



**THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA**  
(Set up by an Act of Parliament)

**Request for Proposal (RFP) on Quality & Cost Based Selection (QCBS)  
Mechanism for Association of National PR Agency**

**29<sup>th</sup> March, 2023**

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**NOTICE INVITING BID (NIB)**

## Notice Inviting Bid

ICAI invites sealed offers in two stage Quality & Cost Based Selection (QCBS) bidding systems i.e. Technical Bid and Financial Bid from reputed PR Agencies having experience in National PR, reputation tracking and management.

Nature of the work:

The Nature of the work shall be to carry out national and international brand building/communication strategy of ICAI and thus creating a real measurable impact on branding of ICAI through evidence-based, ideas driven and result oriented campaigns through out the globe.

1. Earnest Money Deposit (EMD): Rs. 4, 00,000/- (Rupees Four Lakh only)

2. Eligibility Criteria:

As specified in Section IV

3. A PR agency cannot be allowed to submit more than one Bid either individually or in a consortium. If so found, its proposal is liable to be rejected.

4. PR agency / Partners in consortium should have valid GST Number and meet other legal and obligatory requirements.

5. There is no fee for the RFP document.

6. The RFP document can be downloaded from the website [www.icai.org](http://www.icai.org)

7. Pre bid Meeting will be held on 3rd April,2023 (11 AM) Online at <https://icai-org.zoom.us/j/88136905444>

8. The last date for receipt of queries from interested PR agencies is up to April 18, 2023 by 2 p.m. The queries can be forwarded at [prc@icai.in](mailto:prc@icai.in) with full details of authorized representative of the agency. No communication other than the e-mail shall be entertained.

9. Any amendment/corrigendum/clarification to the RFP document shall be posted on [www.icai.org](http://www.icai.org)

10. The RFP document complete in all respect should reach the following:

Secretary  
Public Relations Committee  
ICAI Bhawan  
Post Box No.-7100, Indraprastha Marg  
New Delhi- 110 002  
Email: [prc@icai.in](mailto:prc@icai.in)

**Last date for submission of RFP – April 19, 2023; 2 p.m.**

11. The Technical Bid shall be opened at 2.45 p.m. on April 20, 2023 by duly authorized ICAI representatives. Dates of Presentation from eligible Agencies and date of opening of Financial Bid shall be informed through ICAI website [www.icai.org](http://www.icai.org).
12. The ICAI reserves the right to reject any or all the proposals or part thereof without assigning any reason thereof and to call for any other details or information from any of the agencies.
13. The ICAI shall not be liable for non-receipt of any proposal.

SECRETARY, ICAI

**SECTION- I**  
**INTRODUCTION ABOUT ICAI**

## **SECTION - I**

### **INTRODUCTION ABOUT ICAI**

The Institute of Chartered Accountants of India (ICAI) is a statutory body established under the Chartered Accountants Act, 1949 for the regulation of the profession of Chartered Accountancy in India. During its 75 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 is the second largest accounting body in the world.

ICAI has its Head Office at New Delhi with 5 Regional Offices at Mumbai, Chennai, Kanpur, Kolkata, New Delhi and 167 branches spread all over the country. In addition, it has also presence in 78 Global Cities in 47 Countries.

Currently over 7.84 lakh students are pursuing the Chartered Accountancy course and the total membership of ICAI is more than 3.67 lakh. Among the members in Government, industry, banks, financial institutions, private enterprises etc. a significant number of members occupy eminent positions in their respective organisations such as Chairman of regulatory bodies, Chairperson of banks and insurance companies, Chairperson & Managing Directors of reputed enterprises, Executive Directors of innumerable enterprises/organisations.

In order to appraise the developments taking place in the world of Accounting nationally and globally; the ICAI has a Public Relations Committee which acts as an interface between the outside world and formulations /approaches initiated by ICAI.

The ICAI is desirous of engaging a PR agency having the infrastructure to deal with various facets of national PR assignments for the Institute. The activities of ICAI would focus on highlighting the interactions with varied segments of society which inter alia include

- To increase ICAI's brand positioning from the present state.
- Advise the communication strategy that needs to be adopted by ICAI.
- Ways to increase ICAI visibility in the national media.
- Develop PR campaign conceptualization and execute its implementation.
- Identify relevant knowledge resource persons to help build brand ICAI
- Keep track of media presence in all verticals and send daily reports for necessary action

**SECTION II**  
**DEFINITIONS**



## **SECTION II**

### **DEFINITIONS**

#### Definitions

The following terms shall have meanings, in this document, as indicated:

1. ‘Agency’ means the firm/company in the business of undertaking National Public Relations activities, reputation tracking and management for organizations /Institutions.
2. “Bid” means the offer submitted by the bidder in response to this RFP.
3. “Bidder” or “Tenderer”: means the firm/company or group of firms/company (consortium with one firm/company acting as lead firm/company) offering the solution(s), services and / or materials required in the RFP.
4. “Bidding Agency” means the agency participating in the process of engagement in response to this RFP.
5. “Contract” means the Contract or Agreement to be entered into between the ICAI and successful bidder and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
6. “Contractor” means the successful agency entering into contract with ICAI.
7. “Contract Value” means the overall Rentals/costs over the specified period.
8. “GCC” means the General Conditions of Contract for Bidding.
9. “ICAI” or “Institute” shall mean The Institute of Chartered Accountants of India.
10. “Intellectual Property Right” also called “IPR” means any and all copyrights, moral rights, trademarks, patent, and other intellectual properties.
11. “ITB” shall mean Instructions to Bidders.

12. "Law" or "Legislation": shall mean any Act, notification, bye-laws, rules and regulations, directive, ordinance, order, instruction etc. having the force of law enacted or issued by the Government of India or State Government or Regulatory Authority or instrumentalities thereof.
13. "NIB" means Notice Inviting Bids, the detailed notification seeking a set of solution(s), services, materials, or any combination of them as laid down in this document.
14. "Party" means ICAI or agency individually and "Parties" shall mean ICAI and agency collectively.
15. "Performance Security" means security either in form of Bank Guarantee or Security Deposit provided by the successful bidder for due performance of the contract
16. "Project" means the work of providing the Service as per provisions of this RFP Document.
17. "RFP" means Request for Proposal.
18. "Security Deposit" shall mean the interest free, refundable and replenishable security deposited by the Tenderer with ICAI.
19. "Service" means services associated with National Public Relations and Online Reputation Management.
20. "Service Period" means the Contract Period as defined in GCC.
21. "Service Provider" inter alia, means an agency which would on turnkey basis provide National PR as mentioned in this RFP.
22. "Similar contract" means agency has successfully completed a contract involving handling National PR and managing digital PR media assignment.
23. "Specifications" mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the RFP documents.

**Section III**  
**Scope of Work**

### **Section III- Scope of Work**

- To strengthen, connect, position ICAI as a premier body partnering stakeholders, including government by sharing inputs on policy matters.
- To develop National PR framework for ICAI. This should also include online reputation management.
- To develop a systematic approach and governance model towards external communication through media (print & electronic) and online media routes.
- To highlight the diverse verticals of ICAI in media and various initiatives being taken & organized by ICAI from time to time.
- Build a strong media interface with spokesperson through initiatives encompassing print, electronic & online.
- In order to enhance ICAI visibility, ensure that right story giving ICAI's viewpoint is shared with the right media at the right time.
- To position key spokespeople of ICAI as thought leaders in the media with regular placement in print, electronic & digital media.
- To develop rich content that may include packaging information in modern formats apt for digital media amplification; specialized content in the form of articles, opinion pieces on topics of economic & professional relevance and disseminate the same to the specified target audience.
- On ongoing basis, advise ICAI on publicity strategies in line with communication objectives and help ICAI increase the PR reach from the current state.
- To help in gathering data pertaining to eminent people in different entities- PSUs, Banks, Public Entities, Journalists, Industrialists etc.
- Development and implementation of projects aimed at achieving specific communication objectives.
- Providing regular activity reports and sharing coverage in addition to periodic reports.
- Monitoring the press for news and comments as they affect ICAI.
- Executing approved activities and projects as specified by ICAI from time to time.

| <b>Annual Activities</b>                              |  |    |
|---|--|----|
| Media meetings<br>(Agenda and Non-agenda based)       | <p>Agenda meetings are interviews with an objective to garner coverage.</p> <ul style="list-style-type: none"> <li>To identify &amp; build relationships with journalists who write on policy, business &amp; economy.</li> </ul>  | 12 |
|   | <p>Non-agenda meetings are relationship meetings with media (Media Coverage may/may not be possible)</p> <ul style="list-style-type: none"> <li>One-on-one meeting with key media influencers that decide editorial space.</li> </ul>  | 6  |
| Opinion Pieces in National Print and Electronic Media | ICAI's perspective on issues of critical importance and media interest would be shared through writers/columnists/editors/news channels editors contributing regularly to various publications. These articles will help ICAI be established as a credible voice.                    | 40 |
| Contributory Articles                                 | The articles to be developed by specialized team of writers of the PR agency & published in the appropriate print and electronic media.  | 30 |
| ICAI quotes in National Print and Electronic Media    | Tracking Industry features relevant for ICAI & contacting target media for opportunities. Sharing response of ICAI with the publication/ Journalist.   | 40 |
| Interviews/ Q & A                                     | Through one-on-one interactions / interviews/Q & A, a broad perspective of ICAI's view on important issues can be presented through media to various stakeholders. It will help to establish ICAI spokesperson in the media. 10 Interviews in Print and 10 in National News Channels | 20 |

|                      |  |          |
|----------------------|--|----------|
| Speaking Engagements | <p>ICAI has a pool of experts who can share their views &amp; enrich the audience with their updated knowledge on key issues.</p> <p>ICAI being a premier accounting body should be represented by Central Council Members at various corporate forums being organised by Ministries/ Trade Bodies / Corporate/ etc.</p> <p>To identify non sponsored key upcoming events-Seminars, Panel Discussions etc. wherein ICAI representatives can share their views.</p> | 24       |
| Press Release        | <p>ICAI's viewpoint on important matters can be shared through Press releases.</p> <p>Events specific Press releases.</p>  | 32<br>10 |
| Press Meet           | <p>To identify a theme/news angle e.g. after every Council Meeting, the major decisions can be shared with the media.</p> <p>In case of any urgent issue causing negative effect on the image of accountancy profession &amp; ICAI.</p>  | 6<br>6   |

### **Reputation Tracking and Online Reputation Management**

Everyday, there are various media agencies coverage various news about ICAI and the CA community. Since active CA are members of the ICAI, it becomes very important to analyze each case reported and find out its magnitude for necessary action.

#### **Platforms to be covered for reputation tracking:**

1. Print Media- Clippings of all newspaper articles covering news about ICAI and CA Community. To be reported daily for taking appropriate action.
2. Electronic Media- Video clippings or links of content related of ICAI and CA Community shared on TV or Youtube channels.
3. Digital Media- The online media includes the digital news agencies and content creators. Any content having ICAI and CA Keywords should be reported daily twice a day.

## Activities

- Finding relevant existing content (text, images, videos) that can be posted on the official digital media channels and repackaging them to make them both, informative & engaging.
- Create the content in a manner to increase the share-ability factor of the content, hence reaching out to a wider audience.
- Using studies and research by ICAI and repackaging the content to make it suitable for digital media.
- Creating opportunities for the online audience to interact with the digital media properties by simplifying concepts and discussing them in a user-friendly content format.
- Explore sharing tips, how-to's, best practices, etc.
- Create dialogues with the industry partners.

## Content Map

Indicative content map for regular posting activity:

- Relevant topics from daily news and government announcements/initiatives e.g. G-20, 75 Years of ICAI, Azadi ka Amrit Mahostav, GST, Forex reserves, Direct Tax Policies, import/export duties etc. and tagging relevant stakeholders like Ministry of Corporate Affairs, Ministry of Finance, Ministry of Commerce, RBI etc.
- **On-ground developments:** Highlighting the work done in the past and in the present, achievements & recognitions etc.
- **Thought leadership:** Establishing the thought-leadership aspect by sharing insights and information from an expert's angle.
  - Insights from the President's desk.
  - Video discussions/Excerpts of Conferences to be hosted on public platforms.
  - Hosting a weekly President's note on LinkedIn; Reach out to the direct audience on LinkedIn. Content to be amplified on digital channels.
- **Future Plans:** Information about the initiatives/actions that ICAI plans to take up in the future and creating conversations around those.
- **Infographics:** Use studies & research as facts from other stakeholders and influencers for infographics to be shared among the digital audience.
- **Spokesperson:** Quotes and messages by the spokesperson & nominated representatives who can share ICAI perspective on relevant and current topics.
- Syncing with on-ground activities

## Live Events Activities

- Creating opportunities to increase online traction of the on-ground events and creating a sync between the online & offline action.

### **Tracking & Monitoring**

- Regular tracking and monitoring exercises to be conducted across platforms online, based on specific keywords( 10-15)and policy initiatives from government.
- Updates will include the following.
  - News for the day.
  - Tonality of search engine results (First 2 pages) i.e. Positive, Negative or Neutral.

### **Crisis Management**

- Based on the tracking & monitoring results analysis, crisis mitigation to be initiated.
- The inputs from the reports will be used to ring-fence and control an existing crisis or prevent a crisis discussions from initiating online.

## **SECTION IV**

### **ELIGIBILITY CRITERIA**



## **Section IV- Eligibility Criteria**

### **General Eligibility**

This invitation to respond to the RFP is open to such PR agencies, which are registered companies/firms who have their registered offices in India. It should also have minimum 5 regional offices in India for smooth coordination and conduction of national PR activities. The eligible entities must be incorporated or registered under any of the following Acts - the Indian Companies Act, 1956/2013 or The Partnership Act, 1932 and the Societies Registration Act, 1860 or as Proprietorship concern.

The parent company of any subsidiary company (which is seeking qualification on the financial strength of its parent company), would have to give a written undertaking that it would bear all financial or contractual liabilities of the subsidiary with regards to this RFP and the subsidiary has been authorized by them to submit the tender for and on their behalf. The parent company of any subsidiary company ( which is seeking qualification on the technical strength of its parent company), would have to give a written undertaking that its technical capabilities/ resources would be available to the subsidiary company as and when required for the completion of the subject contract.

Along with the General Eligibility criteria, Bidder has to satisfy the following Pre-qualification criteria.

### **Pre-Qualification Criteria**

- The bidder should have been in existence in the field of national PR assignment/ campaign for a period of at least 10 years as on March 31, 2023. The agency must specify if they have carried out communication campaign for prominent institutions / organization/ corporate or Government Ministry/ PSU/ Autonomous Body for a minimum project cost/ annual retainership of Rs. 1 Crore, consecutively for last 3 years.
- The Agency should have a minimum turnover of Rs 10 crore consecutively for last three financial years i.e. 2019-20, 2020-21 and 2021-22. Turnover from other areas of business apart from PR services will not be considered for this purpose. Attach proofs for Financial standing through latest I.T.C.C., Duly audited Annual Report (duly audited Balance Sheet and Profit and Loss Account) of last 3 Financial Years ending March 31, 2022.
- Established office/s along with details of modern technology/facilities available with the PR Agency. The Agency should have full fledged office at Delhi and presence in other metropolitan cities and offices/associates in all regions of the country. Simultaneously the agency should also have numerous international offices across the globe.
- It should be able to offer all services required for the campaign i.e. news tracking, research, creative, media and execution under one roof.
- Proficiency and proof reading, translation facilities in Hindi, English and other regional languages.
- The PR agency should have handled at least one PR campaign of value of at least Rs. 1 Crores during last 3 years for Ministry/PSU/Corporate client. Details to be provided.

**SECTION – V**  
**INSTRUCTIONS TO BIDDERS**  
**(ITB)**

## **Section V- Instructions to Bidders**

**(ITB)**

### **Article-1 Availability of Tender**

- 1.1 The RFP document is available on website of ICAI [www.icaai.org](http://www.icaai.org). Interested Bidders, who wish to participate in the tender process, may download RFP documents detailing the terms & conditions and technical requirements.

### **Article-2 Submission Instructions**

- 2.1 Every page of the RFP document shall be signed by the bidder or a person duly authorized by the bidder to submit the bid.
- 2.2 Bidder should submit Board Resolution or letter of authorization, authorizing the person signing the RFP document on behalf of the bidder and the written power of attorney in the name of person who is empowered for making such authorizations.
- 2.3 All changes, alterations, corrections in the RFP document shall be signed in full by the person(s) signing the RFP document, with date. No eraser and/or over writing without authentications is/are permissible.
- 2.4 The complete RFP document along with the documentary evidence should be numbered and cross-referenced/linked with RFP clause no.
- 2.5 The Bidder shall submit its RFP comprising of Technical Bid containing Eligibility/pre-qualification, EMD (in the form of Demand Draft), Compliance statement, covering letter in the prescribed format (Form - A). Technical Bid should be submitted on the Bidder's letter head.
- 2.6 RFP submitted shall be in the prescribed format as given and shall also have the documents as defined in Article-3. Submission of illegible documents shall lead to disqualification of the bidder.
- 2.7 'Technical Bid' is to be sealed in an envelope and super scribed as "Technical Bid".
- 2.8 'Financial Bid' is to be sealed in an envelope and super scribed as "Financial Bid".
- 2.9 The Bids completed in all respects as specified in this RFP shall be sent/ submitted to –

Secretary

Public Relations  
ICAI Bhawan  
Post Box No.-7100, Indraprastha Marg  
New Delhi- 110 002; Email: [prc@icai.in](mailto:prc@icai.in).

- 2.9 Date & Time of submission of Proposal: April 19, 2023; 2 p.m.
- 2.10 The complete bid document should be submitted before due date and time as given at Article 2.9. Bid received after the stated time and date would not be considered and are liable for rejection.

### **Article-3**

#### **Part - I: TECHNICAL BID**

- 3.1 The Technical Bid shall contain essential information in the prescribed format as given in **Form - B** of this RFP Documents.
- 3.2 Documents accompanying the Technical Bid

The Technical Bid must be accompanied by the following documents:

- 3.2.1 RFP covering Letter i.e. Form – A along with its Annexures I to III as provided in this RFP documents duly filled and signed in by the Bidder.
- 3.2.2 Confirmation that the Bidder has read and understood the complete document/requirements.
- 3.2.3 P.F Registration certificate (if applicable) for all partners in case of consortium.
- 3.2.4 GST, Sales-Tax and Income-Tax return for the last three Financial Years, PAN no. (as applicable) for all partners in case of consortium.
- 3.2.5 Power of Attorney/Board Resolution for signing the Bid.
- 3.2.6 Consortium agreement, if applicable.
- 3.2.7 Certificate of meeting the eligibility criteria for grant of license operating the service on commercial basis.
- 3.2.8 Any other additional information as required in this RFP.

### 3.3 Guidelines for Technical Bid

While furnishing the information in the Technical Bid, the Bidders are to cover, inter alia, the following areas:

3.3.1 Company profile: Details about the nature of constitution of the organization, names and addresses of the partners/Proprietors/Directors and also the details of sister/parent concerns and a brief about the organisation indicating turnover, network coverage, experience in undertaking such assignments, may be stated.

3.3.2 Type of Activity and details thereon

## **PART-II : FINANCIAL BID**

- The Financial Bid as prescribed should be filled up and sealed in a separate cover super scribed as “Financial Bid”.
- The prices quoted by the bidder shall be in sufficient detail to enable the ICAI arrive at the price of the application
- The covers received without superscription are liable for rejection. The tenders not submitted as specified above will be summarily rejected.
- The financial bid should include applicable taxes in the bid.

The envelopes containing ‘Technical Bid’ and ‘Financial Bid’ are to be further put together in another sealed envelope superscribed “Proposal for Association of PR Agency to carry out the brand building/communication strategy of ICAI to the target audience.”

If any or all of the information asked in the Tender Document are not available in the Technical Bid/ Financial Bid as the case may be, the bid is liable for rejection

### **Article – 4 Opening of Technical Bid**

#### 4.1 Venue

The Institute of Chartered Accountants  
ICAI Bhawan, Post Box No. 7100  
Indraprastha Marg, New Delhi-110 002  
Tel: 011 30110559; E-mail: [prc@icai.in](mailto:prc@icai.in)

4.2 Date & Time: April 20, 2023 at 2.45 p.m.

## **Article 5: Compliance**

5.1 Compliance statement in the form of 'Complied' or 'Not Complied' shall be given against each statement and specification of RFP. The compliance statements should be supported by legal documentary evidence/ data sheets/ drawings/ documentation/ undertakings etc. as per specific clause requirements.

5.2 It may be noted that any deviation from laid down requirement/specification shall be brought out separately in deviation sheets to be attached with concerned section of the bid. Failure to comply with this requirement may result in the Bid being invalidated.

5.3 The Bidder shall offer his comments about all the requirements indicated in the RFP. The Bidder shall mention whether the options are technically available in the proposed solution or not. The Bidder shall clearly mention about the non-availability of the required options in the offer, if any.

## **Article 6: Validity of the RFP**

The Bid shall be valid for a minimum period of 120 (One Hundred and Twenty) days from the last date of bid submission.

## **Article 7: Clarifications relating to RFP**

For all clarifications relating to this RFP; query mail be mailed through [prc@icai.in](mailto:prc@icai.in). All queries received and answered will be put on website [www.icai.org](http://www.icai.org). No telephonic calls would be entertained. The queries/clarifications, if any, could be sought till April 18, 2023, 2 p.m. Further details are available at ICAI website [www.icai.org](http://www.icai.org).

**Section – VI**

**General Conditions of the Contract**

## **Section –VI: General Conditions of the Contract**

### **Application**

These general conditions shall apply to the extent that provisions in other parts of the RFP do not supersede them and in case of any conflict the relevant clauses shall be interpreted harmoniously to make, as far as possible, both the clauses effective and binding. For interpretation of any clause in the RFP or Contract arising there under, the interpretation/clarification of the ICAI shall be final and binding on the Agencies.

### **CONDITIONS PRECEDENT**

Subject to express terms to the contrary, the rights of the bidder and obligations of the ICAI under this Tender shall take effect only upon fulfilment of all the Conditions Precedent set out below. However, ICAI may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the Bidder.

- i. The Successful Bidder shall be required to accept the LoI/ Work order within 10 days of its issuance.
- ii. The Successful Bidder shall be required to furnish Performance Security either in the form of Security Deposit or Bank Guarantee to the ICAI within 20 days of issuance of LoI/ Work Order.
- iii. The Successful Bidder shall be required to execute the Agreement within 20 days of issuance of LoI/ Work Order.

The parties may by mutual agreement extend the time for fulfilling the Conditions Precedent. In the event of the Successful Bidder failing to fulfil the Conditions Precedent, ICAI shall not be liable in any manner whatsoever to the Successful Bidder and ICAI shall forthwith forfeit the EMD amount, Performance Security, or any amount due and payable by ICAI to the Bidder.

### **REPRESENTATIONS AND WARRANTIES**

The Bidder represents and warrants to ICAI that:

- i. It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Tender and to carry out the transactions contemplated hereby;
- ii. It has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Tender and to validly exercise its rights and perform its obligations under this Tender;
- iii. It has the financial standing and capacity to undertake the Project in accordance with the terms of this Tender / Agreement;
- iv. In providing the Services, it shall use reasonable endeavors not to cause any unnecessary disruption to ICAI's normal business operations



- v. This Tender has been duly executed, filled and submitted by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Tender shall be legally valid, binding and enforceable against it in accordance with the terms hereof;
- vi. The information furnished in the Tender documents and as updated are true and accurate in all respects;
- vii. The execution, delivery and performance of Agreement shall not conflict with, result in the breach of, constitute a default by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- viii. There are no material actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Tender/ RFP or ensuing Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Tender or ensuing Agreement;
- ix. It has neither violated nor defaulted any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Tender or ensuing Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Tender or ensuing Agreement;
- x. It has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have an Adverse Effect on its ability to perform its obligations under this Tender or ensuing Agreement;
- xi. It and its personnel, have the necessary experience, skill, knowledge and competence to perform the Services;
- xii. No representation or warranty by it contained herein or in any other document furnished by it to ICAI or its Employee or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading;
- xiii. No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for award of this Tender and entering into ensuing Agreement or for influencing or attempting to influence any person associated with ICAI in any manner whatsoever.

### **Fraud & Corruption**

ICAI requires that Service Provider selected through this RFP and their Officers, Agents, Employees and Advisors etc. must observe the highest standards of ethics during the performance and execution of the contract. In pursuance of this policy,

- a) ICAI will declare a firm ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it, at any time, finds that the Service Provider has, directly or indirectly or through an agent, etc. engaged in corrupt, fraudulent, coercive and unfair trade practice in selection process or in competing for, or in executing, the contract.

For the purposes of this clause, the terms corrupt, fraudulent, coercive and unfair trade practice are defined as:

- i “Corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the action of ICAI or its Officers or Employees or any personnel or Agencies connected with the process or in contract executions.
  - ii “Fraudulent practice” means any action or omission, including misrepresentation, suppression of facts or disclosure of wrong and/ or incomplete facts that knowingly or recklessly misleads, or attempts to mislead ICAI in order to influence a procurement process or the execution of a contract or to obtain a financial benefit or to avoid an obligation. In order to avoid any doubt, it is clarified that fraudulent practice includes collusive practice among Bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or noncompetitive levels and to deprive ICAI of the benefits of free and open competition;
  - iii “Unfair trade practices” means supply of services different from what is ordered, or unilateral change in the Scope of Work by the successful bidder in contravention of Section V.
  - iv “Coercive practices” means harming or threatening to harm, directly or indirectly, ICAI or its Officers and Employee in person or their property to influence their participation in the execution of contract.
- b) ICAI reserves the right to reject the bid and disqualify the bidder, if it determines that the Bidder engaged in corrupt, fraudulent or unfair trade practices in the tender process.
- c) ICAI declare a firm ineligible, either indefinitely or for a stated period, for awarding the contract, if it at any time determines that the firm has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

### **RFP Clarifications**

During pre qualification and technical evaluation of the Proposals, ICAI may, at its sole discretion, ask Bidders for clarifications on their proposal. The Bidders shall respond within the time frame prescribed by ICAI. Any word used in singular shall have the connotation of plural as well.

### **Amendments in RFP**

At any time prior to deadline for submission of proposal, ICAI may for any reason, modify the RFP. The prospective Bidders having received the RFP shall be notified of the amendments through website and such amendments shall be binding on them and if the amendments are notified after submission the Bids, the bidders shall follow the instructions as may be issued by ICAI.

It shall be the sole responsibility of the prospective bidder or bidder to check the web site of ICAI <https://www.icai.org/> , from time to time, for any amendments to the RFP document. ICAI shall not be responsible for any failure by the bidder in this regard.

## **PARTNERSHIP FIRM/ COMPANY**

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

## **Disqualifications**

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

## **Request for Proposal**

The bidder is expected to examine all the instructions, guidelines, terms and condition and formats in the RFP. Failure to furnish all or any of the necessary information as required by the RFP or submission of a proposal not substantially responsive to all the aspects of the RFP shall be at Bidder's own risk and may be liable for rejection.

## **Preparation of Proposal**

The bidder shall comply with the following related information during preparation of the Proposal-

- The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Proposal. The Proposal shall be typed or written in indelible ink (if required) and shall be signed by the Bidder or duly authorized person(s) to bind the Bidder to the contract. The latter's authorization shall be indicated by Board resolution or written power of attorney, as the case may be, and shall accompany the Proposal. In addition, the covering letter shall indicate the name and address of the Bidder to enable the proposal to be returned in the case it is declared late.
- Only detailed complete proposals in the form indicated above received up to the closing time and date of the proposals shall be taken as valid.
- After the expiration of last date of submission of bid, Bidders are not permitted to modify, substitute or withdraw proposals after its submission. However, any modification or substitution of bid prior to the last date and time of submission of bid should be in the form of fresh bid with complete particulars of previously submitted bid and request to withdraw or modification of such previously submitted bid and all the relevant documents including but not limited to the cost of the RFP document and EMD.

### **Submission, Receipts and Opening of Proposals**

Pre Qualification, Technical & Financial proposals must be enclosed in separate sealed envelopes. During the course of evaluation of Proposal as well as during the period of contract, the ICAI has the right to carry out a due diligence in a manner relevant to understand the facts.

### **Deadline for submission of Proposals**

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

### **EARNEST MONEY DEPOSIT (EMD)**

Each Bidder shall furnish interest free, refundable earnest money deposit (EMD) of Rs 400000/- (Rs. Four Lakhs Only) to be deposited along with Tender in the form of Demand Draft/ Pay Order drawn on any Nationalised/ Scheduled Commercial Bank drawn in favour of "The Secretary, The Institute of Chartered Accountants of India" Payable at Delhi. The EMD is required to be furnished by all the bidders irrespective of their status as MSME, start-up etc.

The EMD, if not converted to the Security Deposit, will be returned/refunded to the successful Bidder within 30 days of furnishing of valid Performance Security and execution of the Agreement.

In addition to other terms and conditions contained in the RFP, the EMD may be forfeited in following conditions also:

- a) The Bidder unilaterally modifies its application price any time after submission of Bid or after being declared as successful bidder
- b) The bidder withdraws its/his offer during the period of tender validity.
- c) The Bidder is found to be indulged in Canvassing in any form in connection with tender.
- d) The Bidder is found to be suppressing the information or furnishing wrong information or information which is misleading, false etc. and/or submitting documents which are fabricated or forged.
- e) The Bidder, at any stage, is found to be indulged in Canvassing or indulge in fraud, corruption, Bid Rigging, Collusive Bidding or any of the corrupt practices in any form in connection with tender.
- f) The bidder, at any stage, fails to honour or refuses to comply with or modifies any or all terms and conditions of the RFP.
- g) Of a non-acceptance of Letter of Intent/ Work Order by the successful Bidder.
- h) If the bidder fails to furnish Performance Security within 20 days from the issuance of award of the work, Letter of Intent, Work Order etc.
- i) The bidder fails to commence the work within the stipulated time.
- j) The bidder refuses/fails to furnish the Performance Security within stipulated time.
- k) The bidder refuses/fails to execute the Agreement within stipulated time.

## **PERFORMANCE SECURITY**

The successful Bidder shall furnish to ICAI Performance Security for an amount of Rs. 10,00,000/- (Rupees Ten Lakhs) either in the form of Security Deposit or Bank Guarantee or both. In case of Performance Security in the form of Bank Guarantee it is clarified that the Bank Guarantee should be issued by a Nationalised/ Scheduled Commercial Bank in favour of 'Secretary, The Institute of Chartered Accountants of India, New Delhi' within 20 days of the receipt of the Letter of Intent. Performance Security shall remain valid for a period of 90 days beyond the date of completion of all contractual obligations, including warranty obligations, of the successful bidder.

The validity of the Performance Security should be suitably extended in the event of extension of time of the contract.

The successful bidder shall not be entitled to any claim or receive any interest on the amount of Performance Security

Performance Security is liable to be forfeited in case of failure of successful bidder to provide the desirable services within the stipulated period or on breach of terms and conditions of the contract.

In addition to other terms and conditions contained in the RFP, the Performance Security including any other amount due and payable by ICAI to the successful bidder may be forfeited in following conditions also:

- a) The successful Bidder amends or modifies its application price any time after being declared as successful bidder
- b) The successful bidder refuses or fails to execute the Agreement within the stipulated time.
- c) The successful bidder withdraws its/ his/ her offer during the period of Agreement.
- d) Successful bidder fails to commence, execute and complete the work within the stipulated time.
- e) The successful bidder fails to perform the work to the satisfaction of the ICAI.
- f) The successful Bidder founds to be indulged in Canvassing, Fraud, Corruption, Misrepresentation, Mal Practices etc. in any form in connection with tender.
- g) The successful Bidder founds to be suppressing the information or furnishing wrong information or information which is misleading or false etc. and/or submitting documents which are fabricated or forged.
- h) The successful Bidder is found to be indulged in Canvassing or indulge in fraud, corruption, Bid Rigging, Collusive Bidding or any of the corrupt practices in any form in connection with tender.
- i) The successful bidder fails to honour or refuses to comply with or modifies any or all terms and conditions of the tender and/ or Agreement.
- j) Successful Bidder assigns or sub-lets the work under the contract without the prior written permission of the ICAI.
- k) On failure to pay the Liquidated Damages and/ or Penalty within stipulated time.
- l) Successful Bidder fails to make good the deficit of Performance Security within 20 days of the notice of demand.
- m) Successful Bidder fails to improve its performance to the satisfaction of ICAI within the notice period.

### **Communication of Acceptance of proposal**

Acceptance of tender/ proposal shall be intimated to the successful tenderer through a Letter of intent (LOI) duly signed by the authorized signatory of the ICAI. The successful tenderer is required to execute the agreement on a non-judicial stamp paper of requisite value within the prescribed time.

### **Term of Contract**

The Contract shall be valid for a period of 1 (one) year to be reviewed quarterly. The Agreement is extendable on mutual consent of the parties hereto, subject to satisfactory performance by the Agency, on same terms and conditions.

### **Payment Terms**

- **Payment for Monthly Retainership Amount-** The payment shall be made after the end of every two months.
- **Payment for Specific Assignment-** All payments based on specific assignment assigned to the agency shall be made within 30 days after the completion of such assignment.
- **Advance Payments-** Ordinarily, ICAI shall not release any advance payment.

It is however clarified that any payment is subject to applicable TDS.

### **Out of Pocket / Third Party Expenses**

The Agency shall submit an estimate of the vendor i.e. third party expenses to be incurred in the executions of special assignments, projects etc. which will be authorised and approved in advance by the ICAI before the same has been incurred by the Agency. The ICAI shall release 25% amount of the estimate submitted by the Agency as an advance, for the third party expenses which shall be settled by the Agency by submitting actual invoice of the vendor i.e. third party to ICAI. However, ICAI may, at its discretion, release 50% advance, if required so in deserving cases. The actual invoice should reach ICAI within one month of completion of assignment.

### **Validity of Proposals**

Proposals shall remain valid for a period of 120 (One hundred and twenty) days from the last date of submission of bid.

### **Right to Accept Proposal**

ICAI reserves the right to accept or reject any Proposal and to annul the Proposal process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

## **Conflict of Interest**

ICAI requires that agencies should provide professional, objective and impartial advice and at all times hold the ICAI's interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.

## **Confidentiality**

Confidential Information means any information or data, in any form or storage medium whatsoever, of any nature in relation to ICAI that may be provided by ICAI to the Agency on a restricted and confidential basis in terms of the instant RFP and Agreement arising out of the RFP.

The Agency shall, at all times, during the continuance of this Agreement or otherwise (i) keep all confidential information confidential and accordingly shall not disclose any such Confidential Information to any third party without prior permission in writing of ICAI; (ii) not use or cause the use of any Confidential Information for any purpose whatsoever other than that contemplated under this Agreement; (iii) use all reasonable endeavours to ensure that all persons to whom Confidential Information may be disclosed in furtherance of this Agreement, including but not limited to officials and members of the respective parties as well as employee(s) thereof, keep(s) the same confidential and not use the same except for the purposes for which the disclosure is made.

Obligations of the Agency in terms of this clause, shall not apply to the extent that such Confidential Information (i) is at the date hereof, or hereafter, enters the public domain through no fault of the Agency; (ii) can be shown by the Agency, to the reasonable satisfaction of ICAI, to have been known to it prior to being disclosed by ICAI to it; (iii) is required by any Court in India or any other judicial body or authority to be disclosed, published or communicated.

The obligations of the Service Provider under this clause shall survive the termination of the contract.

## **Relationship between the Parties**

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

There shall be no Employee and Employer or Master and Servant relationship between the personnel deputed by the Successful Bidder/ Service Provider for carrying out the work and ICAI. The Service Provider shall be solely responsible for all the claims of its



personnel and shall ensure that its personnel do not make any claims whatsoever against ICAI. ICAI shall have no liability in this regard. In any event, the ICAI shall owe no responsibility or liability of any kind arising out of or incidental to the performance of any work(s) as herein contained by the Service Provider's personnel or otherwise, at the site or outside the site, including any liability due to any accident or injury or death caused to or suffered by any such personnel or any other health or medical liability or compensation, all of which shall be the sole responsibility of the Successful Bidder/ Service Provider.

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

### **No Liability**

That in any event, the ICAI shall owe no responsibility or liability of any kind arising out of or incidental to the performance of duties by the employees or otherwise, at the offices or outside the offices, including any liability due to any accident or injury or death caused to or suffered by any employee of service provider or any other health or medical liability or compensation all of which shall be the sole responsibility of service provider.

In case of any loss that might be caused to ICAI due to any lapse on the part of service provider or its employees discharging assigned duties and responsibilities, the same shall be borne by service provider and in this connection, the ICAI shall have the right to deduct appropriate amount from Security Deposit and/ or the bills of service provider or any amount due or payable by ICAI to the Service Provider to make good such loss to ICAI. In case of frequent lapses on the part of service provider or the employees deployed by service provider, the ICAI shall be within its right to terminate the Contract forthwith without assigning any reason whatsoever and/or take such other action including but not limited to forfeiture of Performance Security and any amount payable by ICAI to the Service Provider, as it may deem fit.

### **Standards of Performance**

The Agency shall perform the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Agency shall always act in respect of any matter relating to this contract as faithful advisor to ICAI. The Agency shall always support and safeguard the legitimate interests of ICAI in any dealings with the third party. The Agency shall conform to the standards laid down in RFP in totality.

All submissions made by the Agency after the award of contract must be countersigned by nodal officer of the Agency.

## Delivery Schedule

### Delivery and Documents

The Agency shall submit all the deliverables on due date as per the timelines mentioned in the scope of work. The Agency shall not without the ICAI's prior written consent disclose the Contract, Approach paper(s), specifications, plan, pattern, samples to any person other than an entity employed by ICAI for the performance of the Contract. In case of termination of the Contract all the content material used by Agency in the execution of project shall become property of ICAI.

#### Timelines for Deliverables

| <u>Public Relations</u> |   |                     |  |
|-------------------------|---|---------------------|--|
| Sr. No.                 | PR Activities   | Frequency in a year | Minimum Frequency per month                            |
| 1                       | Agenda Meetings                                       | 12                  | 1  |
|                         | Non-Agenda Meetings                                   | 6                   | 1 in 2 months  |
| 2                       | Opinion Pieces in National Print and Electronic Media | 40                  | 3  |
| 3                       | Contributory Articles                                 | 30                  | 2  |
| 4                       | ICAI quotes in National Print and Electronic Media    | 40                  | 3  |
| 5                       | Interviews/Q & A                                      | 20                  | 2 interviews/Q & A per months for 6 months (initially) |

|           |  |           |   |
|-----------|--|-----------|---|
|           |  |           | and thereafter at least one or two per month for the next 6 months (12+8 half yearly) |
| <b>6</b>  | <b>Speaking Engagements</b>  | 24        | 2   |
| <b>7</b>  | <b>Press Releases (ICAI's viewpoint)</b>   | 32        | 2   |
|           | <b>Press Releases (Events Specific)</b>  | 10        | As & when required  |
| <b>8</b>  | <b>Press Meet (After Council Meetings)</b>   | 6         | As & when required  |
|           | <b>Press Meet (To address urgent issue causing negative effect on the image of ICAI)</b> | 6         | As & when required  |
| <b>9</b>  | <b>Media monitoring (Print, electronic &amp; digital)</b>                                | -----     | Daily Basis   |
| <b>10</b> | <b>Crisis Management</b>   | As & when |   |

## **Change Orders**

ICAI may at any time before completion of work under RFP awarded to engaged Agency, change the work content by increasing/reducing the quantities of the services by 20% as mentioned in the Contract Agreement for execution of the Project, without creating any liabilities for compensation on any grounds, whatsoever due to this change. In such a case, the Agency will have to perform the service in the increased/decreased quantity at the same contract rates within the time stipulated.

## **Agency (s) Personnel**

The Agency shall employ and provide such qualified and experienced personnel as may be required to perform the services under the specific projects assigned by ICAI and it is desirable from the Agency to deploy the personnel, who have adequate experience in the domain related and as stated in Section-III.

## **Intellectual Property Rights**

No services covered under the Contract shall be sold or disposed by the Agency in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar rights. All Intellectual Property Rights accruing out of the activities carried out by the Agency under the scope of work of the contract shall vest with ICAI.

The ICAI name, logo or any other data or information or material etc. supplied/provided by ICAI to Agency shall be the exclusive property of ICAI and their usage by Agency shall be restricted for purposes of the Services provided by the Agency under this contract only with prior written permission of ICAI in that behalf.

The obligations of the Service Provider under this clause shall survive the termination of the contract.

## **Assignments**

The Agency shall not assign or sub-let the project to any other agency/ individual, in whole or in part, to perform its obligation under the Contract, without the ICAI's prior written consent. Any assignment or sub-letting of work by the Successful bidder with prior permission of ICAI shall not amount to absolving it in any manner from its liabilities, responsibilities, duties etc. casted upon it in the instant RFP

## **Liquidated Damages**

In case of non-completion of the activities/deliverables as given in the RFP within the stipulated period, the Agency shall be liable to pay liquidated damages at the rate of 0.5% of the Security Deposit/ Retainership Fee per day or part thereof to a maximum of 10% of the Retainership Fee.

The losses to the ICAI which are directly attributable to the Agency shall be deducted from the Retainership Fee payable /adjusted from the Security Deposit.

Unsatisfactory service, as decided by the ICAI shall render the termination of the Agreement with forfeiture of Performance Security, Security Deposit and any amount payable by ICAI to the Service Provider.

### **Indemnity**

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

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

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

### **Penalty**

If the Service Provider, during the contract period, fails to perform its obligations in accordance with the terms and conditions of RFP/ Bid and the Agreement emanating therefrom or fails to perform its work to the satisfaction of the ICAI, in such a situation, ICAI shall

be at liberty to impose penalties @ 10% of Rs 2,00,00,000 (Two Crores) on the defaulting Service Provider for its failure to fulfil its contractual obligations under the agreement. Failure on the part of defaulting Service Provider to fulfil its contractual obligations or failure on the part of defaulting Service Provider to fulfil its contractual obligation to the satisfaction of the ICAI may lead to termination of the contract at the risk, cost and responsibility of the defaulting Service Provider including invocation of Performance Security, and forfeiture of any un-paid amount which is due and payable by ICAI to the defaulting Service Provider.

### **Termination**

Either party may terminate the Contract arising under the RFP by giving one month prior notice in writing to the other without assigning any reasons.

The ICAI may, by giving Fifteen (15) days advance written notice to the Service Provider, terminate the contract in the following circumstances-

- for Default to perform obligations under the Contract or if the services are 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.

### **Consequences of Termination**

Upon termination of the Contract for whatsoever reason, the Agency shall return to ICAI any property (including written or computer records of any kind) in its possession which belong to ICAI. Any amount of money i.e. advance already given to the Agency in respect of third party expenses or otherwise by the ICAI and the same has not been utilised for the purpose, would also need to be returned to the ICAI. However, Retainership fee shall be refunded to ICAI on pro-rata basis.

Further, any work, material etc. whether published, unpublished or in electronic, printed or in whatever form, developed, designed, created, modified, etc. shall also be return to the ICAI with unfettered right of ICAI to use it its original form or modified form or in any other form whatsoever. It is specifically clarified that any work, material etc. developed, designed, created, modified, etc. shall be the property of ICAI and the Service provider have no property right on such work, material etc.

### **Severability**

In the event that any provision of this RFP shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this RFP shall be determined to be unlawful or otherwise unenforceable, the remainder of the RFP shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this RFP to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

### **Waiver**

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

### **Fall Back Arrangements**

In case of breach of terms of the RFP and the contract committed by the Service Provider/ bidder, the ICAI may terminate the contract by giving 45 days advance written notice and may inter alia further award contract to any other Service Provider at the risk and cost of the defaulting Service Provider. In such case, any higher price to be paid by ICAI to the newly appointed Service Provider shall be recoverable from the defaulting Service Provider inter alia by invoking the Performance Security and/ or any amount due and payable by the ICAI to the defaulting Service Provider.

### **Force Majeure**

Notwithstanding anything contained in the RFP, the Agency shall not be liable for liquidated damages or termination for default, if and to the extent that the delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure. For purposes of this clause “Force Majeure” means an event beyond the control of the Agency and not involving the fault or negligence of the Agency and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of the ICAI, regarding Force Majeure shall be final and binding on the Agency. If a Force Majeure situation arises, the Agency shall promptly notify to the ICAI in writing of such conditions and the

causes thereof. Unless otherwise directed by the ICAI in writing, the Agency 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.

### **Resolution of Disputes**

That in the event of any question, dispute or differences arising out or in connection with any of the terms and conditions of the RFP and the Agreement arising thereunder, in the first instance, the parties hereto shall try to resolve the same by mutual consultation, failing which the same shall be referred to the sole arbitrator to be appointed mutually by the parties. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings shall be held at New Delhi and the language of the arbitration proceeding shall be in English. The arbitral award shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons therefore. The expenses of the arbitrator as determined by the arbitrator shall be shared equally by the ICAI and the Agency. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party themselves.

### **Jurisdiction**

Subject to the arbitration clause contained hereinabove, the Courts at New Delhi only shall have jurisdiction to decide the dispute between the parties under this agreement.

### **Governing Laws**

The construction, validity, and interpretation of this Agreement shall be governed by the laws of India.

### **Taxes and Duties**

The Agency shall fully familiarize itself about the applicable Domestic taxes (such as GST, VAT, Sales Tax, Service Tax, Income Tax, duties, fees, levies etc.) on amount payable by ICAI under the contract. The Agency, sub Agency and personnel shall pay such domestic tax, duties, fees and other impositions (wherever applicable) levied under the applicable law.

### **Notice**

Any notice, request or consent required or permission to be given or made pursuant to this contract shall be in writing. Any such notice , request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the



party to whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Contract/Agreement.

**SECTION VII**  
**SELECTION PROCEDURE**

## Section VII- Selection Procedure

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

For the purpose of selection of the PR Agency, overall evaluation of the Proposals will be done in two stages i.e. Technical (comprising of Pre-qualification Evaluation followed by Evaluation of Technical Proposal) and Financial evaluation based on Quality and Cost Based Selection (QCBS). **The final awarding of the contract will be done based on a Quality & Cost Based Selection (QCBS) procedure with 70% weightage towards Quality of Work and Presentation by PR Agency (Evaluated by the Committee) and 30% weightage towards Commercial Bid.**

| Sr. No. | Parameters    | Maximum Marks and Points  | Maximum Marks |
|---------|---------------|---|---------------|
| 1.      | Technical Bid | Will be fairly judged by the Committee on the basis of existing client base, PR campaigns executed and presentation by the Agency. Use of technology with respect to news tracking in print, electronic and digital media will be an added advantage. | 70            |
| 2.      | Financial Bid | There should be fair and competitive pricing. The committee reserves the right to not select Vendor incase the price quoted irrationally or not in line with previous work orders submitted.  | 30            |

a) Pre bid Meeting will be held on 3rd April,2023 (11 AM)

b) Pre-qualification Evaluation:

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

- Relevant documents as specified herein have been attached.
- EMD is as per requirement.
- The offer is for entire work and not for part of the work.

NOTE: Proposals not conforming to the above requirements shall be rejected and shall not be considered for Evaluation of Technical Proposal.

c) Evaluation of Technical Proposal:

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

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

Presentations from the eligible Bidders post technical evaluation will be done for shortlisting the agency. Post Presentation, financial quotes of only those Bidders who are declared as shortlisted shall be opened.

Additionally following points to be considered

- i. PR Agencies which are short-listed in the evaluation of Technical Bids will be asked to make presentation(s) to ICAI. The date & timings of the same shall be notified to such bidders separately.
- ii. The final evaluation of short listed agencies will be done through a presentation while considering following parameters:
  - ✓ The agency’s professionalism, demonstrated ability to understand and represent ICAI.
  - ✓ The agency’s media contact list and connections across industry and media, digital media and online PR.
  - ✓ How well the agency articulates its strategy for supporting ICAI.
  - ✓ How well the agency demonstrates its understanding of different media outlets and ICAI’s requirements to meet its objectives.
  - ✓ Demonstrated creativity and out-of-the-box thinking to increase ICAI visibility, as well as how the agency approaches thought leadership and support online communities.
  - ✓ Ability to identify influential events and other opportunities for ICAI’s representation at major corporate forums.
  - ✓ Competitive pricing and transparency.

After evaluating the aforesaid technical parameters, final selection of the Agency shall be on the basis of financial proposals submitted.

d) Evaluation of Financial Proposal

The financial bid shall be opened of only those Bidders who have been found to be technically eligible. The financial bids shall be opened in presence of representatives of technically qualified Bidders, who may like to be present. ICAI shall inform the date, place and time for opening of financial bid.

The bidder who has quoted the lowest price will be assigned a score of 100 in the financial bid.

The other bidders will be allotted score relative to the score of bidders with the lowest quote as below:

$$F_s = 100 * F_l / F$$

Where:  $F_s$  = The financial score of the Financial Proposal being evaluated,  $F_l$  = The price of lowest priced Financial Proposal  
 $F$  = The quoted price of Financial Proposal under consideration

e) Final Bid Selection Method

The selection of the agency will be based on the maximum accumulated points in collaboration of weight associated with Technical aspect i.e. Technical Proposal which will be 70% and that associated correspondingly with cost i.e. Financial Proposal which will be 30%.

**The formula will be as follows  $Stf = (Ts/100) \times 70 + (Fs/100) \times 30$ .**

f) ICAI, at its sole discretion, shall have the right to interpret various aspects of the evaluation criterion as it deems fit. The decision of the ICAI on such interpretation and awards of marks shall be final and binding on all bidders.

g) The Letter of Intent (LoI) would be issued to the vendor with best Final Score. In case of a tie in the Final Score, before issuance of LoI, the Vendor with the higher Technical Score post the presentation and the interview will be first invited for the contract negotiation.



**FORM - A**

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

Date:

Reference No.

Secretary  
Public Relations Committee  
ICAI Bhawan  
Ground Floor, Annexe Building  
Post Box: 7100, Indraprastha Marg  
New Delhi-110002

Dear Madam/Sir,

Sub: Proposal for Association of National PR Agency

1. With reference to your Tender Document dated DD-MM-YYYY, published in ..... newspaper dated ..... I/we, M/s ... ..having examined the RFP and understood their contents, hereby submit our proposal/ offer our Bid for “.....” on Quality & Cost Based Selection (QCBS) system, in full conformity with the said RFP. We have read the provisions of RFP/ Tender and confirm that these are acceptable to us. We further declare that the proposal is unconditional and unqualified.
2. I/ We have enclosed herewith a Demand Draft bearing No. .... dated ..... Issued by ..... Bank for an amount of Rs. ..../- drawn on New Delhi, in favour of “Secretary, The Institute of Chartered Accountants of India” towards EMD.
3. I/ We agree to abide by the terms and conditions of this RFP/ Tender, consisting of this letter, the Proposal, Board Resolution, the duly notarized written power of attorney, and all attachments, from the date fixed for submission of Proposals as stipulated in the Tender and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of the validity period.
4. All information provided in the proposal and in the Appendices, is true and correct and all documents accompanying such proposal are true copies of their respective originals and accept that any misinterpretation contained in it may lead to our disqualification.

Until the formal final Agreement is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall be binding on me/us.

5. I/We shall make available to the ICAI any additional information it may deem necessary or require for supplementing or authenticating the proposal.
6. I/We acknowledge the right of the ICAI to reject my/ our application/ proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. I/We certify that in the last 5 (Five) years, I/ we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
8. I/We understand that ICAI may cancel the Selection Process at any time and that ICAI is neither bound to accept any proposal that it may receive nor to select the website/portal developer, without incurring any liability to the Applicants.
9. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees etc.
10. I/We agree and understand that the bid is subject to the provisions of the Tender document. In no case, shall I/we have any claim or right of whatsoever nature if the Work/ Project is not awarded to me/us or our proposal is not opened or rejected.
11. I/We have studied Tender and all other documents carefully and also surveyed the Project site. I/ We understand that I/ we shall have no claim, right or title arising out of any documents or information provided to me/ us by the ICAI or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of the Work/ Project.
12. I/ We understand that ICAI is not bound to accept any proposal received by it.
13. ICAI and its authorized representatives are hereby authorized to conduct any enquiry to verify the statements, documents and information submitted in connection with this application/offer and to seek clarification from our bankers and clients regarding any financial and technical aspect. This letter of application will also serve as authorization to any individual or authorized representative of any Institution referred to in the supporting information to provide such information as deemed necessary and as requested by ICAI to verify the statement and information provided in this application such as the resources, experience and competence of the applicant.

14. This application/ Bid is made/ submitted with full understanding that:

- a) Bids of applicants will be subject to the verification of all information submitted for appointment at the time of bidding.
- b) ICAI reserves the right to:
  - Amend the scope and
  - Reject or accept any Bid, cancel the appointment process and reject all Bids

15. The undersigned declares that the statements made and information provided in the duly completed Bid document along with the annexures, is complete, true and correct in every detail. It is further understood that furnishing of wrong or misleading or incomplete information or suppression of facts or canvassing in any form will lead to disqualification.

16. I/ We agree and undertake to abide by all the terms and conditions of the Tender Document.

Dated this [date / month / year]

Authorized Signatory (in full and initials):

Name and title of signatory:

Duly authorized to sign this Proposal for and on behalf of [Name of Respondent]

Name of Firm:

Address:

**Note: This will be enclosed in original along with Technical and Financial Bids.**



**Annexure I**  
**Declaration of Integrity and No Conflict of Interest**  
**(On the Letter Head of the Bidder)**

I/ We hereby declare that I/ We shall –

- a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process.
- b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
- c) Not indulge in any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process.
- d) Not misuse any information shared between the Procuring Entity i.e., ICAI and the Bidders with an intent to gain unfair advantage in the procurement process.
- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process.
- f) Not obstruct any investigation or audit of a procurement process
- g) Disclose conflict of interest, if any, and
- h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

**Conflict of Interest: -**

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Bidder may be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to,

- a) Have controlling partners/shareholders in common; or
- b) Receive or have received any direct or indirect subsidy from any of them.
- c) Have the same legal representatives for purposes of the Bid; or
- d) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder or influence the decisions of the Procuring Entity regarding the bidding process or
- e) The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid: or
- f) The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works of Services that are the subject of the Bid; or
- g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity i.e., ICAI as engineer-in-Charge/Consultant for the contract.

For an on behalf of

Signature (with seal)

Name of the Person

Designation

(Authorised Representative/Signatory)

**Annexure II**

**Declaration by the Bidder regarding Qualifications**

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

In relation to my/our Bid submitted to the Institute of Chartered Accountants of India for ..... in response to their RFP/ Tender No..... dated..... I/We hereby declare that:

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

Date:

(Signature of bidder)

Place:

Name

Designation Address

**Annexure III  
DECLARATION**

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

The Secretary,

.....,  
.....,  
.....,  
.....,

Madam/ Sir,

**Sub: Tender for .....**

In terms of the requirements of the R F P / Tender No.....dated.....we hereby undertakes as under:-

1. That we are not involved in any major litigation that may have an impact on compromising the delivery of services or affect in supplying the manpower services as required under this tender.
2. That we are not blacklisted by any Central/State Government/Public Sector Undertakings / Autonomous Bodies under Central/State Government/Multinational Companies or by any Other Organization during the last 5 years from today.
3. That we are registered with the appropriate Government under The Contract Labour (Regulation and Abolition) Act, 1970 and hold a valid license under the said Act.

(Signature of Authorized Person)

Name:

Designation:

Date:

Place:

Office Seal:

Witness with Signature:

**FORM - B: Technical Bid**

|     |  |         |                   |                                   |              |               |               |
|-----|--|---------|-------------------|-----------------------------------|--------------|---------------|---------------|
| 1 . | Name of Bidder                                       |         |                   |                                   |              |               |               |
| 2.  | Nature of incorporation of Bidder (Refer Section IV) |         |                   |                                   |              |               |               |
| 3.  | Date of Incorporation of Bidder                      |         |                   |                                   |              |               |               |
| 4.  | Contact Detail of Key Personnel                      | S. No.  | Name              | Address                           | Tel No.      | Mobile        | email         |
| 5.  | Key Staff Resources with the Bidder                  | Name    | Level             | Associated with Bidder since when |              | Qualification |               |
| 6.  | Turnover of Bidder(Enclose Audited Accounts)         | 2019-20 |                   | 2020-21                           | 2021-22      |               |               |
| 7.  | Details of clients for whom yearly PR &              | Name of | Contact person at |                                   | Value of Job |               | Nature of job |

|     |  |   |   |                                    |         |          |                          |
|-----|--|---|---|------------------------------------|---------|----------|--------------------------|
|     | related job exceeded Rs. 1 Crore during last 3 years.  | Client(s)   | client end and his level. Please give the email/ telephone no. of such contact person as well | 2019-20                            | 2020-21 | 2021-22  | Please give full details |
| 8.  | Bankers credibility certificate  | To be enclosed in a sealed envelope from the Bank and addressed to ICAI |   |                                    |         |          |                          |
| 9.  | Details of EMD Deposited (without EMD of Rs. 4 lakhs, the bids are liable for rejection)   |   |   |                                    |         |          |                          |
| 10. | Please indicate the network strength of the bidder throughout the country as per the format                                      | State   |   | Office Address with email & tel no |         | Manpower |                          |
| 11. | The Bidder shall enclose a 500 word document as to the their proposed strategy for handling PR resulting in ICAI Brand building. |   |   |                                    |         |          |                          |
| 12. | Whether signed and stamped copies of Section –III to VI of RFP have been attached as total acceptance to the terms stated in RFP |   |   |                                    |         |          |                          |

|     |  |  |
|-----|--|--|
| 13. | Whether Agency has Research, Creative, Media, Execution under one roof.  |  |
|     | Whether the Bidder is presently or was at any time in the past has been blacklisted by any of its client including but not limited to the Ministry, Govt. Department, Statutory Body, PSUs, Government Company, Banks, Financial Institutions, Educational Institution etc. in the last ..... years (starting from ..... to .....) |  |
|     | Whether the Bidder in the last ..... years (starting from ..... to .....) has ever withdrew itself from any Contract awarded to it by any of its client including but not limited to the Ministry, Govt. Department, Statutory Body, PSUs, Government Company, Banks, Financial Institutions, Educational Institution, etc.        |  |



|  |  |
|--|--|
| <p>Whether the Bank Guarantee submitted by the bidder has ever been invoked, for whatever reasons, by any of its client including but not limited to the Ministry, Govt. Department, Statutory Body, PSUs, Government Company, Banks, Financial Institutions, Educational Institution, etc. in the last ..... years (starting from ..... to .....)</p> |  |
|--|--|

Signature.....

Certified by, in the capacity of.....

Date.....

Place.....

**FORM - C**

**Financial Bid**

**PART I-Public Relations**

| <b>Work</b>  |  | <b>Monthly Retainership<br/>(in lacs) including GST</b> |  | <b>Remarks</b> |
|--|--|---|--|----------------|
| <b>National Public Relations</b>   |  |   |  |                |
| <b>National Public Relations<br/>(includes the below mentioned activities)</b> |  |   |  |                |
| <b>Sr. No.</b>   | <b>Activities</b>  | <b>Frequency in year</b>                                | <b>Inclusive in Retainership /<br/>Exclusive including GST</b> |                |
| <b>1</b>   | <b>Agenda Meetings</b>                                       | 12  |  |                |
|  | <b>Non Agenda Meetings</b>                                   | 6   |  |                |
| <b>2</b>   | <b>Opinion Pieces in National Print and Electronic Media</b> | 40  |  |                |
| <b>3</b>   | <b>Contributory Articles</b>                                 | 30  |  |                |
| <b>4</b>   | <b>ICAI quotes in National Print and Electronic Media</b>    | 40  |  |                |
| <b>5</b>   | <b>Interviews/Q &amp; A</b>                                  | 20  |  |                |
| <b>6</b>   | <b>Speaking</b>  | 24  |  |                |

|           |  |                  |  |  |
|-----------|--|------------------|--|--|
|           | <b>Engagements</b>   |                  |  |  |
| <b>7</b>  | <b>Press Releases (ICAI's viewpoint)</b>   | 32               |  |  |
|           | <b>Press Releases (Events Specific)</b>  | 10               |  |  |
| <b>8</b>  | <b>Press Meet (After Council Meetings)</b>   | 6                |  |  |
|           | <b>Press Meet (To address urgent issue causing negative effect on the image of ICAI)</b> | 6                |  |  |
| <b>9</b>  | <b>Media monitoring (Print, electronic &amp; digital)</b>                                | Daily Basis      |  |  |
| <b>11</b> | <b>Reputation Tracking of ICAI and CA Community</b>                                      | Daily Basis      |  |  |
| <b>10</b> | <b>Search Engine Optimization</b>  | Monthly Basis    |  |  |
| <b>11</b> | <b>Crisis Communication</b>  | As on need basis |  |  |

\*\*Please mention that the cost includes all the activities as mentioned in the Scope of Work prescribed in the RFP hosted by ICAI. Also, mention about any other cost that would be charged extra.