastructure installed and available at the ICAI.
- The Selected Bidder shall provide the necessary and requisite consultation and guidance for procurement of any necessary hardware, third party software/ application if required for smooth operation of the existing ICT infrastructure.
- The bidder should have the capability to handle AMC/FMS for all brands and types of hardware and peripherals deployed in the ICAI(Site) as well as any other related and associated component of the entire IT infrastructure at ICAI. An indicative list is enclosed, which is not exhaustive. Bidder should physically inspect the existing IT infrastructure at ICAI premises including routers, switches, servers, cables, LAN etc and quote to cover all LAN components installed.
- The bidder shall have to prepare and submit thereon a list of all installed components of the IT infrastructure with detailed configuration, make and model which are being taken in for AMC/FMS before the start of the AMC/FMS period, to the System Administrator, ICAI immediately after award of the AMC contract.
- The items listed in the annexure and their respective quantities are approximate and may vary both in terms of quantity and other aspects and for which no additional compensation shall be paid.
- The contractor shall ensure that no theft, pilferage, damage or any such similar act is committed or omitted with regard to properties and assets of the ICAI.
- The vendor will, prior to commencement of the operation of contract, make available to ICAI the particulars of all the employees who will be deployed on the maintenance work at ICAI; such particulars should include date of birth, permanent address, medical fitness certificate and Police verification report.
- ICAI is not bound to provide any mode of transport in respect of men or material required by the contractor for executing the AMC/FMS.
- The successful bidder will be responsible for providing consultation and all necessary guidance for supply, installation and commissioning of any new hardware equipment at the location defined by ICAI. This includes Servers, Network Devices and anything not mentioned herein but goes into the associated infrastructure for complete IT & GO-LIVE of a hardware server environment.
- All components of any software application(s) if used for the AMC execution should be scalable and modular.

Besides these,

- The bidder shall upgrade the device drivers, firmware(s) and any other supporting software to their new releases and versions on regular basis.
- The bidder shall monitor system performance and capacity.
- The bidder shall process ad-hoc requests for queries and reports.
- The bidder shall perform change management and quality assurance.

The bidder shall update system documentation to reflect changes.

SECTION VII

TECHNICAL BID

1. Name and complete address of the Bidding Company.
2. Telephone/ Fax/ E-mail/Mobile No. of the bidding Company.
3. Contact person's name, official designation, official telephone No., mobile No., official Mail ID etc.
4. Details of registered office, if any, along with contact person's name and telephone no.
5. Legal status i.e. public/private limited/ any other along with documentary evidence.
6. Composition of Directors/ Partners etc.
7. Income- Tax registration no along with documentary evidence.
8. a) Sales Tax registration no along with documentary evidence.
   b) Please also specify, if you are registered with appropriate Authority under Works Contract Act, 1999. (Please provide details).
9. list of existing clients to whom AMC/ FMS services of similar kind and nature have been provided in last 1 year, with details of company, value of business, concerned person name & his telephone no. (please attach full details)
10. a) List of existing installations being maintained as per following:
    Name of the Company/ Type of Hardware being maintained/ No. / Last year's turn over.

    b) Please indicate the hardware principals & brands you represents and your level of association.
11. Please indicate in full the following details:
    a) Manpower available – Technical & Non-technical
    b) Collaborations for spares. Please indicate the quantum of inventories you maintain for spares and consumables and Lead- time for obtaining spares from open market.
    c) Turnover of the company for last 3 financial years (Please attach supporting documents)
    d) Escalation matrix for lodging the complaint during the warranty.
12. Bid Letter Form.
13. Power of Attorney/ Authorization from Competent Authority of the bidder's organization for signing the bid.
14. Organizational, Financial, and Technical capabilities as per" Technical Detail Form- Annexure III".
15. Bid Documents duly signed in Original (with photocopies in Copy 1& Copy 2) on all pages.
16. Clause by clause Compliance statement for all clauses/ sections (including all Annexure) and Deviation statement as applicable.
17. Copy of certificate of registration of the firm.
18. Copy of PAN.
19. Copy of the company profile along with AoA, MoA & Certificate of Incorporation.
20. Documentary evidence of qualification criteria as mentioned in this document.
21. Any additional information as asked for by ICAI.
22. Any other documents for strengthening the proposal.

23. ISO certification
24. CMII Level 3 Certification.

Date: **Name and Signature of Bidder**

(With Corporate Seal and Mobile No.)

ANNEXURE-1

LIST OF ITEMS TO BE COVERED UNDER AMC /FMS

ICAI INVENTORY.zip. To get the details send an email at amcfms@icai.in

ANNEXURE-ITT

LIST OF ITEMS TO BE COVERED UNDER AMC on Call Basis only. To get the details send an email at amcfms@icai.in

(A) Inventory report of Vishwas Nagar ITT_itt2.XLS

(B) Inventory of itt gazipur_itt1.DOC

(C) INVENTORY DETAILS OF ROHINI CENTRE ICAI_itt3.XLS

- **Note:**
  i. The aforementioned list is not exhaustive.
  ii. ICAI may at its discretion add or remove any item (s) during the AMC/FMS.
  iii. Any other items not mentioned herein but forming a part of any IT setup shall also be included.

ANNEXURE-II

BID LETTER FORM

From

(Registered name and address of the Bidder)

To ,

Head-IT Directorate,

The Institute of Chartered Accountants of India.

Subject: Submission of Bid

Sir,

With reference to your notification inviting tender for "Facility Management & Comprehensive Annual Maintenance Contract of IT infrastructure at ICAI Site " and having examined the Bidding documents, we the undersigned, offer to provide the said including all additional services associated thereto, also called the 'Services'' as detailed in the Bidding document in response to your Notice Inviting Tender No……..dated……..

We are of the firm belief that we are competent to undertake this project.

The necessary documents in support of our application are enclosed.

We undertake to:

1. Maintain validity of the Bid for a period of 90 days from due date of Bid/ tender submission as specified in the Tender document, which shall remain binding upon us and may be accepted at any time before the expiration of that period.
2. Execute all contractual documents and provide all securities & guarantees as required in the bid/ tender document (and as amended from time to time).
3. Until a formal contract is prepared and executed, this bid/tender together with your written acceptance thereof and your notification of award shall constitute a binding contract on us.
4. In case, we withdraw/revoke our bid or otherwise influence the bidding process or fail to provide Performance Security or execute the formal Agreement within stipulated time, ICAI shall be at liberty to forfeit our Earnest Money Deposit.

Dated this _____ days of _____

Signature

……

(In the capacity of)

Duly authorized to sign bid/ tender for and on behalf of

Witness:

(Signatures with name and designation)

Address:

- **(Format for covering letter to be submitted on printed letterhead of the firm and duly singed by an authorized signatory)**

Enclosed List of documents (may be given separately)

Page No.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____

ANNEXURE-III

TECHNICAL DETAILS FORM

a) Name of the Agency:
b) Incorporated as _____ in year _____ _____at _____(State Registered Firm, Co-operative Society or Partnership Firm)
c) Whether any Legal Arbitration/ proceeding are instituted against the Agency or the Agency has lodged any claim in connection with works carried out by them. If yes please give detail.
d) Whether the agency complies with the requirement of Registration under the Contract Labor (Regulation and Abolition) Act, 1970:
e) Agency profile(*) with address
Name of the top executive with designation:
Telephone Number:
Mobile:
E-mail:
Service Tax Number:
PAN:
Office Strength: Technical_____ Nos. Administrative_____
f) Name of the officer authorized to submit the bid/tender:

Contact phone number: Mobile: Landline:

g) Turnover: (In Rs. Crores)

2011-12	2012-13	2013-14	**Total Turnover**

h) Please specify three instances of providing AMC/FMS similar nature and type against work Order (WO) /Contract, each of value more than Rs. Fifty Lakhs (50,00,000/- INR) successfully completed during last three years. Information may be submitted in the following format. Please attach separate sheet for each AMC/FMS service provided and submit unambiguous work orders & satisfactory completion certificates from the clients.

S. No.	Caption	Details
1	Name of the Client with address	
2	AMC contract Award Date-MM/YY	
3	AMC contract Completion Date- MM/YY	
4	Total cost (In Rs. Lakhs)	
5	Name of the Client's Contact person with phone	

i) Payment details:

Particulars	Amount (Rs.)	Draft No	Date	Bank	Branch
Bid/tender Fee					

EMD					

Dated this ---------- day of _____

Signature

(In the capacity of) Duly authorized to sign bid/tender for and on behalf of

ANNEXURE-IV

ACCEPTANCE CERTIFICATE

I……..(Designation)……..of (Name of the Company)

…….. hereby accept the Terms & Conditions as mentioned in the Tender bearing No…….dated ____ ____2015 for "Tender for Facility Management & Comprehensive Annual Maintenance Contract for ICAI Site.

Signature of Bidder:

Name of Bidder:

(With Corporate Seal and Mobile NO.)

ANNEXURE-V

BANK GUARANTEE FOR PERFORMANCE OF CONTRACT

Bank Guarantee No. ……. Date: - 2015

Secretary

The Institute of Chartered Accountants of India

Indraprastha Marg

New Delhi – 11002

In consideration of THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA, having its Head Office at 'ICAI Bhawan', P.O. Box No. 7100, Indraprastha Marg, New Delhi – 110002, (HEREINAFTER referred to as 'ICAI', which expression shall, wherever the context so admits, mean and include its successors, assignees) having entered into an Agreement dated _____ with M/s. _____, (HEREINAFTER referred to as "Service Provider", which expression shall, wherever the context so admits, mean and include its partners, successors, representatives, assignees, executors, administrators) for Facility Management Services and Comprehensive Annual Maintenance of LAN & ICT Infrastructure at ICAI Head Office and its Regional Offices (Hereinafter referred to as "Contract") and under the terms and conditions of the TENDER number: _____ dated (Hereinafter referred to as "TENDER"), and the Service Provider having agreed to provide a Guarantee to the ICAI for performance of the contract in the form of Bank Guarantee, We _____, (Bank) having its Registered Office at _____ and acting through its branch office at _____

(hereinafter called "the Bank") hereby unconditionally and irrevocably guarantee and undertake to indemnify and keep indemnified the ICAI to the extent of Rs._____/-__ (Rupees _____ only) at any time against any loss, damage, costs, charges and expenses including due to faulty design, faulty materials, bad workmanship and interrupted services caused to or suffered by or that may be caused to or suffered by the ICAI on its mere written demand and without any demur, reservations, recourse, contest or protest and without any reference to the Service Provider to the extent aforesaid.

We the Bank further agree that ICAI shall be the sole judge of and as to whether Service Provider has committed any breach or breaches of any of the terms and conditions of the contract and the extent of loss, damage, costs and expenses caused to or suffered by ICAI on account thereof and the decision of the ICAI that the said Service Provider has committed such breach or breaches as to the amount or amounts of loss, damages, costs, charges and expenses including due to faulty design, faulty materials, bad workmanship and interrupted services caused to or suffered by or that may be caused to or suffered by ICAI shall be final and binding on us

notwithstanding any difference between the ICAI and the Service Provider or any dispute pending before any court, tribunal or any other authority.

We the Bank further agree that no change or addition to or modification of the terms of the TENDER or of the contract to be performed thereunder or of any of the tender documents which may be made between ICAI and the Service Provider shall in any way release the Bank from any liability under this Guarantee, and we hereby waive notice of any such change, addition or modification.

We further agree that the ICAI shall have the right to invoke a claim up to the last date of the validity of this Bank Guarantee and that the ICAI shall remain the sole judge of the validity and amount of the claim and the Bank agrees not to contest any claim.

We further agree that the right of the ICAI to make a claim shall not be vitiated by any dispute raised or pending with any Statutory Authority, arbitrator, tribunal or any other body or person.

It is agreed that the ICAI's claim shall remain valid even if the ICAI has not issued a prior notice or has not proceeded against the Service Provider before making such claim.

This guarantee shall not be discharged due to the change in the constitution of the Bank or the Service Provider.

This Guarantee is confirmed and irrevocable and shall remain valid upto and including _____ and shall remain valid upto such extended period which may be mutually agreed to.

Unless a demand or claim under this Guarantee is made on the Bank in writing on or before _____ the Bank shall be discharged from all liability under this Guarantee.

Date the ……day of ……2015

For and on behalf of the Bank

…… ……

Signature Date

……

Name

ANNEXURE-VI

FORM- Information to be provided by the company /Firm(s)

Sl. No.	Particulars	Information
1.	Name and address of the Bidder Firm	
2.	Name of the Bidder Firm if different from (1) If Bidder Firm (2) is Bidding then copies of authorization Certificates From Parent Firm to be provided	
3.	Year of Incorporation of Bidder Firm.	
4.	Income tax, sales tax, VAT registrations	
5.	Cities where offices are located	
6.	Cities where development and support centers are located	
7.	Do you have a rating from appropriate agencies for your services?	
8.	Turnover of the Bidder Firm in last 3 years	
9.	Evidence of registration with relevant authorities	
10.	What differentiates you from other service providers	

Signature

Name of the Authorized Signatory:_____

Designation:_____

Name of the Firm:_____

Place:_____

Date:_____

ANNEXURE –VII

UNDERTAKING

We understand that if the details provided herein are found untenable or unsubstantiated. Our Bid is liable to be rejected with out any reference to us.

We further clearly understand that the "ICAI" in not obliged to inform us of the reason of rejection of our bid/tender.

The decision taken by the Competent Authority will be final and binding on all Bidders.

I hereby declare that our company has not been debarred/black listed by any Government /semi Government organizations. I further certify that I am the competent authority in my company authorized to make this declaration.

(Authorized Signatory) (Seal of the Company)

*****Format for undertaking to be submitted on printed letterhead of the firm and signed by an authorized signatory.**

ANNEXURE-VIII

MUTUAL NON –DISCLOSURE AGREEMENT

This Agreement is made on this the ___ day of _____2015 at New Delhi

BETWEEN

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA, a statutory body set up under the Chartered Accountants Act, 1949, having its Head Office at 'ICAI Bhawan', P.O. Box No. 7100, Indraprastha Marg, New Delhi – 110002, represented by its authorized officer _____, (HEREINAFTER referred to as 'ICAI') which expression shall, wherever the context so admits, mean and include its successors, assignees, etc. of the ONE PART;

AND

M/s …… (Bidder), a company incorporated and registered under the companies Act. 1956 having its registered office at……. (HEREINAFTER referred to as the "Bidder") which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns of the OTHER PART.

In order to pursue the mutual business purpose specified in Exhibit A (the "Business Purpose"),ICAI and Bidder recognize that there is a need to disclose to one another certain confidential information of each party to be used only for the Business purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of one party's disclosure of such information to the other party, each party agrees as follows:

1. This Agreement will apply to all confidential and proprietary information disclosed by one party to the other party including information listed in Exhibit A and other information which the disclosing party identifies in writing as confidential before or within thirty days after disclosure to the receiving party ("Confidential Information").
2. Each party agrees(i) to hold the other party's Confidential Information in strict confidence, (ii)not to disclose such Confidential Information to any third parties, and (iii) not to use any Confidential Information for any purpose except for the Business Purpose. Each party may disclose the other party's Confidential Information to its responsible employees with a bona fide need to know, but only to the extent necessary to carry out the Business Purpose. Each party agrees to instruct all such employees not to disclose such Confidential Information to third parties, including consultants, without the prior written permission of the disclosing party.
3. Confidential information will not include information which:
    i. Is now or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available to the public.
    ii. Was acquired by the receiving party before receiving such information from the disclosing party and without restriction as to use or disclosure.
    iii. Is hereafter rightfully furnished to the receiving party by a third party, without restriction as to use or disclosure.

iv. Is information which the receiving party can document was independently developed by the receiving party.
v. Is required to be disclosed pursuant to law, provided the receiving party uses reasonable efforts to give the disclosing party reasonable notice of such required disclosure; or
vi. Is disclosed with the prior written consent of the disclosing party.

4. Each party agrees not to remove any of the other party's Confidential Information from the premises of the disclosing party without the disclosing party's prior written approval. Each party agrees to exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the disclosing party' prior written approval from the disclosing party's premises. Each party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal such as conditions that the removed Confidential Information and all copies must be returned by a certain date and that no copies are to be made of such removed confidential information.

5. Upon the disclosing party's request, the receiving party will promptly return to the disclosing party all tangible items containing or consisting of the disclosing party's Confidential Information and all copies thereof.

6. Each party recognizes and agrees that nothing contained in this Agreement will be construed as granting any rights to the receiving party, by license or otherwise to any of the disclosing party's Confidential Information except as specified in this Agreement.

7.Each Party acknowledges that all of the disclosing party's confidential Information is owned solely by the disclosing party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

8. This Agreement will be construed, interpreted, and applied in accordance with the laws of India. Subject to terms and conditions regarding the removal of Confidential Information as set forth under Clause 4, this Agreement and Exhibit Attached hereto are the complete and exclusive statement regarding the subject matter of this Agreement and supersede all prior agreements, understandings and communications, oral or written, between the parties regarding the subject matter of this Agreement.

9. This Agreement will remain in effect for three years from the date of the last disclosure of Confidential Information, at which time it will terminate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

Bidder Company Name		ICAI	

Signature		Signature	
Printed Name		Printed Name	
Title		Title	
Seal		Seal	

Exhibit A

1. Business Purpose:

To carry out Annual Maintenance and Facility Management Services of LAN & ICT Infrastructure at ICAI Head Office and its Regional Offices

(Reference: Tender No……..)

2. Confidential Information of Bidder

3. Confidential Information of Institute of Chartered Accountants of India (ICAI)

- The equipment details including the configurations.
- All information shared in oral or in written form by ICAI with Bidder

Bidder Company Name		ICAI	
Signature		Signature	
Printed Name		Printed Name	
Title		Title	
Seal		Seal	

ANNEXURE –IX

Contact Details of Resident Engineers

Contact details (name, address phone, fax, e-mail) of support Engineers are to be given below:

(To be filled in by the contractor)

Sl. No.	Name	Address	Phone	e-mail	Fax

ANNEXURE-X

FAULT ESCALATION MATRIX

Contact details (name, address, phone, fax, mobile, email) for L1, L2 &L3 escalation support personnel are to be given below:

(To be filled by the bidder)

Sl. No.	Level	Name	Address	Phone	e-mail	Fax
	L1					
	L2					
	L3					

ANNEXURE-XI

LOG BOOK FOR CORRECTIVE MAINTENANCE

(AMC/FMS OF Infrastructure Equipments)

Period: Form_____ to _____

IN CHARGE Name:

Designation:

(A) Details of Fault during period: Following are the details of faults and fault responses, observed during the above mentioned period.

Sl. No.	Docket No.	Problem Description	Effect on Service (No/ Major/ Minor/	Date Time of Fault reporting by ICAI		Attended fault on Date & Time by Bidders Engineer	Completion of fault rectification Date & Time	Total Time taken for Fault rectification	Call status (Pending)	Solution provided	Remarks.

(B) The number of repeat faults attended for the same equipment/ same site.

(C) It is also certified that No Faults are pending against these equipments at the end of above mentioned period.

(Cross if any fault is pending)

Signature

Vendor's Representative

Name:

Locating:

Date:

Signature

System Administrator, ICAI

Name:

Location:

Date:

ANNEXURE-XII

EXPERIENCE CERTIFICATE

This is to certify that M/s…….. …….has executed the works related to

…… ……..and ……. during the past three financial years as per the details given below.

Sl. No.	Year	Description of work carried out	Amount	Remarks

NOTE- Bidder should have successfully executed the AMC of Infrastructure equipments similar in kind, type and nature as listed in the ANNEXURE - I or any related and associated ICT hardware device/ component for at least three years in any PSB/PSU/Govt. Department/Govt. Ministries/ Statutory Bodies/ Autonomous Bodies/ Central Universities etc.

PART II

FINANCIAL BID

Rates Quoted should be exclusive of any additional charges and all taxes as applicable.

Sr. No	**Service Name**	**Annual Description (Detail**	**Annual Charges (A)**	**Service Tax (B)**	**Vat (C)**	**Extra Taxes (D)**	**Net Quote(INR) E=A+B+C+D**
1							
2							
3							

Terms & Conditions:-

- Once quoted, the Bidder shall not make any subsequent price changes. Such price changes shall render the bid/tender liable for rejection.
- Prices quoted should be for Site and should be inclusive of all charges.
- Prices quoted should be in Indian Rupees (INR).
- All taxes, VAT, freight charges, cartages should be calculated and quoted. The respective rates should also be stated.
- **The rate for ON CALL BASIS for ITT centers must also be included and appropriately marked for clarity. Else it may be assumed that the cost/commercials supplied are inclusive of the same.**

The above rates shall remain valid for a period of one year from the date of award of the contract.

Dated this_____ day of this_____ month of this_____ year

Signature of Bidder:

Name of Bidder:

(With Corporate Seal and Mobile No.)