THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA (ICAI)

TENDER FOR
SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF
DUCTABLE AIR CONDITIONERS FOR OFFICES OF ICAI AT IP MARG, NEW DELHI

LAST DATE FOR SUBMISSION 18/02/2020
OF SEALED BIDS : upto 3.00 pm

TOTAL NUMBER OF PAGES : 1 TO 25
## INDEX

### PART – I

**Technical & Commercial Conditions**

<table>
<thead>
<tr>
<th>Description</th>
<th>Page Nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender Notice</td>
<td>3</td>
</tr>
<tr>
<td>Notice inviting Tender (Website)</td>
<td>4 - 6</td>
</tr>
<tr>
<td>Section – I : Instructions to Bidders</td>
<td>7 – 9</td>
</tr>
<tr>
<td>Section – II : Eligibility Criteria</td>
<td>10</td>
</tr>
<tr>
<td>Section – III : Scope of Work</td>
<td>11 – 12</td>
</tr>
<tr>
<td>Section – IV : General Conditions of Contract</td>
<td>13 – 19</td>
</tr>
<tr>
<td>Annexure–I : Submission of Information about the Tenderer</td>
<td>20-21</td>
</tr>
<tr>
<td>Annexure-II: Declaration Letter</td>
<td>22 – 23</td>
</tr>
</tbody>
</table>

### PART-II

**Financial Bid**

<table>
<thead>
<tr>
<th>Description</th>
<th>Page Nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule of Rates</td>
<td>24 – 25</td>
</tr>
</tbody>
</table>
TENDER NOTICE

Sealed tenders in prescribed format are invited from reputed air conditioner manufacturers / authorized sales and service dealers for supply, installation, testing and commissioning of Ductable ACs at offices of ICAI at Delhi. The last date for submission of tender documents is 18/02/2020 upto 3.00 pm. The detailed tender documents can be downloaded from the ICAI’s website i.e. www.icai.org.

DEPUTY SECRETARY (ADMIN.)
ICAI invites sealed tenders in a 2-bid system (Technical and Financial bids in two separate covers) from manufacturers/ authorized sales and service dealers for supply, installation, testing and commissioning of ductable ACs at offices of ICAI at IP Marg, New Delhi.

1. **Scope of Work**: Supply, installation, testing & commissioning of ductable ACs for offices of the ICAI at IP Marg, New Delhi

2. **Issue of blank tender**: Tender forms can be downloaded from the website of ICAI i.e. [www.icai.org](http://www.icai.org)

3. **Cost of tender**: Rs. 1,180/- (non-refundable) including GST in the form of Pay Order/ Demand Draft only in favour of ‘Secretary, The Institute of Chartered Accountants of India’ payable at New Delhi

4. **Earnest Money Deposit**: Earnest Money Deposit of Rs. 1,00,000/- (Rupees One Lakh only) shall be paid along with the sealed tender by way of demand draft only issued by a scheduled Bank in favour of ‘Secretary, The Institute of Chartered Accountants of India’ Payable at New Delhi

5. **Submission of Tender**: 18/02/2020 upto 3.00 pm. The tender complete in all respect may be sent to the Deputy Secretary (Admin.), The Institute of Chartered Accountants of India, ICAI Bhawan, I.P. Marg, New Delhi – 110002 through speed post or courier or may be dropped in the sealed tender box meant for “Tender for Supply, installation, testing & commissioning of ductable ACs for offices of the ICAI at Delhi” kept at
6. **Opening of Tender**: The Technical bids shall be opened on the last date of submission (or if not possible on that day, at a later date which will be intimated accordingly) in the presence of the authorized representative of the tenderers who choose to be present. The intimation regarding opening of Financial Bid will be hosted on the ICAI website. After evaluating the Technical Bids, the Financial Bids of successful bidders shall be opened on same day or any other date at the discretion of ICAI as notified even if bidders are not present. In the event, the specified date of bid opening is declared holiday for ICAI, the bid shall be opened on the next working day at the specified time and location.

7. **Validity**: Tender shall be valid for 90 Days for acceptance from the date of opening of financial bids.

8. **TDS (Income Tax)**: As applicable

9. **GST**: As applicable

10. **Completion Period**: 25-30 days after receipt of Purchase Order.

11. **Amount in words**: Bidder shall write amount in numbers and in words. In case of any discrepancy, amount in words shall be considered as final and binding on both parties.

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

13. **Stamp & Sign**: The Bidder shall Stamp & sign the
Tender in places indicated.

**Note:**

1. ICAI reserves all rights at any time to reject any tender / bid at any stage and/or time fully or partly the whole process and/or for particular Tenderer and also reserves all rights at any time to add, alter, modify, change, edit & delete any condition at any stage and/or time or vary all or any of these terms and conditions or replace fully or partly for whole process and/or for particular Tenderer or vary all or any of these terms and conditions or replace without assigning any reasons whatsoever. In this regard, the decision of ICAI shall be final and binding on all the participating bidders.

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

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

4. ICAI or its representatives shall not entertain any Tenderer during the period of the selection of Vendor.

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

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

7. In case of change/amendment in any of the condition(s) of the Tender, ICAI may issue corrigendum to this tender by notifying the same at www.icai.org.

8. ICAI reserves the right to award contract in full or in part to one or more bidder location wise without assigning any reason, whatsoever.

9. ICAI also reserves the right not to accept the lowest bid.
SECTION – I

INSTRUCTIONS TO BIDDERS

1. Sealed bids are invited under two bids system directly from the manufacturers/ authorized sales and service providers. Tender form can be downloaded from the website of the ICAI i.e. www.icai.org. The cost of tender document i.e., Rs. 1,180/- (Rupees One Thousand One Hundred and Eighty Only) including GST (non-refundable) in the form of Demand Draft only from any scheduled bank drawn in favour of The Secretary, the Institute of Chartered Accountants of India’ payable at New Delhi is to be submitted along with the Bid. The non-submission of cost of tender form may lead to rejection of the bid.

2. SUBMISSION OF BID

2.1 Tenderer shall go through the tender documents carefully. The Techno-Financial bid shall be placed in two separate sealed envelopes clearly mentioning as “Technical Bid” and “Financial Bid” on the respective envelope and both the sealed envelopes to be placed in a third envelope superscribing as “Tender for Supply, installation, testing & commissioning of ACs for offices of the ICAI at Delhi”. Initially, the Technical Bid will only be opened. Only after the EMD and other required documents are found in order, the financial bid will be opened. The Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One Lakh only) in the form of Demand Draft drawn in favour of The Secretary, the Institute of Chartered Accountants of India” payable at New Delhi is to be submitted along with the Technical bid.

(A) First envelope shall have title ‘Technical Bid’ and would contain the following:

1. D.D. of prescribed amount for Earnest Money Deposit as specified.
2. D.D. for Rs. 1,180/- including GST against the cost of tender form.
3. Copy of the Registration of the Tenderer with the concerned authorities.
4. Attested Copy of PAN.
5. Complete tender document duly signed & sealed.

(B) The second envelope shall contain ONLY THE FINANCIAL BID & rates offered in unambiguous manner in the prescribed Schedule of Rates.

2.2 Bid received in a “sealed cover only” shall be accepted up to 3:00 pm on 18/02/2020. The sealed envelope containing the Bid documents addressed to the Deputy Secretary (Admin.), the Institute of Chartered Accountants of India, ICAI Bhawan, Indraprastha Marg, New Delhi – 110002 may be dropped in sealed tender box kept at the Ground Floor.
of Annex building of the Institute at ICAI Bhawan, Indraprastha Marg, New Delhi – 110002. Alternatively, Tenderers may send the duly filled in Bid through Registered Post with Acknowledgement Due or Speed Post or through courier. Bids received late i.e. after the expiry of the closing time shall not be entertained.

2.3 Submission of tender shall bind the tenderer to accept all conditions specified in the tender documents.

2.4 ICAI reserves the right to waive any formalities thereof without assigning any reason whatsoever and does not bind it to accept the lowest bid.

2.5 Finalization of any bid is the sole discretion of the ICAI. ICAI reserves the right to cancel, reject the whole tender process without assigning any reasons.

2.6 The work may be awarded to more than one bidder on the lowest rate approved by the competent authority of the ICAI to have better service/ options.

2.6 Tender without the prescribed EMD shall be summarily rejected.

2.7 Rate shall be quoted in rupees (both in figures and in words) and no amendment of quoted rates in “Rate schedule” shall be permitted after opening of the tender.

2.8 The tender document is non-transferable.

2.9 Conditional tenders shall be rejected.

3. DOCUMENTS TO BE SUBMITTED

The following self attested documents must accompany the tender documents:

a) Copy of certificate of registration of the firm / organization.

b) Copy of latest GST registration number.

c) Copy of Permanent Account Number (PAN)

d) D.D. of prescribed amount for Earnest Money as specified.

e) D. D. of Rs. 1,180/- including GST against the cost of tender form.

The details of inputs /information required to be submitted by the bidder are as per the Annexure (I).
The details of current /previous clients are to be submitted as per the following format:

(i) Details of Major Current clients
(ii) Name of the company /organization /office
(iii) Contact person with telephone number and Email Ids
(iv) Contract Period
(v) Copy of contract/ agreement/ experience certificate to be enclosed
(vi) Details of Major Previous clients

4. In case of failure in submitting EMD in the prescribed manner and the documents enumerated above, the financial bid shall not be opened and the tender shall be summarily rejected.

5. SIGNING OF TENDER

(i) The Tender shall contain the name, place of business and other prescribed details of the person(s) making the Tender and shall be sent by the Tenderer under his signature. Partnership firms shall furnish full names of all the partners and shall annex a copy of the Partnership Deed with the Tender. It shall be signed in the partnership name by all the partners or by duly authorised representative followed by the name and designation of the person signing. Tender by body corporate shall be signed in the name of body corporate by a person duly authorised to do so by a Board Resolution, certified copy whereof should be enclosed with the bid.

(ii) All the pages/documents of the Tender should bear the signature of the bidder with date. All the entries made by the bidder should be in one ink & legibly written. Any over-writing, corrections & cuttings should bear dated initials of the bidder. Corrections should be made by writing again instead of shaping or over-writing.

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

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

(v) If there is discrepancy between unit price and total price that is obtained by multiplying the unit price with the quantity, Unit price shall prevail, and total price shall be corrected. If the bidder does not accept the correction of the errors, its bid will be rejected.
SECTION - II

ELIGIBILITY CRITERIA

The Bidder shall meet the following eligibility criteria:

1. This invitation to respond is open to proprietorship/ partnership firms/ companies which are engaged in the business of supply, installation, testing and commissioning of ductable ACs. The bidder should be an Indian registered Company/ Firm/ Agency.

2. Bidders who have sufficient experience of having successfully carried out similar works in Government Offices/Residential buildings/Office buildings/Pvt. buildings during the last three years are eligible to participate in the bidding. Supporting documents may be provided.

3. Bidder should be registered with Tax authorities and other required authorities / departments, as applicable for the trade.

4. The Bidder shall be an IT assessee and should have filed Income Tax Return for last three financial Years (certified copy of latest returns should be attached as documentary evidence with the technical proposal).

5. The bidder should have an average turnover of at least Rs. 75 Lakhs (Rupees Seventy Five Lakhs only) during last three financial years i.e. 2018-19, 2017-18, and 2016-17.

Note: Attested Documentary proof in support of each of the above relevant criteria should be attached with the technical bid.
SECTION-III

SCOPE OF WORK

The quoted rates should be inclusive of all expenses related to the work but exclusive of GST and other applicable taxes related to the below mentioned scope of work:

1. The details of ACs and the locations where the ACs are to be supplied & installed are as under:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Location</th>
<th>Total No. of ACs</th>
<th>Preferable make, brand and model</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>ICAI (different floors of main and annex building) ICAI Bhawan IP Marg, New Delhi – 110 002</td>
<td>1. Cassette AC (3 Star) (a) 3.0 TR - 05 Nos. 2. Ductable ACs (3 Star) (a) 5.5 TR - 04 Nos. (b) 8.0 TR - 05 Nos. (c) 8.5 TR - 04 Nos.</td>
<td>Latest models of Blue Star/ Daikin/ Carrier/ Voltas available in the market having compulsory features like dust filter, air purifier, de-humidifier, air flow rate (CFM): 700, equipped with additional PM 2.5 filter which improves the quality of air by filtering PM 2.5 and other air pollutants upto some extent and noise level less than 48 db</td>
</tr>
<tr>
<td>(c)</td>
<td>Compressor</td>
<td>Micro processor based control panel</td>
<td></td>
</tr>
<tr>
<td>(d)</td>
<td>Coil</td>
<td>• Copper</td>
<td></td>
</tr>
<tr>
<td>(e)</td>
<td>Others</td>
<td>• With MCB &amp; Top</td>
<td></td>
</tr>
</tbody>
</table>

2. The above scope of work is with complete supply and installation of ductable units upto the satisfaction of ICAI which also includes below work:
   (a) Dismantling of existing ductable split outdoor/ indoor units along with lifting and shifting of new unit upto the desired location with the help of heavy labour or hydra.
   (b) Installation, testing and commissioning of air-cooled ductable split along with vaccumising refrigerant charging of ductable unit.
   (c) Providing & fixing of hard copper refrigerant piping along with insulation.
(d) Modification of existing duct to connect the new machine in existing duct.
(e) Providing & fixing of fire retardant canvass connection.
(f) Providing & fixing of drier filter for ductable units.
(g) Providing & fixing of expansion value for ductable units.

3. The bidder is advised to visit on any working day from 10.00 AM to 5 PM at above location to inspect and submit their offer accordingly.

4. The prospective bidder may get themselves well versed with the site condition. The scope of work includes masonry work, fabrication, fixing and painting. The bidder should be well versed with all the activity and should have specialized team of workers for the same.

5. Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at its own cost all materials, tools and plants, facilities for workers and all other services required for the execution of the work unless otherwise specifically provided for in the contract documents. Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of the work to be done and local conditions and other factors having a bearing on the execution of the work.

6. All repairs and patch work shall be neatly carried out to match with the original finish and to the entire satisfaction of ICAI.

7. ACs to be supplied shall have **Copper** Evaporator & Condenser coils.

8. Evaporator & Condenser coils fins should have formal portative coating (blue coating).

9. Supply of Suitable powder coated MS /GI stands for outdoor unit fixing along with hardware like cadmium coated/GI/SS is in vendor scope.

10. Installation of suitable length drain pipe is in vendor scope of supply.

11. Two years warranty shall be given to the AC’s supplied along with three dry and one wet free servicing per annum. In case of any brake down necessary repair works / rectification to be done with-in 15 days period.

12. 5 Years warranty for split AC compressors shall be given.

13. Air –conditioner should have **ECO** friendly Refrigerant gas **R410A**.

14. Time period for installation & Commissioning of AC’s will be 25-30 days after receipt of Purchase Order.

15. Accessories required for fixing of stands in-door and out-door unit will be in scope of Vendor.

16. Commissioning report shall be duly signed by Vendor’s representative & ICAI official.

17. Delivery to be based on instruction of ICAI official.

18. After successful completion of 2 years defect liability period/ AMC period, also quote for next 3 years AMC.
SECTION-IV

GENERAL CONDITIONS OF CONTRACT (GCC)

1. EARNEST MONEY AND PERFORMANCE SECURITY AMOUNT

1.1 A sum of Rs. 1,00,000/- (Rupees One Lakh only) has to be deposited as earnest money deposit in the form of the demand draft drawn on any Nationalized/Scheduled Bank drawn in favour of 'The Secretary, the Institute of Chartered Accountants of India', payable at New Delhi in original with the Tender. EMD is to be submitted by all bidders including those who are registered under MSME.

1.2 The EMD of unsuccessful bidder shall be returned only after finalization of the tender process. The EMD of successful bidder shall be converted into performance security deposit and shall be retained for the entire period of contract. In addition to the above, the successful bidder shall be required to deposit an amount equal to 5% of the tendered value of the contract having validity for a period of 15 months as performance security within the seven days from the receipt of the letter of intent.

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

   a. The successful bidder withdraws its/his offer during the period of tender validity (The offer shall be valid for a minimum period of 90 days from the date of opening of financial Bid).
   b. The successful bidder refuses/fails to execute the Agreement or furnish the Performance Security.
   c. The successful bidder fails to honour the contract or refuses to comply with any or all terms and conditions of the contract.

1.4 No interest shall be paid on the amount of Earnest Money and Performance Security.

2. The successful bidder is required to execute the agreement on a non-judicial stamp paper within the time specified in the LOI.

3. The bidders are advised to visit the site of works to apprise themselves about the existing conditions. This will enable them to quote for the work taking all the terms and conditions into consideration.

4. No material/equipment will be supplied by the Institute. The contractor has to arrange all the material/equipment for completion of the work.

5. The work is to be carried out in running office; the contractor should plan the execution in such a way that work of office is not disturbed.
6. **Work Completion**

The work shall be completely within 25-30 days after receipt of Purchase Order.

7. **PAYMENT**

7.1 The payment will be made only after successful installation and commissioning and satisfactory report by concerned ICAI officials within 30 working days from the date of receipt of Contractor's bill, if found in order with all supporting documents, warranty letter, etc.. No advance payment will be made.

7.2 All payments to the CONTRACTOR shall be subject to deduction of Income tax at Source as per section 194(c) of Income Tax Act and other deductions as per contract.

7.3 All interim payments shall be treated as advance payments. On completion of the entire work, the Contractor shall submit his final bill.

7.4 No further claims shall be made by the CONTRACTOR after submission of a final bill, and other claims if at all, shall be deemed to have been waived and extinguished with his free consent.

8. **MOBILISATION ADVANCE**

8.1 ICAI, if requested for, will make an advance loan to the Contractor for the costs of mobilization in respect of the works in a lump sum amount equivalent to 10% of the Contract price. The Payment of the mobilization advance loan will be due after;
   i) Execution of the Agreement by the parties thereto,
   ii) Provision by the Contractor of the Performance Security
   iii) Provision by the Contractor of a bank guarantee equivalent to 110% of advance amount, valid till three months after the Completion Period of contract, issued by a Nationalized Indian Bank. The bank guarantee shall remain effective until the advance loan has been completely repaid by the Contractor out of current earnings under the Contract and certified accordingly by the officials of ICAI.

8.2 Unless otherwise agreed, the advance loan shall be repaid from 1st bill only.

9. **RETENTION MONEY**

Five percent (5 %) of Contract Value will be deducted from each RA bill towards Retention Money. Alternately, Contractor can submit Bank Guarantee for equivalent amount before payment of RA bill. 50% of this Retention Money shall be paid back by ICAI within 30 days of
issuing of Final Bill and balance of the Retention money shall be released after completion of Defect Liability period of Two Year on this amount. No interest will be paid on this amount.

10. **PRICE VALIDITY**

Rates quoted by the bidder shall remain valid for 90 days from the date of opening of financial bids of the tender. However, ICAI reserves the right to review the rates in case of need, market exigency or otherwise.

11. **COMPLIANCE OF LAWS**

The Bidder shall be responsible for compliance with all central, state laws, rules/regulations / byelaws and orders of the local authorities, Regulatory bodies and statutory bodies as may be in force from time to time during the contract period.

12. The Vendor shall not assign the contract or any part thereof without the prior written consent of the ICAI. Such consent even if provided shall not relieve the Vendor from any liability or any obligation under the contract.

13. **ARBITRATION:**

That in the event of any question, dispute or differences arising out of or in connection with any of the terms and conditions of the Tender document or the Agreement arising thereunder, in the first instance, the parties hereto shall try to resolve the same by mutual consultation, failing which the same shall be referred to the sole arbitrator to be appointed mutually by the parties. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. Arbitration proceedings shall be held at Delhi and the language of the arbitration proceeding shall be 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 therefor.

14. **JURISDICTION**

Subject to the arbitration clause contained herein above, any dispute between the parties arising out/or in connection with of the Tender/contract shall be subject to the exclusive jurisdiction of the Courts at Delhi only.

15. **INDEMNITY**

The Vendor shall, at all times, indemnify the ICAI and shall keep it indemnified against all actions, suits and proceedings and any costs,
charges, expenses, loss or damages incurred, caused to/ sustained by ICAI by reason of any default or breach or lapse or negligence or non-observance of any rules, regulations, laws, bye-laws etc. or non-performance or any non payment by / on behalf of the Agency.

16. WARRANTY

All Air conditioners shall be under on-site comprehensive warranty for a period of two years, however, the warranty for compressor shall be of five (5) years from the date of completion of supply and successful installation/commissioning thereof. The Contractor shall provide the supporting Manufacturer Authorisation Form (MAF). The warranty would be applicable from the date of completion of supply of Air conditioners, its successful installation/Commissioning and acceptance by the authorised user. During warranty period, besides service/maintenance, the Contractor shall stock all spares parts for smooth functioning of the Air conditioners. The Contractor shall provide support for all supplied items at all the locations. In case of defective parts, the replacement has to be of same brand.

19. RESERVATION CLAUSE

ICAI reserves the right to add, enhance, modify, amend or omit any item of the scope of work depending on the changing requirements. The decision of ICAI shall be final and binding in regard thereto and the Contractor shall not be entitled to claim any compensation other than the admissible rates provided for in the contract or otherwise mutually agreed upon for such additions, alternations, modifications, variation, omissions etc.

20. The cost/expenses incurred in preparing & submission of this Tender shall be exclusively borne by the Tenderers only.

21. No material shall be provided by ICAI.

22. Tenderers are requested to fill in rate and amount by hand both in figures as well as in words and submit hard copies of Financial Bids.

   i) Where there is discrepancy between the unit rates and amounts in figures and in words, the rate and amount in words shall prevail and;
   ii) Where there is discrepancy between the unit rate and total amount derived from multiplication of the unit rate and the quantity, the unit rate as quoted shall govern.
   (iii) All rates shall be quoted on the tender form provided in the Bill of Quantities. In case CONTRACTOR misses to quote rate for any item, the rate for that particular item shall be treated as ‘Zero’ and CONTRACTOR would be bound to execute that item without any payment limited to quantity mentioned in the BOQ at the time of tendering.
22. The Tenderer shall fill in the rates and amount both in figures as well as in words. The amount for each item should be worked out and totaled.
   (i) The rates, amounts and all other entries in the Tender documents shall be written by hand in ink only.
   (ii) All corrections should be attested by the Tenderer with his dated initials as many times as the corrections occur.
   (iii) Any tender with unattested overwriting or corrections is liable to be rejected.
   (iv) Arithmetical errors in filling the rate and amount will be incorporated as follows:
       • While filling the rates the rate in words will supersede the numerical rate.
       • Totaling of amount will be corrected clearly on the basis of arithmetical rules.
       • In case of error in totaling, rate given in words will prevail and tender value will be corrected accordingly.

23. The CONTRACTOR is bound by the rates; he quotes for the various items irrespective of quantities mentioned in the tender. No revision in rates will be allowed due to variation, alteration, omissions, modifications of the quantities put to tender.

24. If the contractor fails to quote rate for any particular item in the tender, the rate for that particular item will be treated as zero and contractor shall be liable to execute that item at zero rate, for a quantity limited up to the quantity given in the tender.

25. If the contractor quotes different rates for same item at different places, then lowest rate will be considered for all the purposes.

26. The quoted rates shall be for all heights, lifts, leads and depth except where otherwise specified in the item of work. Quoted rates shall include all materials & provision of all scaffolding, hoists, tools and tackles and other plants, shuttering profiles and all other equipments/materials required for proper execution of the work.

27. The rates quoted by the Tenderer shall cover the cost of all loading, transporting to site, unloading, sorting under covers as required, assembling or joining the several parts together as necessary and incorporating or fixing materials in the work including all preparatory work or whatsoever description as may be required and of closing, preparing, loading, returning empty cases of containers to the place of issue.

28. The contract shall include all labour, materials, tools plant equipment and transport which may be required for, the full and entire execution and completion of the works and shall unless otherwise stated, include wastage and materials, carriage and cartage, carrying of empties, hoisting, setting, fitting and fixing in position, testing and commissioning of aforesaid work in accordance with good Engineering practice and recognized principles.
29. Rates shall be inclusive of all taxes, octroi, toll, works contract tax, labor cess, labor insurance, royalties or any other new taxes or levies etc. and shall be payable by the CONTRACTOR. The EMPLOYER will not entertain any claim whatsoever in this respect. However GST will be extra as applicable.

30. EMERGENCY WORK:- Emergency works means, any urgent measures which, in the opinion of the EMPLOYER, become necessary during the progress of the works to obviate any risk of accident or failure or which become necessary for security, or rectification to essential services during the defects liability period. If any Emergency works become necessary and the CONTRACTOR is unable or unwilling at once to carry them out, the EMPLOYER will get these works carried out by any other agency at the Risk and cost of Contractor. All expenses incurred on these works shall be recoverable from the CONTRACTOR, and if necessary be set off against any sum payable to him under this contract.

If the EMPLOYER feels that the sub-contractors appointed by the CONTRACTOR is not competent enough to carry out the work of that package awarded to him, the EMPLOYER reserves the right to entrust that particular work to another CONTRACTOR selected by the EMPLOYER. However, the new subcontractor will work under the supervision of the main CONTRACTOR only.

The payments for the work done by the sub-contractor selected by the EMPLOYER will be made directly to the sub-contractor by the EMPLOYER.

31. Materials required for the works, whether brought by the CONTRACTOR or supplied by the EMPLOYER shall be stored by the Contractor only at places approved by the EMPLOYER, storage and safe custody of materials shall be at the risk and the responsibility of the CONTRACTOR. The CONTRACTOR shall be liable for any loss or damage to such materials due to the neglect, theft or fire and shall make the loss good at his cost and expense.

32. RECOVERY FROM CONTRACTOR:-

(a) Whenever any claim for payment of a sum of money arises(s) out under this contract against the CONTRACTOR the CONTRACTOR shall on demand make the payment of the same or agree for effecting adjustment from any amounts due to him by the EMPLOYER. If , however, he refuses or neglects to make the payments on demand or does not agree for effecting adjustment from any amount due to him, the EMPLOYER shall be entitled to withhold an amount not exceeding the amount of claim(s), from any sum then due or which at any time thereafter may become due to the CONTRACTOR under this or any other contract with the EMPLOYER or from the Contractor's Retention Money and retain the same by way of lien till such time, payment is made by the CONTRACTOR or till the claim(s) is/are settled or adjusted.
(b) It is an agreed condition of this contract that the sum of money(s) withheld or retained as and by way of lien under this condition by the EMPLOYER, will be kept, withheld or retained as such by the EMPLOYER, till the claims arising out of or under/this contract is settled or adjusted and that the CONTRACTOR will have no claim for interest or damages whatsoever on any account in respect of such sum so withheld.

33. NUISANCE:- The CONTRACTOR will not at any time do, cause or permit any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to the EMPLOYER, tenants or occupiers of other properties near the site and to the public generally. The CONTRACTOR is completely responsible to ensure the safety and convenience of all concerned and at his own cost.
## ANNEXURE – I

Details of Information to be provided by the tenderer

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Items</th>
<th>Information /inputs to be filled by the tenderer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>Name and address of the contractor</strong>, telephone number, fax, mobile number, email address</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td><strong>Type of organization</strong> (Whether proprietorship, partnership, private limited, limited company)</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td><strong>Name and address</strong> of the directors/proprietor/partners</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Year of formation of the company/experience as agency</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td><strong>Nature of business</strong> carried by the company</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td><strong>GST No. and PAN number</strong></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Annual turnover during last three financial years i.e.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2018-19,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2017-18,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2016-17</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Number of Years’ experience in supply and installation of Split/window/tower ACs</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Tender Fee Payment Details</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>EMD Payment Details</td>
<td></td>
</tr>
</tbody>
</table>
11. Persons authorized by the company to execute documents on its behalf, with ICAI

12. Number of Similar works executed in last three years

   Attach copies of work order/agreement of similar works carried out

**Undertaking:**

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

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

Signature of the authorized signatory of the agency

Official seal/ stamp

Date:

Place:
ANNEXURE-II

Declaration from the Tenderer

Date...................
From: .......................................................... .......................................................... .......................................................... ..........................................................
To, .......................................................... .......................................................... .......................................................... ..........................................................

Dear Sir,

Having examined the Tender Documents for supply, installation, testing & commissioning of ductable ACs for ITT labs/offices of the ICAI at Delhi, consisting of Notice Inviting Tender(s), Instructions to Tenderer(s), General Conditions governing Tender, Scope of work and having understood the provisions of the said tender documents, having thoroughly studied the requirements of ACs, I/We hereby submit my/our offer in accordance with the terms and conditions and within the time mentioned in the Tender Documents at the price quoted by me/us in the Financial Bid being submitted separately duly signed in a sealed cover as required along with Technical bid.

I/We have enclosed with this tender duly signed the following along with the required documents:
1. Technical Bid and
2. Financial Bid

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

I/We, in terms of provision of tender conditions, hereby enclose a Demand Draft No...............dated.............for Rs.1,00,000/- (Rupees One Lakh only) in favour of ICAI against Earnest Money Deposit.
I/We further confirm having enclosed herewith a Demand Draft No.............dated..........for Rs. 1,180/-(Rupees One Thousand One Hundred and Eighty only) including GST in favour of ICAI against the cost of Tender Form.

I/We further note that ICAI can amend/alter/ modify the conditions in its discretion. I/ We also agree that the ICAI reserves the right to cancel the entire process of tender without assigning any reason.

I/We hereby accept all the terms and conditions of the Tender Document.

Yours faithfully,

Signature(s) of the Tenderer(s)

Name and Designation of authorized Person  
Signing the Tender on behalf of the Tenderer(s)

Full Name and Address of the Tenderer(s)
Tenderers are requested to fill in rate and amount by hand both in figures as well as in words and submit hard copies of Financial Bids.

(A) For Supply, installation, testing and commissioning of AC

1. The Bidder shall quote their rates as per the following format:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Qty.</th>
<th>Make</th>
<th>Rate (Rs.)</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>3.0 TR 3 Star Cassette AC</td>
<td>05 Nos.</td>
<td>• Daikin</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Voltas</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Blue Star</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Carrier</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Ductable AC (3 Star)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(a)</td>
<td>5.5 TR</td>
<td>04 Nos.</td>
<td>• Daikin</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Voltas</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Blue Star</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Carrier</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b)</td>
<td>8.0 TR</td>
<td>05 Nos.</td>
<td>• Daikin</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Voltas</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Blue Star</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Carrier</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c)</td>
<td>8.5 TR</td>
<td>04 Nos.</td>
<td>• Daikin</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Voltas</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Blue Star</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Carrier</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Rate to be quoted for extra item if required after standard installation kit

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Rate (Rs.)</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.</td>
<td>SAC Copper</td>
<td>Per mtr.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Drain PVC</td>
<td>Per mtr.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Cabling Work</td>
<td>Per mtr.</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>MS Stand Normal</td>
<td>Each</td>
<td></td>
</tr>
</tbody>
</table>
8. MS tray Each Only Rate to be mentioned
9. Vacuuming charges Per AC
10. Dismantle charges Per AC
11. Transportation Lump-sum
12. Buy back offer Per AC
(a) Cassette AC 3.0 TR
(b) Ductable AC
  • 5.5 TR
  • 8.0 TR
  • 8.5 TR

2. Except the rates and amount, the bidder should not write any conditions or make any changes, additions, alterations and modifications in this format of schedule of rates. Bidders who are desirous to offer rebate, the same should be brought out separately in the covering letter and submitted along with the tender.

3. Prices quoted should be exclusive of GST and all other applicable taxes but should be inclusive of following:
   (i) Transportation
   (ii) Working at any heights/floors
   (iii) Safety norms
   (iv) Scaffolding if required
   (v) Any Octroi/toll/loading /unloading charges, etc.

(B) For AMC of ACs

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Year</th>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>1&lt;sup&gt;st&lt;/sup&gt; year</td>
<td>Free</td>
<td>--</td>
</tr>
<tr>
<td>2.</td>
<td>2&lt;sup&gt;nd&lt;/sup&gt; year</td>
<td>Free</td>
<td>--</td>
</tr>
<tr>
<td>3.</td>
<td>3&lt;sup&gt;rd&lt;/sup&gt; year</td>
<td>% of contract value or lump sum basis per ton</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>4&lt;sup&gt;th&lt;/sup&gt; year</td>
<td>-do-</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>5&lt;sup&gt;th&lt;/sup&gt; year</td>
<td>-do-</td>
<td></td>
</tr>
</tbody>
</table>

However, the AMC will be paid quarterly.

Signature of the authorized signatory of the agency

Date: 

Official seal/stamp

Place: