



**THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA
(ICAI)**

Tender For

Appointment of Contractor for Supplying and Installation & Commissioning 8 Units 8.5 TR Condensing Unit, Supply installation of expansion valve along with modification of copper pipe, nitrogen pressure testing, Repair of electrical panel along with rewiring and replacement of faulty component & Overhauling of AHU with painting inside structure coil wash and repairing, if required etc., for AC work at ICAI Bhawan, Indore.

PART – I : TECHNICAL BID

Issued To:-

M/s.

Address

Tel. No.

Name of the Person

Signing the Tender

Mobile No.

E-mail ID

LAST DATE FOR SUBMISSION OF SEALED TENDERS : 10th March 2023 at 2.00 PM

TOTAL NUMBER OF PAGES : 1 to 37

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NIT Ref NO.

Part-I

Technical & Financial Bid

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Important Clarifications

Some terms have been used in the document interchangeably for the meaning as mentioned below:

- (i) "Assignment /Job" means the work to be performed by the Contractor pursuant to the contract.
- (ii) 'Bid' may be interchangeably referred to as 'Offer'.
- (iii) Bidder/ Applicant/ Contractor" means the eligible entity or firm who is submitting its proposal for providing services to ICAI.
- (iv) "Contract" means the appointment letter /contract signed by the parties and all the attached documents and the appendices.
- (v) "Day" means calendar day.
- (vi) "Institute" - unless the context otherwise requires, the term "Institute" wherever used in this document, shall mean "The Institute of Chartered Accountants of India" or "ICAI".
- (vii) "Parties"- party or parties means ICAI or Bidder / Successful Bidder / Contractor or both as the case may be.
- (viii) "Partner" means a professional sharing profit in the firm/ LLP as defined under Partnership Act and/ or Limited Liability Partnership Act.
- (ix) "Personnel/ Professional" means full time staff who is well- qualified to provide the Consultancy for Audio Video and on the payroll of the bidder.
- (x) "Proposal/ Bid" means the Technical Proposal and the Financial Proposal.
- (xi) 'RFP' or 'Tender Document' means the Request for Proposal document.
- (xii) 'Service Provider' refers to the successful bidder who provides the services to the ICAI after the contract is awarded by the ICAI, also abbreviated as 'SP'.
- (xiii) 'Successful Bidder' refers to the bidder who gets selected by the ICAI after completion of evaluation process.

SECTION-I IMPORTANT INSTRUCTIONS

1. PROPOSED Tender Document for appointment of Contractor for Supplying and Installation & Commissioning of 8 units 8.5 Ton each condensing unit, Supply installation of expansion valve along with modification of copper pipe, nitrogen pressure testing, Repair of Electrical panel along with rewiring and replacement of faulty component & Overhauling of AHU with painting inside structure, coil washing and repairing, if required etc. for AC Work at ICAI Bhawan, Plot No. 19-B, CA Street, Scheme No. 78, Part-2, Indore – 452010.

1. The application form, the eligibility criteria and the detailed time schedule is available in the "Tender/EOI" section on ICAI's web site **www.icaai.org** and indore-icaai.org.

2. This Request for Proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling ICAI to select for Contractor for providing AC Work at ICAI Bhawan, 19-B, CA Street, Scheme No. 78, Part-2, Indore 452010. The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between ICAI and any Successful Bidder as identified by ICAI, after full completion of the selection process.

3. All costs and expenses incurred by the Successful Bidder in any way associated with the development, preparation, and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by ICAI, shall be borne entirely and exclusively by the Successful Bidder.

4. Intending applicants are required to submit their full biodata giving details about their organization, experience, technical personnel in their organization, spare capacity, proven competence to handle major works of good repute, in-house computer aided design facilities etc.in the enclosed Formats.

5. Bids received after the stipulated date and time shall not be entertained. ICAI shall not be liable for any postal delays whatsoever and Bids received after the stipulated time and/ or date shall liable to be rejected summarily without giving any reason thereof.

6. Any form of canvassing/ lobbying/ influence/ query or request regarding short listing, status etc.shall result in a disqualification.

7. The ICAI reserves the right to reject any or all the applications without assigning any reasons whatsoever.

8. The amount quoted shall be inclusive of visit, transportation, stay, boarding/lodging charges etc.

9. Before submitting application, the Applicant is advised to visit, **ICAI Bhawan, 19-B, Scheme No. 78, Part-2, Indore - 452010** on any working day between (10.30 AM to 5.30 PM) to see and assess the existing condition along with Quantum and Nature of works to be executed. Later on, any excuse in this regard, shall not be accepted.

10. The scale of Amount payable for "Appointment of Contractor for AC Work at ICAI Bhawan, **19-B, Scheme No. 78, Part-2, Indore - 452010**" shall include all the works mentioned in the Scope of Work.

11. Applications containing false and/or incomplete information are liable to be summarily rejected. The ICAI reserves its right to obtain the Confidential Reports from the clients of the applicants and inspect the works to verify the various details and the credentials furnished by the Applicant.
12. The decision of the ICAI in regard to selection of the Contractor for AC Work shall be final. The ICAI shall not bound to assign any reasons thereof.
13. The fee shall be firm and fixed during the period of contract and no escalation or increase in fees of whatsoever degree or nature shall be allowed.
14. **VALIDITY PERIOD** - The Bid shall be kept valid for a period of 90 days from the date of opening of Tender.. The overall offer including key personnel proposed for the assignment and bidders quoted prices shall remain unchanged during the period of validity. In case the Bidder withdraws, modifies or changes his offer during validity period, the Earnest Money Deposit paid by him shall be forfeited forthwith, without assigning any reason thereof.
15. The Bidder shall write amount in numbers as well as in words. In case of any discrepancy between the amounts mentioned in figures and words, amount written in words shall be considered as final and binding on both parties.
16. For any queries or clarification, the applicants may contact ICAI Bhawan, **Scheme No.78, Part-2, Indore - 452010** on any working day between (10.30 AM to 5.30 PM) at Phone No. 9303813511 or email at indore@icai.in.
17. The Institute of Chartered Accountants of India reserves all rights at any time to reject any or all tender/ Bid at any stage and/or time, fully or partly for whole process and/or for particular Bidder and also reserves all rights at any time to add, alter, modify, change, edit & delete any item and/or condition at any stage and/or time or vary all or any of these terms and condition or replace fully and/or partly for whole process and/or for particular Bidder or vary all or any of these terms and conditions or replace without assigning any reasons whatsoever. In this regard, the decision of the Institute shall be final and binding on all the bidders.
18. ICAI or its representatives shall not entertain any Bidder during the period of the selection of Successful Bidder/ Service Provider is in process.
19. In no case, the request of Bidder for change or modification in any of the terms and conditions related to this Tender Document shall be entertained. Further, Tender/RFP bearing any condition shall be summarily rejected.

2 AMENDMENT OF TENDER DOCUMENT

- a. ICAI may, for any reason whether at its own initiative or in response to the clarification requested by the prospective Bidder, issue amendment in the form of addendum / corrigendum during the Bidding period and subsequent to receiving the bids.
- b. Any addendum / corrigendum thus issued shall become part of Tender document and the Bidder shall submit 'original' addendum/corrigendum duly signed and stamped in token of his acceptance.

- c. For addendum issued during the Bidding period, Successful Bidder shall consider the impact in his Bid. For addendum issued subsequent to receiving the Bids, Successful Bidder shall follow the instructions issued along with addendum with regard to submission of impact on quoted price / revised price, if any.

3. DOCUMENTS COMPRISING THE BID

ICAI intends to fully evaluate the Technical and Financial submissions, therefore, Bidder is advised to furnish the complete and correct information required for evaluation of his Bid in given format only. If the information / documentation forming basis of evaluation is found incomplete/ Incorrect, the same may be considered adequate ground for rejection of the bid. The Bidder shall arrange his bid in the following order:

I. PART-I TECHNICAL PART (BID)

Technical Part shall comprise of the attachments, specifying attachment number arranged in the order as follows:

- a) Submission of Declaration letter along with Tender Document and Appendix to General Condition duly signed and sealed, on the letter-head of Tenderer, Demand Draft against the cost of Earnest Money Deposit and its details.
- b) Power of Attorney, Authorization letter, Board Resolution etc., as the case may be, in favour of authorized signatory of the Successful Bidder.
- c) Organization details:
 - In case of a proprietorship firm, the name and address of proprietor, and attested copy of 'Certificate of registration of firm'.
 - In case Bidder is a partnership firm, attested copy of the Partnership Deed.
 - In case of Company, attested copy of the 'Certificate of Incorporation' together with attested Memorandum / Articles of Association, along with certified copy of the Board Resolution for decision of the Company to participate in bids.
- d) **Composition of the Bidder**—Full particulars (whether Bidder is an individual, or a firm, or a company etc.) of the composition of the Bidder in detail should be submitted along with name(s) & address(es) of the partners/copy of the Articles of Association /Power of Attorney/ Certificate including by-laws of the Firm, any other relevant document in prescribed format as provided in Format-I.
- e) **Work experience & completion of similar works during the specified period** Copies of the detailed work orders indicating date of award, value of awarded work, time given for completing the work, etc and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed as proof of the work experience.
- f) **Details of completed works** —The client-wise names of work(s), year(s) of execution of work(s), awarded and actual cost(s) of executed work(s), completion time stipulated in the contract(s) and actual time taken to complete the work(s), name(s) and full contact-details of the officers /authorities /departments under whom the work(s) was/were executed should be furnished.

- g) **Credit worthiness of the Tenderer and its turnover during the specified period –** Copy of certified Audited Balance sheets & Profit and Loss Account duly certified by the Chartered Accountant of last 3 financial years should be enclosed ending on 31st March 2022.
- h) Copy of Permanent Account Number (PAN) for income tax purpose.
- i) Registration certificate of GST.
- j) Copy of TDS Certificate issued by clients to substantiate the claim for the values of work executed in the private sector.
- k) Copy of ITR filed by the bidder for the financial years 2019-20, 2020-21 and 2021-22
- l) Check list of submission of bid.
- m) Any other relevant document(s), if any.

II. PART-II PRICED FINANCIAL PART (PRICE BID)

- a) Priced-financial Part shall be submitted duly filled in the given format as provided in this Tender Document.
- b) No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in Price part of Bid. ICAI shall not take cognizance of any such statement and may at their discretion reject such price bids.

4 SUBMISSION OF BID

I. SUBMISSION IN TWO SEPARATE ENVELOPS

The Technical and Financial Bids shall be submitted in separate sealed envelopes clearly mentioned as "**Technical Bid**" (Packet-I) and "**Financial Bid**" (Packet-II) and both the sealed envelopes to be placed together in a third envelope wax / tape sealed cover super-scribing as "Tender for appointment of Contractor for Supplying and Installation & Commissioning 8 nos. 8.5 Ton each condensing unit, Supply installation of expansion valve along with modification of copper pipe, nitrogen pressure testing, Repair of Electrical panel along with rewiring and replacement of faulty component & Overhauling of AHU with painting inside structure, coil washing and repairing, if required etc. for AC Work at ICAI Bhawan, Plot No. 19-B, CA Street, Scheme No. 78, Part-2, Indore – 452010. and sent at the address given below either by registered post/speed post / or may be dropped in the designated tender box provided in the premises of the Branch for this purpose placed so as to reach on or before 10th March up to 2.00 P.M at **ICAI Bhawan, 19-B, CA Street, Scheme No. 78, Part-2, Indore - 452010.**

A. PART-I- SEALED TECHNICAL PART

- a) This part shall contain Technical Bid. This envelope shall comprise of the signed copy of Tender Documents, addendum (if any), all the relevant information as listed for submission under Para 22 (I) of this Tender Document. The Techno- commercial bid disclosing prices shall be summarily rejected.

- b) The envelope shall have the following information clearly written on the outside of the envelope, failing which ICAI shall assume no responsibility for the misplacement or premature opening of the bid.

Part-II Technical Part

“Tender for appointment of Contractor for Supplying and Installation & Commissioning **Voltas make 8 units of 8.5 Ton each condensing unit, Supply installation of expansion valve along with modification of copper pipe, nitrogen pressure testing, Repair of Electrical panel along with rewiring and replacement of faulty component & Overhauling of AHU with painting inside structure, coil washing and repairing, if required etc. for AC Work at ICAI Bhawan, Plot No. 19-B, CA Street, Scheme No. 78, Part-2, Indore – 452010.**

Due date & time of Opening: 10th March 2023 at 4.00 P.M.

From: Address of Bidder: **ICAI Bhawan, 19-B, CA Street, Scheme No. 78, Part-2, Indore – 452010.**

B. PART-I SEALED PRICE FINANCIAL PART

- a) This part of the Bid shall contain the Financial Bid. The envelope shall comprise of the Schedule of Rates, duly filled in all respects, and other information specifically requested for submission in price part under Para 22 (II) of this Tender Document.
- b) The envelope shall have the following information clearly written on outside of the envelope, failing which ICAI will assume no responsibility for the misplacement or premature opening of the bid.

Part-II —Financial/Price Part

“Tender for appointment of Contractor for Supplying and Installation & Commissioning of **Voltas make 8 units 8.5 Ton each condensing unit, Supply installation of expansion valve along with modification of copper pipe, nitrogen pressure testing, Repair of Electrical panel along with rewiring and replacement of faulty component & Overhauling of AHU with painting inside structure, coil washing and repairing, if required etc. for AC Work at ICAI Bhawan, Plot No. 19-B, CA Street, Scheme No. 78, Part-2, Indore – 452010.**”

Name and Address of Successful Bidder: _____

II. Address to which bids are to be sent (Registered Post/ Speed Post/ or may drop in the Tender Box kept at the given address for this purpose)

**The Chairman
INDORE BRANCH OF CIRC OF ICAI
ICAI Bhawan, Plot No. 19-B, CA Street, Scheme No. 78, Part-2,
Indore M.P. 452010**

The Bids received after the time and date fixed for receipt of bid is liable for rejection. In case of incomplete submissions, ICAI shall not be under any obligation to give the bidder an opportunity to make good such deficiencies and ICAI may at its discretion treat such bids as incomplete and not consider for further evaluation. Incomplete Tenders or tenders received without the Cost of Earnest Money Deposit (EMD) shall be rejected summarily.

5 PRE-BID MEETING: - on 1st March 2023 from 11.00 am to 1.00 PM.

6 BID OPENING, EVALUATION PROCESS AND SELECTION PROCEDURE

A. Bid Opening:

- The Technical Bids will be opened on 10th March 2023 at 4.00 PM in the ICAI Bhawan, 19-B, Scheme No. 78, Part-2, Indore – 452010, in the presence of the prospective bidders, if they wish to be present.
- The Bidders who are present, shall have to produce Authorization Letter from the agency/firm/LLP before the Tender Committee.
- The Financial Bid of the Successful Bidders, who have been found technically qualified, will be opened at a later date and informed separately.

B. Evaluation of Proposals:

- (i) All the bids received in response to this Tender Document shall be evaluated in two phases. Initially Technical Bids shall be opened and evaluated. Those bidders who may satisfy the technical requirements of the work, as per the requirements/specifications and the terms and conditions listed in this Tender Document, shall be short-listed.
 - (ii) The Financial bids shall be opened only for the short-listed Bidders who have qualified in the Technical Bid. It shall be opened in presence of representatives of technically eligible Bidders, who may wish to be present. ICAI shall inform the date, place and time for opening of financial bid.
 - (iii) Further, ICAI may constitute Evaluation Committee to evaluate the Proposals submitted by Bidders for a detailed scrutiny. Subject to terms mentioned in the Tender Document, a multi-stage process, as explained below, shall be adopted for evaluation of Proposals submitted by the specified date and time.
7. In case of incomplete submissions of bid or application, ICAI shall be under no obligation to give the Bidder/ applicant an opportunity to make good such deficiencies and ICAI shall at its discretion treat such bids as incomplete and shall not consider the same for further evaluation.
8. Any Joint Venture / Consortia of firms shall not be allowed to participate in the Bidding process and if anything, contrary to it is found at any stage, before and/ or after award of work, the EMD, any other security deposit and / or any other sums payable to such Joint Venture/ Consortia shall stand forfeited. Further, Contract, if already awarded, without the prejudice of any other rights or remedy available to ICAI under any of the clauses of this Tender Document, shall stand terminated and the EMD/ Bank Guarantee/ Performance Security shall be forfeited.

9. INDEMNITY:

The Contractor shall exercise reasonable skill, care and diligence in the performance of the assignment and indemnify and keep ICAI, its Council Members, officers, employees indemnified against all actions, suits and proceedings and all and any costs, charges, expenses, loss or damage incurred, suffered, caused to or sustained by ICAI, its Council Members, officers, employees by reason of any default or breach or lapse or negligence or non-observance of any law or non-performance on behalf of the Successful Bidder.

10. The Contractor shall visit the site frequently and also as and when required to inspect and render necessary advice for the ongoing works/ activities at site.

11. CONDITIONS PRECEDENT:

Subject to express terms to the contrary, the rights and obligations under this Tender Document 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 Contractor.

- (i) The Successful Bidder shall be required to accept the LOI/ Work order within 10 days of its issuance and also required to provide a Performance Security/ Bank Guarantee to the ICAI within 15 days of award of the work/ issuance of LOI/ Work Order.
- (ii) The Successful Bidder shall be required to execute the Agreement within 15 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 fulfill the Conditions Precedent, ICAI/ Client shall not be liable in any manner whatsoever to the Successful Bidder and ICAI shall forthwith forfeit the EMD amount, Performance Security and/ or Performance Guarantee, etc. as the case may be.

12. REPRESENTATIONS AND WARRANTIES:

The Contractor represents and warrants to ICAI that:

- a) 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 Document and to carry out the transactions contemplated hereby.
- b) It has taken all necessary corporate and other permits, licenses and actions under laws applicable to its business to authorize the execution and delivery of this Tender Document and to validly exercise its rights and perform its obligations under this Tender Document.
- c) It has the financial standing and capacity to undertake the Project in accordance with the terms of this Tender Document/ ensuring Agreement.
- d) In providing the Services, it shall use reasonable endeavors not to cause any disruption to ICAI's normal operations.
- e) This Tender Document 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 Document shall be legally valid, binding and enforceable against it in accordance with the terms hereof.

- f) The information furnished in the Tender document and as updated is true, accurate and nothing is concealed or suppressed in the Tender document submitted.
 - g) The execution, delivery and performance of work under this Tender Document 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.
 - h) There are no material criminal or civil 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 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 Document or ensuing Agreement;
 - i) It has not violated or defaulted with respect to 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 Document or ensuing Agreement.
 - j) It has complied with Applicable Laws and has not been subjected 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 Document or ensuing Agreement;
 - k) It and its personnel, have the necessary experience, skill, knowledge and competence to perform the work or Services under the Tender documents.
 - l) 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.
 - m) No sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person associated with ICAI in any manner whatsoever by way of fees, commission or otherwise for award or promise to award of work under this Tender or for influencing or attempting to influence any person associated with ICAI in any manner whatsoever in connection with this Tender Document.
13. The Contractor shall submit the Unconditional Tender Document duly signed and stamped on each page of Tender Document in token of his acceptance along with his bid.
14. The application is mandatorily required to be signed by the applicant or by the authorized person(s) in case the bid is being submitted on behalf of the Partnership Firm/ LLP/ Company. However, it is mandatory that such person must be having necessary Authorization/ Power of Attorney in his favour to do so. (copy of Power of Attorney/ Memorandum of Association/ Partnership Deed shall be furnished along with the application/ proforma). Each page of the application shall require to be signed.

15. If the space in the proforma is insufficient for furnishing full details, such information may be supplemented on separate sheet stating therein the part of the proforma and serial number. Separate sheets shall be used for each part of the application.
16. Applications containing false and/or incomplete information are liable for rejection. The ICAI shall reserves its right to obtain the Confidential Reports from the past and existing clients of the applicants and inspect the works performed or being performed by the bidder to verify the various relevant details and the credentials submitted by the bidder.

17. EARNEST MONEY DEPOSIT (EMD)

- (i) The Bid must be submitted along with Earnest Money Deposit (EMD) of **Rs. 50000 (Rupees Fifty Thousand Only)** in the form of Demand Draft drawn in favour of "**The Secretary, Institute of Chartered Accountants of India**", payable at New Delhi.
- (ii) EMD is required to be submitted by all Bidders irrespective of their status/ registration as MSME etc,. Any Application or Bid not accompanying with the EMD shall be rejected summarily.
- (iii) EMD of the unsuccessful Bidders shall be returned without any interest within 30 days of award of work to the Successful Bidder. It is, further, specifically clarified that no interest shall be payable by the ICAI on the EMD amount.

In case of Successful Bidder, the EMD may be converted into Performance Security or Security Deposit or part of the Performance Security, as the case may be, or the same may be returned after furnishing of Performance Security in the form of Irrevocable Bank Guarantee issued by a Nationalized/Scheduled Commercial Bank in favor of the Secretary, the Institute of Chartered Accountants of India, for an amount equivalent to 10% of the total cost of the fees within 10 days from the issuance of Letter of Intent/ Work Order to the Successful Bidder. If Successful Bidder does not pay the Performance Security Deposit in the prescribed time limit and does not execute the Agreement, his earnest money deposit will be forfeited by ICAI.

The EMD may be forfeited if:

- (i) The Successful Bidder unilaterally modifies its application price any time after submission of Bid and after being declared as successful bidder.
- (ii) The Successful Bidder withdraws its/ his offer during the tender validity period or non-acceptance of Letter of Intent/ work order by the successful Bidder.
- (iii) The Successful Bidder fails to furnish performance security/ security deposit within 10 days from the issuance of award of the work/ Letter of Intent/ Work Order.
- (iv) The Successful Bidder refuses/fail to commence the work within the stipulated time.
- (v) The Successful Bidder refuses/ fails to execute the Agreement or furnish the Performance Security.
- (vi) The Successful Bidder founds to be indulged in Canvassing, Fraud, Corruption, Misrepresentation, MalPractices etc. in any form in connection with the tender.
- (vii) The Successful Bidder founds to be suppressing the information or furnishing wrong or incomplete information.
- (viii) The Successful Bidder fails to honour or refuses to comply with or modifies any or all terms and conditions of the tender.
- (ix) The Successful Bidder fails to handover the Insurance Policy in original to ICAI within 10 days from the date of Letter of Intent/ Work Order.
- (x) If the Successful Bidder places any additional condition or request to change any of the terms and conditions of the Tender Document subsequent to declaration of L-1 Bidder at the time of accepting Letter of Intent/Work order or thereafter at any stage.

18. ICAI'S RIGHT TO ACCEPT OR REJECT AN APPLICATION:

- a) ICAI reserves the right to accept or reject any application in whole or in part, or to annul the tendering process or to reject all applications with or without notice or reasons. ICAI shall bear no liability whatsoever consequent upon such decisions. Conditional applications shall be rejected summarily.
- b) ICAI shall not be obliged to furnish any information / clarification / explanation to the unsuccessful applicants/Bidders as regards non acceptance of their applications.

19. MANDATORY REQUIREMENT:

- a) The Successful Bidder shall conform to the provisions of Acts of the Legislature relating to the works, and to the Rules, Regulations and bye-laws of companies, statutory body and/or authorities related to work.
- b) The Successful Bidder shall indemnify the ICAI or any agent, servant or employee of the ICAI against any action, claim or proceeding relating to the infringement of any copy or design rights or any alleged patent or design rights and shall defend all actions arising from such claims and pay any royalties, license fees, damages, cost of all and every sort of other charges which may be payable in respect of any articles or material or part thereof legally incurred in respect thereof and included in the contract. In the event of any claim being made or action being brought against the ICAI or any agent, servant or employee of the ICAI in respect of any such matters aforesaid, the Successful Bidder shall be immediately notified thereof.
- c) The Successful Bidder shall indemnify the ICAI against all claims which may be made upon the ICAI under the Workmen's Compensation Act or any other statutory provisions applicable to the work.
- d) The Successful Bidder 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 successful bidder.
- e) The Successful Bidder shall also be responsible for all bodily injury to persons, animals, or things which may arise due to faulty designs, defects or deficiencies thereof. The Bidder/ Tenderer/ Applicant shall indemnify the ICAI and save it harmless in respect of all and any expense arising from and such injury or damage to persons, animals or things as aforesaid and also in respect of any claims made in respect of injury or damage under any Acts of Government, Legislature or otherwise and also in respect of any award of Compensation or damage consequent upon such claims.
- f) The ICAI with the advice of the Contractor shall be at liberty and is empowered to deduct the amount of any damage, compensation, costs, charges and expenses arising or accruing from or in respect of any such above said claims for damages from any sum or sums due or become due to the Bidder/ Tenderer/ Applicant, for which the ICAI shall be the sole deciding authority.

20. NUISANCE:

The Successful Bidder 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 ICAI, tenants or occupiers of other properties near the site and to the public generally. The Bidder/ Tenderer/Applicant is completely responsible to ensure the safety and convenience of all concerned and at his own cost.

21. SUB – LETTING OF ASSIGNMENTS:

The successful Bidder shall not assign or sub-let the work to any other person/entity in whole or in part(s), to perform its obligation under the Contract, without the ICAI's prior written consent. Without prejudice to other rights and legal remedies available to ICAI, the violation of this clause would amount to forfeiture of Performance Guarantee/ Security Deposit including any money due and payable by the ICAI to the Contractor. Besides, ICAI may terminate the contract as provided herein.

22. NO PARTNERSHIP:

None of the terms and conditions of this Tender Document shall be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of this Tender Document.

23. THIRD PARTIES:

The terms and conditions of this Tender Document shall be interpreted or construed to be intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Tender shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Tender.

24. STATUTORY COMPLIANCE:

The Successful Bidder shall be responsible for complying with all the applicable laws/byelaws/regulations in force from time to time and shall bear all statutory liabilities with respect to the workers/personnel engaged by it for performance of the Contract. The Successful Bidder shall also obtain all necessary permissions/ certificates/ NOCs for execution of the work on behalf of ICAI from the statutory/Government bodies.

25. FORCE MAJEURE:

Notwithstanding anything contained in the Tender Document and ensuing Agreement, the Successful Bidder 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 Tender and ensuing 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 parties and not involving the fault or negligence of the parties and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos.

- Force Majeure *inter alia* shall not include:
 - a) Any event which is caused by the negligence or intentional action of a Party or such Party's Sub Agency or agents or employees.
 - b) Any event which a diligent Party could reasonably have been expected to both
 - Take into account at the time of the conclusion of the Agreement, and
 - Avoid or overcome in the carrying out of its obligations hereunder.
 - c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

The decision of the ICAI, regarding Force Majeure shall be final and binding on the Successful Bidder. If a Force Majeure situation arises, the Service Provider shall promptly notify to the ICAI in writing of such conditions and the causes thereof. Unless otherwise directed by the ICAI in writing, the Service Provider shall continue to perform its obligations under the agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In case a Force Majeure conditions exists for a period more than 15 days, ICAI may terminate the Contract forthwith without any notice showing its intent to terminate the Contract.

26. SEVERABILITY CLAUSE:

In the event that any provision of this Tender Document or ensuing Agreement shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Tender Document or ensuing Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this Tender Document/ ensuing Agreement 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 Tender Document/ ensuing Agreement 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.

27. WAIVER:

Any term or condition of this Contract may be waived at any time by the party that is entitled to the benefit thereof. Such waiver must be in writing and must be executed by an authorized officer of such party. The waiver by ICAI of performance of any term or condition or breach of any provision on one occasion shall not be taken or held to be a waiver thereof on any subsequent occasion or as nullifying the effectiveness of such provision.

However any failure or delay in exercising or enforcing its rights on the part of ICAI under this Tender Document or ensuing Agreement shall not be considered as a waiver of such right, remedy or provision available under the same.

28. FALL BACK ARRANGEMENTS:

In case of breach of terms of the Agreement committed by the Successful Bidder, the ICAI may terminate the contract by giving 30 days' notice and may inter alia further award contract to any other Contractor at the risk and cost of the defaulting Contractor. In such case, any higher price to be paid by ICAI to the newly appointed Contractor shall be recoverable from the defaulting Contractor by invoking the Bank Guarantee or forfeiting the Performance Security including any money due and payable by the ICAI to the Contractor.

29. PENALTY

The Successful Bidders are expected to have capability to deliver efficient and effective advice / services to the ICAI. The Bidder shall perform the services and carry out its obligations with all due diligence, render any opinion with professional integrity, efficiency and economy, as per generally accepted professional techniques, standards and practices, and shall observe sound management practices. The Bidder shall always act, in respect of any matter relating to the assignment or to the services, as a faithful adviser to ICAI, and shall at all times support and safeguard ICAI's legitimate interests in any dealings with third parties. The Bidder shall be liable to the ICAI for any direct loss or damage accrued or likely to accrue due to deficiency in services or consultation or opinion rendered by it or due to improper discharge of contractual obligations or deviant conduct.

It is clarified that the opinion given or certifications furnished by the Successful Bidder are going to be utilized and relied upon by ICAI. Therefore, the bidder needs to note that in the event its opinion/ certification turns out to be untrue, faulty and factually incorrect or it has been found that the Bidder was negligent while rendering consultation/ opinion or it has been found that the bidder had colluded with any other party causing loss (pecuniary or otherwise) to the Institute, the Institute besides fixing responsibility of the Bidder, imposing penalty @ 1/2% of total fee may also blacklist such bidder's name and may also approach the concerned professional bodies with complaints of professional misconduct, etc. on part of such bidder for suitable action thereon by them. The Institute also reserves its right to initiate and prosecute such other proceedings as it may deem justified against the Contractor.

Further, if the performance of work/services is delayed beyond time schedule due to reasons attributed to the bidder and if the same has not been otherwise extended by the ICAI, the successful bidder shall be penalized as under;

- ½ percent of total value of contract, for each day of delay in case of goods/ services expected to be delivered within 7 days.
- 1 percent of total value of contract, for each day of delay in case of goods/ services expected to be delivered beyond 7 days, but upto 14 days.
- 2 percent of total value of contract, for each day of delay in case of goods/ services expected to be delivered beyond 14 days.

The Institute, without prejudice to its rights remedies pursuant to this RFP and ensuing agreement, reserves its right to invoke the Performance Guarantee and/ or forfeit any amount due and payable by ICAI to the Bidder towards the penalty for delay in and deficiency in consultation that may or may not amount to delay in completion of the work.

30. ARBITRATION:

That in the event of any question, dispute or differences arising out of or in connection with any of the terms and conditions mentioned in this Tender Document or any agreement arising thereunder, or any order placed, in the first instance, the parties hereto shall try to resolve the same by mutual consultation within one month from the date on which the dispute arose, failing which the same shall be referred to the sole arbitrator to be appointed mutually by the parties. In case of failure by the Parties to appoint mutually agreed Sole Arbitrator, it is open for the Parties to invoke the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, for appointment of Arbitrator. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to these arbitration proceedings. Arbitration proceedings shall be held at Indore 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.

31. JURISDICTION:

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

Section ELIGIBILITY CRITERIA

General Eligibility

The invitation to respond to this Tender Document is open to such qualified and reputed Contractor which are registered and have their Registered Office in India along with the General Eligibility criteria, the Contractor has to satisfy the following criteria:

1. The Successful Bidder must have its Registered Office in Indore.
2. The Successful Bidder shall have minimum average annual turnover of Rs.100.00 lakh during last three financial years ending on 31st March, 2022. Copies of the Income Tax Return or duly audited P&L Account and Balance Sheet duly certified by the Chartered Accountant must be enclosed with the Tender Document.
3. The Successful Bidder shall have successfully completed at least three works of designing, erection & commissioning of (1) Central Air-conditioning/ HVAC Work or (2) Retrofitting/repairs of old AC plant in existing building or (3) Full replacement of old AC plant in existing building, individually costing Rs. 25.00 lakhs each for the Government / Semi-Government / Government of India Undertaking / Private Sector, during last 5 years ending 31 March 2022.

Or

The Contractor firms need to have executed a minimum of 3 projects of minimum 100 TR Capacity at a recognized institution in the last 5 years.

4. The Successful Bidder shall have minimum 5 year's experience as Practicing Contractor in the MEP/ HVAC Industry.
5. There should be no litigation /arbitration pending against the Proprietor/Firm/Partner or the Company (Bidder).
6. The Bidder should not have been blacklisted by any government department /PSU/Statutory body/corporate body during last three years. A Declaration to this effect be enclosed with the bid.

Section III - SCHEDULE OF SCOPE OF WORK/SERVICES

Bill of Quantity – 8.5 TR Units

Sr. no.	Description of material	Qty	Unit
1	Removing of Voltas make old machines 7.5 Tons each and placing on the Ground Floor	8	No.
2	Supply, installation, testing & Commissioning of 8.5 Tr condensing unit R22 refrigerant, expansion valve along with modification of copper pipe, nitrogen pressure testing etc. including lifting of machines and fittings from ground floor to terrace level	8	No.
3	Repair of electrical panel along with rewiring and replacement of faulty component including wiring	1	Job
4	Over hauling of AHU with painting inside structure etc, coil washing etc	1	Job.
Total			

Make list

Condensing unit : VOLTAS - ACACS08711 Expansion valve : Danfoss , Emersion

Copper pipe: Mandev , Maxflow, total line, camipro Panel wiring - As per OEM

Coil washer- chemical washer with pressure infused washing

1. The CONTRACTOR shall carry out and complete the said work in every respect in accordance with this contract as per Specifications / applicable IS codes and with the directions and to the satisfaction of the ICAI and Architect.
2. The contract shall include all labour, materials, tools 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.
3. The CONTRACTOR shall provide everything necessary for the proper execution of the works according to the intent and meaning of the specifications and drawings taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancy in the specifications and drawings or between the drawings, he shall immediately and in writing refer the same to the Architect and EMPLOYER who shall decide which is to be followed, subject to provisions in the contract.
4. The CONTRACTOR shall be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the entire execution and completion of the works. No extra charges consequent on misunderstanding or otherwise will be allowed.

LETTER OF INTENT/ WORK ORDER:- The Letter of Intent/ Work Order will be issued by the ICAI to the successful TENDERER. Handing over of site and Date of Commencement of the work shall be Ten days from the date of issue of this letter.

SECTION - IV

SCHEDULE OF PAYMENTS

- A.** 25% after delivery of material
- B.** 60% after successful installation & Commissioning.
- C.** 15% after 30th days - successful running and effective working of AC.

SECTION V**Format 1****Composition of the Firm**

1	Name of the firm: (Attach an attested photocopy of Certificate of Registration)	
2	Legal Status of the Firm: (Partnership firm /firm/Agency/Joint Venture)	
3(a)	Registered Address:	
	PAN Details	
	GST Registration Number	
	Whether Registered under Shops and Establishment Act? If so, the details thereof.	
3(b)	Telephone:	
4(a)	Contact Person	
4(b)	Designation	
4(c)	Full Postal Address:	
4(d)	email id	
4(e)	Mobile no.	
5.	Number of years of experience:	
6.	Number of similar eligible works executed during the last five years:	
7.	Names, addresses and titles of Partners:	
8.	State whether in-house expertise is available for all services/sub-systems.	
9.	Was the applicant ever required to suspend the eligible works for a period of more than six months continuously after commencement?	
10.	Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded works before their completion? If so, give name of the project and reasons for abandonment.	
11.	Has the applicant or any constituent partner in case of partnership firm, ever been debarred / black-listed for competing in any organization at any time? If so, give details	
12.	Has the applicant or any constituent partner in case of partnership firm, ever been convicted?	
13.	Whether the Applicant is involved in frequent litigations in the last five years? If yes, the details thereof.	

Signature, date and stamp of the Bidder
/Authorized representative

Format 2

List of technical personnel

- (A) List of technical personnel, giving their technical qualifications, experience including that in the present organization. The statement should also show the administrative staff available in the organization.

Sr. No.	Name	Age	Qualifications	Consultancy experience
1.	2.	3.	4.	5.

Nature of works handled	Name of the projects handled with cost details	Date from which employed in the present organization	Indicate special experience if any
6.	7.	8.	9.

Signature, date and stamp of the applicant/
Authorized representative.

Note: Mention other points, if any, to show technical and Managerial Competency to indicate any important point in your favour.

- (B) Infrastructure available for handling the execution of work:

The details in a separate sheet shall include the office set up such as carpet area of the registered office, no. of computers, in house computer aided design facility like AutoCAD package, etc.

Signature, date and stamp of the Bidder/
Authorized representative.

List of Important Projects Executed

List of Important Projects Executed by the Organization During Last Five Years [Note: Separate sheet to be furnished for different projects viz. (a) Institutional Building, (b) Office Buildings, (c) Commercial buildings]

DETAILS OF THE ELIGIBLE WORKS COMPLETED IN THE LAST FIVE YEARS

Sr. No.	Name and address of the Client	Details of the work									Whether copies of the detailed work orders indicating date of award, value of awarded work, time given for completing the work etc. and the corresponding completion and TDS certificates indicating actual date of completion and actual value of executed similar eligible works in proof of the work experience have been attached
		Name and location of the project	Scope of the work	Value of the work	Date of award/ actual commencement of the work	Time allowed for completion of the work	Date of Completion of work	Reason for delay, if any	Whether Liquidated Damages / penalties, if any, imposed?	Litigation/ Arbitration, if any With details.	

Note:

The applicants are required to provide the Documentary Proof in respect of the information furnished above.

Signature, date and stamp of the Bidder/
Authorized representative

Format 3(B)

DETAILS OF THE CLIENTS FOR WHOM ELIGIBLE WORKS HAVE BEEN EXECUTED/COMPLETED DURING LAST 5 YEARS

Sr. No.	Name and address of the Client /Firm (also indicate whether Government / Semi Government /Government of India Undertaking or Private body)	Details of the officers/ authorities/contact executives under whose control the work(s) was/ were executed					
		Name	Postal address	e-mail IDs	Telephone (mobile) nos.	Fax nos.	Telephone (landline) Nos.

Signature, date and stamp of the Bidder/
Authorized representative

ANNEXURE - I

Letter of Application

(On the original letter head of the Applicant)

Date:

To,

**The Chairman,
Indore Branch of CIRC of
The Institute of Chartered Accountants of India,
ICAI Bhawan,
19-B, Scheme No. 78, Part 2,
Indore- 452010**

Subject: Application for appointment of Contractor for Supplying and Installation & Commissioning of 8.5 Ton 8 units condensing unit, Supply installation of expansion valve along with modification of copper pipe, nitrogen pressure testing, Repair of Electrical panel along with rewiring and replacement of faulty component & Overhauling of AHU with painting inside structure, coil washing and repairing, if required etc. for AC Work at ICAI Bhawan, Plot No. 19-B, CA Street, Scheme No. 78, Part-2, Indore – 452010.

Dear Sir,

1. With reference to your RFP Document dated 17.02.2023, I/we, M/s.....having examined the Tender and understood their contents, hereby submit our proposal/ offer our Bid for appointment as AC Contractor for AC works at ICAI Bhawan, 19-B, Scheme no. 78, Part-2, Indore 452010 in full conformity with the said Tender. We have read the provisions of Tender and confirm that these are acceptable to us. We further declare that the proposal is unconditional and unqualified.
2. We agree to abide by the terms and conditions of this Tender, consisting of this letter, the Proposal, the duly notarized written power of attorney, and all attachments, from the date fixed for submission of Proposals as stipulated in the RFP 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.
3. 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 Contract 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.
4. I/We shall make available to the ICAI any additional information it may deem necessary or require for supplementing or authenticating the proposal.
5. I/We acknowledge the right of the ICAI to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. 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.
7. 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 Contractor, without incurring any liability to the Applicants.

8. 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.
9. 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.
10. I/We have studied Tender Document 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.
11. I/ We understand that ICAI is not bound to accept any proposal received by it.
12. 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.
13. ICAI and its authorized representative may contact the following person for information: -

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 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.

Signature

:Name:

(For and on behalf of _____)

Encl:

1.
2.
3.

ANNEXURE – II

Format of Agreement

This Agreement is made on this the..... day of..... 2023 at Indore.

BETWEEN

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA, a statutory body set up by an Act of Parliament namely The Chartered Accountants Act, 1949, having its Head Office at 'ICAI Bhawan', P.O. Box No. 7100, Indraprastha Marg, New Delhi – 110002, represented by its authorized Chairman Indore Branch of CIRC of ICAI **CA. Anand Jain**, (HEREINAFTER referred to as "ICAI") which expression shall, wherever the context so admits, mean and include its successors in office, assignees, representatives, administrator etc. of the **ONE PART**

AND

M/s. _____, a Proprietorship Firm/ Partnership Firm/ Company having Registration No. dated/ CIN No. registered with/ Registered under Companies Act, having its Registered Office at _____ through its Proprietor/ Partners/ Authorised Representative/ Authorised Partner duly authorized vide (hereinafter referred to as "Contractor"), which expressions shall, unless repugnant to the context or meaning, include its partners, successors and assignees, representatives, administrator, executors etc.,) of the **OTHER PART**;

The ICAI and the AC Contractor Firm are hereinafter collectively referred to as "Parties" and individually as "Party".

WHEREAS

1. The ICAI is absolute owner and in peaceful possession of an Institutional building known as ICAI Bhawan, 19-B, Scheme No. 78, Part-2, Indore 452010 (Hereinafter referred to as said building).
2. The AC Contractor is an individual/ a proprietorship firm/ LLP/ Partnership Firm/ a Company registered under the Act,in existence for a long time and is having good experience in providing professional services.
3. The ICAI is willing to carry out in the building (hereinafter called "Project") and for the purpose desires to appoint the AC Contractor Firm for ----- for the completion of the project (hereinafter referred to as the said "work") and has called for applications for appointment of AC Contractor Firm for providing consultancy services in respect of the said project. The AC Contractor Firm has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the Qualification documents provided by ICAI for engagement of Contractor for providing Consultancy services in respect of the said Project or having any connection therewith, and has examined and considered all other matters, conditions and possible contingencies, and all the matters incidental thereto and has offered to execute said work.

4. The Tender documents including the Notice Inviting Tender, Instructions to Bidders, General Conditions of Contract, General Obligations, Time Schedule for providing services, Letter of Intent, Letter of Acceptance, Annexures, Appendices and instructions as may be issued from time to time by the ICAI along with the Proposal of Agency shall form integral part of the contract though separately set out and are included in the expression 'Contract' wherever herein used.
5. The Parties hereto agree that this Agreement shall supersede all previous writing/s and document/s exchanged/executed between the parties hereto in respect of this transaction unless expressly mentioned herein except Tender Document and is finally agreed understanding between the Parties hereto.

AND WHEREAS:

The ICAI accepted the bid of AC Contractor Firm for executing the said work and conveyed its acceptance vide letter no _____, dated _____, at the rate(s) stated in the Schedule of quantities for the work and accepted by the ICAI (hereinafter referred to as the 'Schedule of Rates') upon the terms and subject to the conditions of the Contract.

NOW, THEREFORE THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AND DECLARED AS FOLLOWS:

A. CONDITIONS PRECEDENT (AGREEMENT)

Subject to express terms to the contrary, the rights and obligations under this Agreement 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 AC Contractor.

- The AC Contractor shall be required to provide a Performance Security/ Performance Guarantee to the ICAI within 15 days of award of the Contract.
- The parties may by mutual agreement extend the time for fulfilling the Conditions Precedent and terms of this Agreement.

In the event that the Agreement fails to come into effect on account of non-fulfillment of the Bidder's Conditions Precedent, ICAI shall not be liable in any manner whatsoever to the AC Contractor and ICAI shall forthwith forfeit the EMD amount and/ or Performance Guarantee as the case may be.

B. REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to ICAI that:

- a) 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 Agreement and to carry out the transactions contemplated here by;
- b) It has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

- c) From the Effective Date, it will have the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
 - d) In providing the Services, it shall use reasonable endeavors not to cause any unnecessary disruption to ICAI's normal business operations
 - e) This Agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms here of;
 - f) The information furnished in the tender documents and as updated on or before the date of this Agreement is to the best of its knowledge and belief true and accurate in all material respects as at the date of this Agreement;
 - g) The execution, delivery and performance of this 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;
 - h) 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 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 Agreement;
 - i) It has no knowledge of any violation or default with respect to 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 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 Agreement;
 - j) 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 Agreement.
 - k) It and its personnel, have the necessary experience, skill, knowledge and competence to perform the Services.
- C.** 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 entering into this Agreement or for influencing or attempting to influence any officer or employee of ICAI in connection therewith.

D. Scope of Work**8.5 TR Units**

Sr. no.	Description of material	Qty	Unit
1	Removing of Voltas make old machines 7.5 Tons each and placing on the Ground Floor	8	No.
2	Supply, installation, testing & Commissioning of 8.5 Tr condensing unit R22 refrigerant, expansion valve along with modification of copper pipe, nitrogen pressure testing etc. including lifting of machines and fittings from ground floor to terrace level	8	No.
3	Repair of electrical panel along with rewiring and replacement of faulty component including wiring	1	Job
4	Over hauling of AHU with painting inside structure etc, coil washing etc	1	job
Total Amount			

1. The CONTRACTOR shall carry out and complete the said work in every respect in accordance with this contract as per Specifications / applicable IS codes and with the directions and to the satisfaction of the ICAI and Architect.
2. The contract shall include all labour, materials, tools 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.
3. The CONTRACTOR shall provide everything necessary for the proper execution of the works according to the intent and meaning of the specifications and drawings taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancy in the specifications and drawings or between the drawings, he shall immediately and in writing refer the same to the Architect and EMPLOYER who shall decide which is to be followed, subject to provisions in the contract.
4. The CONTRACTOR shall be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the entire execution and completion of the works. No extra charges consequent on misunderstanding or otherwise will be allowed.

E. SCALE OF CHARGES AND MODE OF PAYMENT

- D.** 25% after delivery of material
- E.** 60% after successful installation & Commissioning.
- F.** 15% after 30th days - successful running and effective working of AC.

F. REIMBURSABLE EXPENSES:

Except the fee payable under the preceding clauses, the ICAI shall not reimburse/pay any additional amount to the Contractor on account of any expenses incurred by it for discharge of its obligations under this agreement.

G. CONTRACTOR'S ROLES AND RESPONSIBILITIES

- The Contractor shall keep the ICAI informed about the progress of work in its office.
- The Contractor shall appoint its specialized officers and/ or employees, if necessary, for proper discharge of its duties.
- The Contractor shall be responsible for the direction and integration of the vendors, and shall be fully responsible for the calculations, the design and periodic inspection and evaluation of the work entrusted to them.
- The Contractor shall not make any deviations, alterations or omissions from the approved drawings, involving financial implications without prior consent of the ICAI.
- Any professional services to be rendered by Contractor at the instance of the ICAI after the agreed project completion period shall be compensated for on mutually agreed terms.
- The Contractor shall exercise all reasonable skill, care and diligence in the discharge of its duties and shall exercise such general superintendence and inspection as may be necessary to ensure that works are being executed in accordance with the Conditions of Contract.
- The liability of Contractor for his failure to exercise all reasonable skill care and diligence in the discharge of his duties shall be limited to 3 years after virtual completion of the works.
- The Contractor shall ensure quality control of material used in the construction/execution of the project. In case, any defect is found in the quality of material used or any damage liability is inflicted on the ICAI with regard to the same, the same shall be borne by the Contractor and in failure of the same ICAI reserves its right to invoke Bank Guarantee and/ or forfeit any amount due and payable by ICAI to the Contractor.
- The Contractor shall supply three (3 Nos.) sets of drawings and documents free of cost (in soft i.e. auto cad as well as Hard copies) as required by ICAI.

H. SCHEDULE OF COMPLETION OF WORK

The AC Contractor Firm shall complete the works as detailed in this Agreement as per the schedule.

10th Days after purchase / work order.

I. Area

The existing system at ICAI Auditorium.

J. USE OF CONTRACTOR'S DRAWINGS, SPECIFICATIONS & OTHER DOCUMENTS

If the AC Contractor Firm abandons the work in whole or in part or becomes incapacitated from acting as the AC Contractor Firm as aforesaid, the ICAI shall have the right to use all, or any drawings and designs prepared by the AC Contractor Firm.

K. ALTERNATION IN SCOPE OF WORK AND CHANGE ORDER CALCULATION

If the ICAI deviates from the original scheme which involves for its proper execution, extra services, expenses and extra labor on the part of the Contractor for making changes and addition to the drawing, specification or other documents, the Contractor shall be compensated for such extra services as may be mutually agreed.

L. PENALTY

The Contractor is expected to HVAC capability to deliver efficient and effective advice / services to the ICAI. The Contractor shall perform the services and carry out its obligations with all due diligence, render any opinion with professional integrity, efficiency and economy, as per generally accepted professional techniques, standards and practices, and shall observe sound management practices. The Contractor shall always act, in respect of any matter relating to the assignment or to the services, as a faithful adviser to ICAI, and shall at all times support and safeguard ICAI's legitimate interests in any dealings with third parties. The Contractor shall be liable to the ICAI for any direct loss or damage accrued or likely to accrue due to deficiency in services or consultation or opinion rendered by it or due to improper discharge of contractual obligations or deviant conduct.

It is clarified that the opinion given or certifications furnished by the Contractor are going to be utilized and relied upon by ICAI. Therefore, the bidders needs to note that in the event its opinion/ certification turns out to be untrue, faulty and factually incorrect or it has been found that the Contractor was negligent while rendering consultation/ opinion or it has been found that the bidder had colluded with any other party causing loss (pecuniary or otherwise) to the Institute, the Institute besides fixing responsibility of the Contractor, imposing penalty @ 1/2% of total fee may also blacklist such bidder's name and may also approach the concerned professional bodies with complaints of professional misconduct, etc. on part of such bidder for suitable action thereon by them. The Institute also reserves its right to initiate and prosecute such other proceedings as it may deem justified against the Contractor.

Further, if the performance of work/services is delayed beyond time schedule due to reasons attributed to the Contractor and if the same has not been otherwise extended by the ICAI, the Contractor shall be penalized as under;

- ½ percent of total value of contract, for each day of delay in case of goods/ services expected to be delivered within 7 days.
- 1 percent of total value of contract, for each day of delay in case of goods/ services expected to be delivered beyond 7 days, but upto 14 days.
- 2 percent of total value of contract, for each day of delay in case of goods/ services expected to be delivered beyond 14 days.

The Institute, without prejudice to its rights remedies pursuant to this RFP and ensuing agreement, reserves its right to invoke the Performance Guarantee and/ or forfeit any amount due and payable by ICAI to the Contractor towards the penalty for delay in and deficiency in consultation that may or may not amount to delay in completion of the work.

M. INDEMNITY

The Contractor shall exercise reasonable skill, care and diligence in the performance of the assignment and indemnify and keep ICAI, its Council Members, officers, employees indemnified against all actions, suits and proceedings and all and any costs, charges, expenses, loss or damage incurred, suffered, caused to or sustained by ICAI, its Council Members, officers,

employees by reason of any default or breach or lapse or negligence or non-observance of any law or non-performance on behalf of the Contractor.

N. PERFORMANCE SECURITY:

The Contractor has agreed to alternatively deduct amount equivalent to 10% from each RA bill for due performance of its obligations under this contract.

The Performance Security/ Bank Guarantee shall be liable to be forfeited by the Institute at its discretion in the event the Successful Bidder is deemed to be in default or the event of any breach of contract on the part of the Successful Bidder or if the Successful Bidder fails to perform or observe any of the conditions of the contract.

In addition to other provisions and conditions mentioned in this Tender Document and Agreement, Performance Security, shall be liable to be forfeited in following conditions also:

- i) The Contractor modifies its application price any time after being declared as successful bidder
- j) The Contractor withdraws its/his/ her offer during the period of agreement.
- k) The Contractor refuses/fails to execute the Agreement.
- l) The Contractor fails to perform the work to the satisfaction of the ICAI.
- m) The Contractor founds to be indulged in Canvassing, Fraud, Corruption, Misrepresentation, Mal Practices etc. in any form in connection with tender.
- n) The Contractor founds to be suppressing the information or furnishing wrong or incomplete information or making false or misleading statements.
- o) The Contractor fails to honor or refuses to comply with or modifies any or all terms and conditions of the tender.
- p) Contractor Bidder fails to improve its performance to the satisfaction of ICAI within the notice period.

O. RESERVATION CLAUSE

That ICAI reserves the right to add or omit any item(s) of the contract work or restrict/decrease the scope of work. 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.

P. TERM

This Agreement shall be co-terminus with the completion of the Project to be handed over to ICAI to its complete satisfaction.

Q. TERMINATION

- (i) Either party has liberty to terminate the Agreement by giving 30 days prior notice of termination to the other without assigning any reason.
- (ii) Even after the termination of its engagement, the Contractor shall remain liable and be responsible for due certification/approval of any bills submitted by the Contractors at any time, in respect of the work, executed before the termination of the Contractor's appointment; but shall not be entitled to additional remuneration therefor.
- (iii) Without prejudice to any other rights or remedy available to ICAI, the ICAI may terminate the contract, at its option in whole or in part in case of any of the following violations by the

Contractor and entrust the work to some other Contractor:

- a) In case the work done by the Contractor is found not to be satisfactory.
- b) The Contractor refuses to provide services which the Contractor is required to render under the Tender document and Contract or refuse to render the same within the time or in the manner or otherwise according to the Contract.
- c) The Contractor provides the opinion which are not in the interest of the ICAI; unsatisfactory service or failure on the part of the Contractor to render timely consultation/ opinion.
- d) The Contractor closes its business or no longer exists or becomes incapable of or unable to perform the services; dissolution of firm or commencement of liquidation or winding up proceedings or appointment of a Receiver or insolvency of the Contractor ;
- e) The Contractor assigns or sub-lets the work under the contract without the prior written permission of the ICAI;
- f) If at any time, it is found that any of the information/document provided by the Contractor is false;
- g) If the Contractor fails to adhere to the time Schedule stipulated in the Tender documents and contract or the extended time which may be granted by the ICAI in its sole discretion.
- h) In case there is any change in the constitution of the firm of the Contractor for any reason whatsoever.

In all the above cases, the contract may be terminated by giving 10 days advance written notice to the Contractor and Performance Security/ submitted by the Contractor shall be forfeited. However, the termination notice may be revoked provided the Contractor rectifies the drawbacks/defaults within notice period to the satisfaction of the ICAI. No consequential damages shall be payable to the Contractor in the event of such termination.

R. ARBITRATION

That in the event of any question, dispute or differences arising out or in connection with any of the terms and conditions of the Agreement, in the first instance, the parties hereto shall try to resolve the same by mutual consultation within one month from the date on which dispute arose, 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 therefor.

S. JURISDICTION

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

V. FORCE MAJEURE

That the obligations of the Contractor shall be subject to „Force Majeure“. For the purpose of this clause, `Force Majeure“ means an event beyond the control of the Contractor and not involving the Contractor’s fault or negligence and not foreseeable. Such events may include, but are not restricted to epidemic, pandemic, civil disturbance, riots, earthquakes, tempest and flood.

If a Force Majeure situation arises, the Contractor shall promptly notify ICAI in writing of such conditions and the cause thereof. Unless otherwise directed by ICAI in writing, the Contractor 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

In case the performance of any obligations under the Agreement is prevented or delayed beyond 15 days due to any Force Majeure event, the ICAI shall have the option to terminate the Agreement forthwith without any notice regarding its intention to terminate the Contract.

W. ASSIGNMENT

The Contractor shall not assign, sublet or transfer its obligations under this agreement to third party, without the written consent of the ICAI.

X. NOTICE

All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be delivered or sent by personal delivery, electronic mail, facsimile transmission or registered or certified mail (return receipt requested) postage prepaid to the relevant Party addressed as herein below or as may from time to time be notified in writing by such Party to the other no less than 15 days" in advance. The notices and communications sent in such manner shall, unless the contrary is proven, be deemed to have been duly received on the date of personal delivery, two business days following delivery upon confirmation of transmission by the sender's facsimile machine or electronic mail device or ten business days following mailing by registered or certified mail (return receipt requested postage prepaid).

The designated correspondence addresses of the Parties are:

For ICAI:

For A C Contractor:

Y. SEVERABILITY

In the event that any provision of this Agreement shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of the Agreement 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 Agreement 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.

Z. WAIVER

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

AB. FALL BACK ARRANGEMENTS:

In case of breach of terms of the Agreement committed by the Contractor, the ICAI may terminate the contract by giving 30 days' notice and may inter alia further award contract to any other Contractor at the risk and cost of the defaulting Contractor. In such case, any higher price to be paid by ICAI to the newly appointed Contractor shall be recoverable from the defaulting Contractor by invoking the Bank Guarantee or forfeiting the Performance Security including any money due and payable by the ICAI to the Contractor.

AA. AMENDMENT:

This Contract shall not be modified, altered, amended and/or varied except as may be mutually agreed to by the Parties herein by way of an instrument in writing signed by both the Parties hereto.

LIQUIDATED DAMAGES:

If the CONTRACTOR fails to complete the works by the due date or within extended time, the Contractor shall be liable to pay Liquidated Damages to the ICAI at the rate of 0.5 % of the contract value for every week of delay subject to a maximum of 10% of the contract value.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SUBSCRIBED THEIR RESPECTIVE HANDS HERETO AND ON A DUPLICATE HEREOF AT THE PLACE AND ON THE DAY, MONTH AND YEAR HEREIN ABOVE FIRST MENTIONED.

<p>BY SIGNED AND DELIVERED FOR AND ON BEHALF OF THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA</p> <p>Signature:</p> <p>Name:</p> <p>Designation:</p> <p>Mobile No:</p>	<p>SIGNED AND DELIVERED BY THE AC CONTRACTOR & ITS DULY AUTHORIZED OFFICIAL</p> <p>Signature:</p> <p>Name:</p> <p>Designation:</p> <p>Mobile No:</p>
<p>IN PRESENCE OF TWO WITNESSES</p> <p>1. SIGNATURE</p> <p>NAME</p> <p>Designation</p> <p>ADDRESS</p> <p>MOBILE NO:</p>	<p>2.</p> <p>SIGNATURE</p> <p>NAME</p> <p>Designation</p> <p>ADDRESS</p> <p>MOBILE NO:</p>

Part –II**FINANCIAL BID****(On the Letterhead of the Bidder)**

The Applicant is required to submit the financial bid in the following format. The rates quoted by the applicant shall be exclusive of GST (Extra as applicable).

Sr. no.	Description of material	Qty	Unit	Rate	Amount	REMARKS
1	Removing of Voltas make old machines 7.5 Tons each and placing on the Ground Floor	8	No.			
2	Supply, installation, testing & Commissioning of 8.5 Tr condensing unit R22 refrigerant, expansion valve along with modification of copper pipe, nitrogen pressure testing etc. including lifting of machines and fittings from ground floor to terrace level.	8	No.			
3	Repair of electrical panel along with rewiring and replacement of faulty component including wiring	1	Job			
4	Over hauling of AHU with painting inside structure etc, coil washing etc	1	Job			
Sub Total Amount						
GST Amount						
Total Amount (Including GST)						
Total Amount (In words)						

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