



THE INSTITUTE OF COST ACCOUNTANTS OF INDIA

(Statutory body under an Act of Parliament)

12, SUDDER STREET, KOLKATA- 700016

TELEPHONES: + 9103322521031 /1034/1035,22521492 /1602 FAX: + 9133-22521026

Website: www.icmai.in

TENDER FOR

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF
FIVE STAR RATED WINDOW TYPE AIR CONDITIONERS

FOR

THE INSTITUTE OF COST ACCOUNTANTS OF INDIA

AT

CMA BHAWAN, HEADQUARTERS, 12 SUDDER STREET,

KOLKATA – 700 016

NAME AND ADDRESS OF THE TENDERER

.....
.....
.....

DATE AND TIME OF SUBMISSION OF THE TENDER : _____ P.M on _____

DATE AND TIME OF OPENING OF THE TENDER : _____ P.M on _____

OWNER : **CONVENOR,**
LIMITED TENDER COMMITTEE
THE INSTITUTE OF COST ACCOUNTANTS OF INDIA,
HEADQUARTERS, CMA BHAWAN, 12 SUDDER STREET,
KOLKATA - 700 016



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NOTICE OF INVITATION TO TENDERERS

1.	Name of Work	SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF FIVE STAR RATED WINDOW TYPE AIR CONDITIONERS for The Institute of Cost Accountants of India, Headquarters, CMA Bhawan, 12 Sudder Street, Kolkata – 700 016.
2.	Location	CMA Bhawan, Headquarters, 12 Sudder Street, Kolkata – 700 016.
3.	Scope of Works as mention in the tender	Supply, installation, testing and commissioning of Five Star Rated Window Type Air conditioners
4.	Estimated Cost	4,90,000/- including GST
5.	Start date for Tender Download	03.11.2023
6.	Last date for Submission of Tender	Up To 5.00 PM on 10.12.2023
7.	Date & Time of Opening of Technical Bid	On 12.12.2023 at 3.00 PM
8.	E.M.D.	<p>Rs. 25,000.00</p> <p>Those who are having registered with MSME are exempted from EMD. Copy of valid MSME certificate for the relevant work should be enclosed with the Technical bid of the tender.</p> <p>The successful bidder (MSME) need to deposit the EMD amount of Rs. 25,000/- on receipt of the work order from the Institute.</p> <p>EMD to be deposited in the form of demand draft payable at Kolkata in the Name of “THE INSTITUTE OF COST ACCOUNTANTS OF INDIA” Payable at KOLKATA drawn on any scheduled bank should be attached to the tender at the time of submission on which no interest shall be paid. The said Earnest money of the contractor to whom the work is awarded shall be held by The Institute up to the defect liability period of 12 months after the completion of work and to the rest, it shall be returned within twenty one days of opening of Price Bid.</p>



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		Earnest Money to be submitted with Tender, in the form of D.D. and shall be returned after defect liability period of 12 months. In case of successful tenderer does not enter into agreement for work within specified time limit the earnest money will be forfeited and no interest will be paid on earnest money.
9.	Security Deposit	Security Deposit shall be 10% of tendered amount (for MSME bidders Security Deposit is 10% of the tender amount and for non- MSME bidders it is 10% minus EMD amount), to be submitted by a successful tenderer at the time of issuing him Letter of Intent, in the form of Bank Guaranty. It shall be returned after defect liability period of 12 months.
10	Name of work	SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF FIVE STAR RATED WINDOW TYPE AIR CONDITIONERS Institute of Cost Accountants of India - Headquarters, CMA Bhawan, 12 Sudder Street, Kolkata – 700 016.
11	Type of Tender	This is an Item Rate Tender for SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF FIVE STAR RATED WINDOW TYPE AIR CONDITIONERS at The Institute of Cost Accountants of India - Headquarters, CMA Bhawan, 12, Sudder Street, Kolkata – 700 016 (tender and specifications with B.O.Q.)

To be filed by the Contractor:

I/we have quoted by/our offer in Item rate in words as well as in figures. I/We further undertake to enter into contract in prescribed form.

Signature of the Bidders with Stamp/Seal



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DETAILED TENDER NOTICE TO CONTRACTORS:

Sealed Tenders for work of “SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF FIVE STAR RATED WINDOW TYPE AIR CONDITIONERS at The Institute of Cost Accountants of India - Headquarters, CMA Bhawan, 12 Sudder Street, Kolkata – 700 016 in prescribed form, are invited by the Convener, Tender Committee, HQ, Kolkata, from the Registered Dealer of reputed brand such as **Blue Star; Voltas; LG; Hitachi**. The Tender will be available in the Institute’s website www.icmai.in under the menu tab “TENDER” which can be downloaded as a PDF File free of cost. The Tender Document need to be duly filled as per the instruction given in the tender form and be submitted in sealed covers addressed to the Convener, Tender Committee, The Institute of Cost Accountants of India - Headquarters, CMA Bhawan, 12 Sudder Street, Kolkata – 700 016 with the name of work written on the top of the envelope which will be received up to 5.00 PM on 10.12.2023, either physically by hand through a messenger or by Registered Post/Courier. Envelop No. 1 will be opened first and the date and time of opening of Technical bid will be informed in due course, in the presence of Tenderers or their authorized agents who may choose to be present.

1.1 Manner of submission of tender and its accompaniments:

The Tenderers shall submit the tender documents in two sealed Cover System, which is as below.

1.2 Envelope No. 1: Technical Bid

The first envelope clearly marked as “Envelope No. 1 – Technical Bid” shall contain the following documents.

- (i) Earnest Money in the form of a demand draft payable at Kolkata issued by a Scheduled Bank and duly endorsed in the name of “The institute of cost Accountants of India”.
- (ii) Certificate as a registered/Authorized Dealer as may be applicable. The said certificate should be issued by the company who is the Original Manufacturer of the Machine in their letter head. **(MANDATORY)**
- (iii) An up to-date Income Tax return for last three years in original from Income Tax Office, officer of the Circle (or true copy thereof duly attested by a Gazette Officer) valid on the date fixed for receipt of tender.
- (iv) Attested true copy of audited financial statement of year (2020-2021 – 2021-2022 & 2022-2023).
- (v) Attested copy of Certificate Registration from Assistant Registrar of firms/companies.
- (vi) Attested copy of certificate of registration of GST.
- (vii) Certified true copy of Partnership Deed/Memorandum of Article & Association, if applicable.
- (viii) Power of Attorney, if applicable.



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- (ix) Details of works of similar type and magnitude carried out during last five years by the contractor with satisfactory completion certificates by the awardee. The value of at least one work should not be less than Ten lakh and two of not less than Five Lakh each during last five financial years. Proof to be submitted.
- (x) shall contain only the main tender including the common set of conditions/ stipulations issued by The Institute after the pre-tender conference. A tender submitted without this would be considered as invalid.

1.3 Envelope No. 2 – Financial Bid

The second envelope clearly marked as “Envelope No. 2 – Price Bid”. The Tenderer should quote his offer as item Rates at the appropriate place of the price bid of the tender documents, to be submitted only in Envelope No. 2. He should not quote this offer anywhere directly or indirectly in Envelope No. 1. The contractor shall quote for the work as per details given in the main tender and also based on the detail set of conditions issued/additional stipulations made by the Institute, as informed by web site publication only, after pre-bid meeting. This tender shall be unconditional.

1.4 Submission of Tender:

The two sealed envelope No. 1 and 2 shall be again put together in one common cover and sealed. This sealed cover shall be marked on the left hand top corner “**Tender for SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF FIVE STAR RATED WINDOW TYPE AIR CONDITIONERS for The Institute of Cost Accountants of India, CMA Bhawan, Headquarters, 12 Sudder Street, Kolkata – 700 016**”. The Envelopes are to be submitted in the “**Limited Tender Committee Box**”.

The full name and address of the Tenderer and the name of the authorized agent delivering the sealed cover containing the Tender shall be written on the bottom left hand corner. If submitted by post, the sealed envelope marked as above shall be enclosed in another cover properly addressed and shall be sent by Registered Post Acknowledgement Due.

The date and time for receipt of Envelope containing tender shall strictly apply in all cases. The Tenderers should ensure that their tender is received by the Institute, before the expiry of the date and time. No delay on account of any cause will be entertained for the late receipt of the tender. Tender offered or received after the date and time is over, will not be accepted. If inadvertently accepted, the same will be not be opened and shall not be returned to the Tenderers.

1.5 Envelope No. 1

First of all, envelope No. 1 of the Tenderer will be opened to verify its contents as per requirements if, the various document contained in this envelope do not meet the requirements of the Institute, a note will be recorded accordingly by the tender opening authority and the said tender envelope No. 2 will not be considered for further action and the same will be recorded. At this stage the qualified contractors shall be informed by email/SMS about the time & date of opening of envelope No.2 i.e. Price Bid.



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1.6 Envelope No. 2

This envelope shall be opened after opening of Envelope No. 1 only if contents of Envelope No. 1 are found to be acceptable to the Institute.

1.7 Tender Acceptance:

Acceptance of tender will rest with The Institute, who reserves the right to reject any or all tenders without assigning any reason thereof. The Tenderer whose tender is accepted will have to enter into an agreement within 10 days of being notified to do so. In case of failure on the part of Tenderer to sign the agreement within the stipulated time, the offer of the tender shall be considered as withdrawn by them.

1.8 Validity Period:

The offer shall remain open for acceptance for minimum period of 180 days from the Date fixed for opening. In case the Acceptance is not given by the management within 180 days, the contractor has the right to withdraw the offer.

GENERAL INSTRUCTIONS TO TENDERERS:

- (1) This tender is an ITEM RATE TENDER based on a schedule of probable quantities in respect of each work and specifications accompany these tender papers. The schedule of probable quantities is liable to alterations by the Institute, deduction or additions to any extent at the discretion of the Institute.
- (2) Tenderers are to submit Tender in a prescribed form along with the following documents.
- (3) Form of Tender
- (4) Tenderers should quote their rates in words and figures indelible ink. The authorized representative of the Tenderer must sign the tender on all the pages and the same will bind the Tenderer.
- (5) Tender documents must be enclosed in sealed envelope titled as *TENDER FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF FIVE STAR RATED WINDOW TYPE AIR CONDITIONERS FOR The Institute of Cost Accountants of India, CMA Bhawan, Headquarters, 12 Sudder Street, Kolkata – 700 016” and addressed and delivered to before the appointed date and time.
- (6) The Awarder reserves the right to reject all or any tender without assigning any reason whatsoever and does not bind to accept the lowest or any Tenders.
- (7) The Awarder will not be responsible and pay any expenses or loss that may be incurred by any Tenderer in the preparation and submission of Tender.



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- (8) Tender will remain valid for a period of 180 days from the last date notified for the opening of tenders.
- (9) **Earnest Money:**
Earnest money will be accepted in the Form of Demand Draft payable at Kolkata issued by Scheduled Banks and endorsed in the name of "The institute of cost Accountants" payable at Kolkata.
The Earnest money will be refunded within 21 days after opening of Price Bid, in case of whose tenders are not accepted. In case of successful Tenderer, the earnest money will be with held as initial security deposit for completion of contract documents by the Tenderer. The amount of Earnest Money will be forfeited by the Institute in case the successful contractor does not enter into agreement for work within specified time limit. No interest shall be paid on earnest money.
- (10) **Tender Rate:**
No alteration in the form of tender and the schedule of tender and no additions in the scope of special stipulation will be permitted. Rates quoted for the tender shall be taken as applicable to all leads and lifts etc as detailed in the conditions of contracts for the entire tenure of the contract.
- (11) **Correction:**
No corrections shall be made in the tender documents, any correction that are to be made by crossing the incorrect portion and writing the correct option above shall bear the initials of Tenderer.
- (12) (a) The data whatsoever supplied by the Institute along with the tender documents are meant to serve only as guide to the tenders while tendering and the Institute accepts no responsibility whatsoever either for the accuracy of data or their comprehensiveness.
(b) The tenderer has examined the existing work also related to the items to handover all the work including existing work done, in complete and proper working condition.
- (13) All pages of tender documents, conditions, specifications corrections slip etc. shall be initialed by the Tenderer. The tender should bear full signature of the Tenderer, or his authorized Power of Attorney holder in case of firm.
- (14) The Income Tax including surcharge as applicable from time to time or at the rate as intimated by the competent Income Tax authority shall be deducted from bill amount.
- (15) The Tenderer rates shall be inclusive of all taxes, rates, and cess.
- (16) In case of any dispute arising out of this tender the same shall be subject to Kolkata jurisdiction only.
- (17) **The rates quoted by tenderer shall be inclusive GST as applicable.**
- (18) The contractor must not assign the contract nor must be sublet any portion of the contract except with the written consent of the Institute.
- (19) Tenderers having any doubt as to the meaning of the Tender documents or as to anything to be done under the contract or concerning these instructions must inform the Institute in writing.



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- (20) Receipts for payments made on account of any work, should be signed by the contractor or any person duly authorized by him on his behalf.

FORM OF TENDER

(NOTE: The General conditions of contract General Rules, Directions for guidance and instructions; Special conditions, Additional instructions for tenderers, all other documents contained in this book (folder) shall form part of the tender. Tenderers are required to fill up all the blank spaces in this form of Tender and Appendix.)

To:

CONVENOR,

TENDER COMMITTEE

THE INSTITUTE OF COST ACCOUNTANTS OF INDIA,

CMA BHAWAN, HEADQUARTERS,

12, SUDDER STREET, KOLKATA - 700 016

1. Having visited the site and examined the Instructions to Tenders, Drawing, General conditions of Contract, specifications and schedule of Quantities for the execution of the above named works, we the undersigned, offer to execute, complete and the whole of the said works in conformity with the said Instructions, drawings, general conditions of Contract, specifications and schedule of quantities for the said.
2. We undertake if our Tender is accepted to commence the work within 10 days of receipt of the Order to commence and to complete and deliver the whole of works comprised in the contract in days calculated from the last day of the aforesaid period in which the works are to be commenced.
3. We agree to abide by this tender for a period of 180 days from the date of opening of tender and it shall remain binding upon us and may be accepted at time before the expiry of that period.
4. In the event of our Tender accepted and until a formal Agreement is prepared and executed this Tender together with your written acceptance thereof, shall constitute a binding obligation upon us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Signature of the Bidders with Stamp/Seal



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ARTICLE OF AGREEMENT

Article of Agreement made on this _____ day of month 2023 between _____ (Hereinafter called awarder) _____ of the one part and _____ Whose registered office is situated at _____

(Hereinafter called "The Contractor") of the other part;

WHEREAS the awarder is desirous of SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF FIVE STAR RATED WINDOW TYPE AIR CONDITIONERS FOR The Institute of Cost Accountants of India, CMA Bhawan, 12 Sudder Street, Kolkata – 700 016" (Hereinafter called "the work")

And has Bills of Quantities showing and describing the work to be done to be prepared by or under the direction of the Institute.

AND WHEREAS the Contractors has supplied the awarder with a fully priced copy of the said Bills of Quantities (which copy is hereinafter referred to as the Contractor Bills.")

AND WHEREAS the Contractor has deposited the sum of Rupees

(Rupees _____)

with the award for the due performance of this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

For the consideration hereinafter mentioned the contractor will, upon and subject to the conditions annexed, carry out and complete the work shown upon the Contract Drawings and described by or referred to in the Contract Bills and in the said conditions.

The awarder will pay the contractor the sum of Rupees _____ (Rupees _____) (Hereinafter referred to as "the Contract Sum") or such other sum as shall become payable here under at the times and in the manner specified in the said conditions.

The said Condition and all other documents thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the Conditions and perform the agreements on their parts respectively in such Conditions contained.



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Signed by the said

AWARDER

In the presence of

Witness

Name

Address

Singed by the said in the

CONTRACTOR

Presence of

Witness

Name

Address



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GENERAL CONDITIONS OF CONTRACT:

Clause 1: Security Deposit & Retention money

The person/persons whose tender may be accepted (hereinafter called the contactor). He has to submit a bank guaranty/DD of 10 % of work value as security deposit, to the institute. That will be refunded after defect liability period. The Retention Money of 5%, will be deducted from running bills. The amount deducted from running bill shall be released within one month from actual completion of work. No interest shall be paid on Security Deposit.

Clause 2: Compensation for delay

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contactor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and for delay beyond two months, the contractor shall pay as compensation, an amount equal to one percent, of the contact amount every month.

The total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the contract amount.

Clause 3: Extension of time.

If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidable hindered in its execution or on and other ground, he shall apply in writing to the Technical Consultant before the expiry of the period stipulated in the tender or before the expiry of 30 days from the date to which he was hindered as aforesaid or on which the causes for asking for extension occurred. Whichever is earlier and the Technical Consultant may if in his opinion there are reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of PROJECT - COORDINATOR ICAI KOLKATA CHAPTER in this matter shall be final.

Clause 4: Bill to be on printed form.

The contractor shall submit all bills on the printed forms to be had on application at the office of the Technical Consultant. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender, at the rate hereinafter provided for such work. Bill format as "PROFORMA A, B or C as applicable".

Clause 5 : Work to be executed in accordance with specification, orders etc.

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and every other respect in strict accordance with specification. The contractor shall also confirm exactly fully and faithfully to the designs, drawing and instructions in writing relating to the work signed by the Technical Consultant and lodge in his office and to which the contractor shall be entitled to have access for the purpose of inspection in his office or on the site of the work during office hours.



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Clause 6: Action and Compensation payable in case of bad work.

If any time before the security deposit or any part thereof is refunded to the contractor it shall appear to the Technical Consultant or his subordinate in charge of the work, that any work has been executed with unsound imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Technical Consultant to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or if so required, shall remove the materials or articles so specified and provided other proper and suitable materials or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Technical Consultant in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding 10 days, during which the failure so continues and in the case of any such failure the Technical Consultant may rectify or remove and re-execute the work or remove and replace the materials or articles complained of as the case, may be at the risk and expense in all respects of the contractor. Should the Technical Consultant consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause 7: Works to be open to inspection. Contractor or responsible agent to be present.

All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Technical Consultant and his subordinates, and the contractor shall at all time during the usual working hours. and at all other times at which reasonable notice of the intention of the Technical Consultant or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions, or have responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

Clause 8: The contractor shall maintain sanctity and serenity congenial to the Institute.

Clause 9: Work not to be sublet. Contract may be rescinded and security deposit forfeited for subletting it without approval.

The contract shall not be assigned or sublet without the written approval of the Technical Consultant. And if to do, or become insolvent or commence any proceedings to the adjudicated and insolvent or make any composition with his creditors, or attempt so to do the Technical Consultant may by notice in writing, rescind the contract. In the event of a contract being rescinded, the security deposit of the contractor shall thereupon stand forfeited and be at the disposal of the Institute and same consequences shall as ensue as if the contract had been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.



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Clause 10: Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable to the applied of the use of the Institute without reference to the actual loss or damage sustained and whether any damage has or has not been sustained.

Clause 11: Changes in the constitution of firm to be notified.

In the case of a tender by partners, any change in the constitution of a firm shall be forthwith notified by the contractor to the Technical Consultant for his information.

Clause 12: Works to be executed under direction and contract of Technical Consultant

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Technical Consultant who shall be entitled to direct at what point or points /and in what manner they are to be commenced, and from time to time, carried on.

Clause 13: Action where no specification.

In the case of any class of work for which there is no such specification, such work shall be carried out in all respect in accordance with instruction and requirement of the Architect/Engineer-in-charge or as per C.P.W.D. specifications.

Clause 14: Method of payment.

Payment to contractors shall be made by cheque account payee/NEFT/RTGS on any Nationalized Bank convenient to the Institute, based on the bill submitted by the contractor as per work done. Payment shall normally be paid 75% within a period of 5 days and remaining shall be paid within 3 weeks from the date of receipt of bill. However, in case of delay payment for reasons beyond the control of the Institute no interest shall be payable.

Clause 15: Acceptance of conditions compulsory before tendering the work.

Any contractor who does not accept these conditions shall not be allowed to tender for works.

Clause 16: The rates to be quoted by the contractor must be inclusive of GST, cess etc. No. extra payment on this account will be made to the contractor.

Clause 17: Income Tax Clarification

The contractors shall have to furnish Income Tax assessment order and date on which he/they is/are assessed before his tender is accepted.

Clause 18: Price escalation

No price escalations shall be payable to contractor for this work.

Clause 19: Deduction of Income Tax

Income Tax on the gross amount of the bill shall be recovered from each bills as per prevailing Government Rules. However, a tax deduction certificate shall be issued on request.



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ADDITIONAL INSTRUCTIONS TO TENDERER

1. Handing Over of work:

All work and materials before finally taken over by the Institute will be entire liability of the Contractor for guarding, maintaining and making good any damages of any magnitude. Interim payments made for such work will not alter his position.

The handing over by the Contractor and taking over by the Technical Consultant or his authorized agent will be always in writing and copies will go to the Technical Consultant, his authorized representative and the Contractor. It is however, understood that before taking over such work the Institute will not put it to its regular use as distance from casual or incidental one, except as specifically mentioned in this contract or mutually agreed to.

2. Miscellaneous:

2.1 It is presumed that the contractor has gone carefully through the standard specification and studied of site conditions before arriving at rates quoted by him. The special provisions and detailed specification of wording of any item shall gain precedence over the corresponding contrary provisions in the standard specification given without reproducing the details in contract. Decision of Technical Consultant shall be final in case of interpretation of specification.

2.2 If the standard specification falls short for the items quoted in the schedule of this contract reference shall be made to the latest Indian standard specifications. If any of items of this contract do not fall in reference quoted above the decision and specification as directed by the Technical Consultant shall be final.

3. Definitions.:

- a) Under excluded by or repugnant to the contents a) the expression the Institute as used in the tender documents shall mean **The Institute of Cost accountants of India**, CMA Bhawan, Headquarters, 12 Sudder Street, Kolkata and the successful tenderer (AWARDER).
- b) The Consultant Engineer of the Headquarters of the Institute shall mean the PROJECT - COORDINATOR from the Institute.
- c) The expression Technical Consultant as used in the tender paper shall means the Architect of the work deputed by the Institute.
- d) The expression Contractor as used in the tender papers shall means the successful Tenderer whose tender has been accepted and who has been authorized to proceed with the work.
- e) The expression contract as used in the tender papers shall mean the deed of contract together with all its original accompaniments and those later incorporated in it by mutual consent.



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4. **Testing:**

10.1 The contractor shall make field arrangements for testing of all materials required for the completion of work.

SPECIAL CONDITIONS OF CONTRACT:

1. The contractor/vendor is bound to deliver the specific items in desired quantity within the required time period as mentioned in the tender.
2. The samples of item shall be first examined by the Technical Consultant. The changes should be made if any directed by the Technical Consultant as per the specifications mentioned in the contract.
3. All the vendors/contractors shall be coordinated by the Technical Consultant along with the Project Coordinator the Institute.
4. Contractors shall pay any local charges relating to execution of work.
5. Tenderers shall go through all documents before quoting rates and provide for necessary cost as may be included in either bill or material or specifications.
6. Site instruction shall be deemed for proper execution, and shall be carried out without extra charge.
7. Contractors shall insure whole work against fire, Duty of Care and third party. Refer "Performa F".
8. Only contractors that have successfully completed work of this nature and can produce proof thereof will be considered for this contract. The Owner reserves the right to request such proof after the quotation has closed.
9. The contractor will be held responsible for any damage what so ever to the existing premises and will carry out repairs or repainting to the complete satisfaction of the Owner at his own cost.



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APPENDIX TO GENERAL CONDITIONS OF CONTRACT

A	Mobilization Period	3rd Day from the date of Work Order
B	Date of Commencement of work on site	Within 7 days from the date of Work order
C	Completion Period	45 days from date of work order/mobilization whichever is later
D	Date of virtual completion	45 days from date of commencement
E	Earnest Money Deposit	Rs.25,000/-by Demand Draft [exempted for MSME bidders subject to production of valid copy of MSME certificate on relevant field of work]
F	Security Deposit	10% of tendered amount [to be retained up to defect liability period]
G	Defects Liability Period	12 months from date of Virtual Completion
H	Period of Final Measurement	30 Days

Signature of Contractors:

Witness:



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PROFORMA – A

REPORT OF VIRTUAL COMPLETION

Draft of letter to be written by the Contractor to the Technical Consultant in connection with the Virtual Completion Certificate as per the relevant clause.

“Having executed the work in terms of the Contract, we hereby certify that we have virtually completed the works covered by our Contract Agreement.

We hereby certify that the work has been executed wholly conforming to drawings, specifications and instructions of Technical Consultant.

We do certify further that we have executed the work in accordance with the applicable laws and without any transgression of such laws.”

NOTE: The Virtual Completion Certificate will be endorsed by the Technical Consultant as having examined the works and certifying that work has been executed as per detailed drawings and specifications.

Date & Signature of Tenderer:

Date & Signature of
Technical Consultant:

PROFORMA – B

SCHEDULE OF EXCEPTION AND DEVIATIONS

The bidder shall include in a schedule all exceptions or deviations made from the bidding documents of whatever nature included in the proposal.

Unless exceptions and deviations are stated in this schedule, the bidder will be deemed to have agreed with the conditions and specifications as stated in the bidding documents.

Each bidder shall be free in his proposals to indicate deviations and / or exceptions and / or alternative to these bidding documents.

Item Ref. Clauses	Description of Exceptions and / or Deviations
-------------------	---

Signature of Tenderer:

Signature of Technical Consultant:

Signature of Project Coordinator:



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PROFORMA – C

PERFORMA FOR APPLICATION BY CONTRACTOR FOR EXTENSION OF TIME

1. Name of the Contractor
2. Name of the Work as given in the Agreement
3. Agreement W O
4. Tender Amount
5. Date of Commencement of Work
6. Period allowed for Completion as per Agreement
7. Date of Completion as per Agreement
8. Period for which Extension of Time has been given

		Date	Month	Year
a)	1 st Extension vide ICMAI's Letter No.			
b)	2 nd Extension vide ICMAI's Letter No.			
c)	3 rd Extension vide ICMAI's Letter No.			

9. Reasons for which extensions have been previously given (Copies of the previous applications should be attached)
10. Period for which extension is applied for and the reasons thereof including hindrances, time for extra work assigned, if any etc.

Signature of Contractor & Seal:

Signature of Technical Consultant:

Signature of Project Coordinator:



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GENERAL SPECIFICATIONS

These specifications are for work to be done, items to be supplied and materials to be used in the works as shown and defined on the drawings and described herein all under supervision and to the entire satisfaction of the Technical Consultant & Owner.

The workmanship is to be the best available and of a very high standard, use must be made of specialist tradesmen in all types of work and necessary allowance must be made for the same in the rates quoted.

The materials and items to be provided by the contractor shall be the best of their respective kinds as specified in the tender and in accordance with the samples approved, where materials or products are specified in these specifications and/or Bill of Quantities by the name of the manufacturer of the brand name, trade name or catalogue reference, the contractor will require to obtain prior approval of the Technical Consultant and owner for using substitute material or product. The contractor shall produce all invoices, vouchers or receipted accounts for any materials if called upon to do so by the Technical Consultant and owner.

Samples of all materials are to be submitted to the Technical Consultant /owner for his approval before the contractor orders or delivers in bulk in the site. Samples together with their packing are to be provided by the Contractor free of charge and approved samples will be retained by the owner and designer for comparison with the materials which will be delivered to the site.

Should any materials be rejected by the Technical Consultant /owner, they will be removed from the site at the Contractor's expense. Also the contractor will be required to submit specimen finishes of colors, fabrics, etc. for approval of Technical Consultant / owner before proceeding with the works. Should it be necessary to prepare shop drawings, and then four copies of such drawings shall be submitted for approval of the Technical Consultant who will retain two copies, all at the Contractor's expenses.

AIR CONDITIONERS

1. The Air conditioner locations have already been marked in every room of the building.
2. The specification covers the supply, installation and commissioning of window type Air conditioners.
3. The tenderer shall study the specification and satisfy himself thoroughly and shall take full responsibility of the smooth, reliable and safe working.
4. All items of instrument shall be completed in all respects and any instrument not covered in the specification but essential for proper installation, operation and maintenance of the instrument shall be included by the vendor in his offer and the reasons for such inclusion shall be clearly stated.



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SCOPE OF WORK

- a) Removing of Existing Air- Conditioners.
- b) Take Back the Existing Air- Conditioners on Buy- Back basis from the Institute Premises.
- c) The scope of work includes supply, installation and commissioning of Window Type Air conditioners as specified in this specification.
- d) Supply of necessary spares.
- e) Packaging, forwarding, transport, insurance, loading, unloading, precaution against damage during transit etc.
- f) Performance Guarantee.
- g) Two sets of operation and maintenance manuals.
- h) Test Certificate: Vendor shall provide all necessary test certificates

SAFETY

All equipment items shall be complete with approved safety devices, wherever a potential hazard to personnel exists, and with provision for safe access to personnel to and around the instrument for operational and maintenance functions.

TEST AND INSPECTION

1. Inspection of the equipment will be done at ICMAI, Headquarters, CMA Bhawan, Kolkata.
2. The vendor shall demonstrate all the features of the equipment mentioned in the technical specification.
3. The vendor is solely responsible for installation, commissioning and making the complete system operational at user's site.

OPERATION CONDITIONS

1. All equipment shall be designed for smooth, efficient and trouble free operation in tropical humid climate of 45° C ambient and a humidity of 90%.
2. In cases where the offer deviates from the specification, the tenderer shall indicate clearly in his offer the specification proposed by him along with details thereof and the reasons for the deviation. Each exception to the specification or other parts of the tender document shall be listed separately by the tenderer. If exceptions are not clearly listed, they will not be considered by the Purchaser later.



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DISPATCH CLEARANCE

The vendor shall deliver the Machines to CMA Bhawan, 12, Sydder Street, Kolkata – 700 016 only after obtaining clearance for dispatch by the Institute.

INSTALLATION AND COMMISSIONING

1. It is to be noted again that supply, installation and commissioning of the system with all accessories, auxiliaries, and any item not covered in the specification but essential for proper installation, operation and maintenance of the AIR CONDITIONERS shall be included and executed by the tenderer.
2. The supply will not be deemed complete until the commissioning trial of the whole system is carried out by the tenderer at The Institute of Cost Accountants of India, Headquarters, CMA Bhawan, 12 Sudder Street, Kolkata – 700 016 successfully.

PERFORMANCE AND GUARANTEE

All necessary tests shall be carried out at The Institute of Cost Accountants of India, Headquarters, CMA Bhawan, 12 Sudder Street, Kolkata – 700 016 by the tenderer to demonstrate whether performance of the instrument conforms to the relevant standards and specifications and meets the functional requirement indicated in the specification.

WARRANTY

1. The product shall include 1-year warranty on product, 1-year warranty on condenser and 10 years warranty on compressor.

TECHNICAL SPECIFICATIONS

1. WINDOW TYPE AIR CONDITIONER

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF FIVE STAR RATED (1.50 TON & 1.00 TON CAPACITY) WINDOW TYPE AIR CONDITIONERS with below mentioned Specifications:

S.NO.	PARAMETER	SPECIFICATION FOR	
		1.50 Ton Capacity Window Type	1.00 Ton Capacity Window Type
1	Cooling Capacity	4.95 kW (Minimum)	3.80kW (Minimum)
2	Star rating	5 Star	5 Star
3	Panel Display	YES	YES
4	BEE Rating Year	2018	2018
5	Colour	White	White



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S.NO.	PARAMETER	SPECIFICATION FOR	
6	Cooling & Heating	No	No
7	Compressor type	High EER Rotary Type	High EER Rotary Type
8	Dehumidification	Yes	Yes
9	Condenser Coil	Copper	Cooper
10	Fan speed	3 Steps (Minimum)	3 Steps (Minimum)
11	Function modes	Auto/Cool/Fan/Dry – shall have power saving mode, temperature setting option should be available with Auto Air swing. The machine should have Auto Restart, Timer, Sleep Mode, Memory feature, Self- Diagnosis, Auto Swing facilities.	Auto/Cool/Fan/Dry – shall have power saving mode, temperature setting option should be available with Auto Air swing. The machine should have Auto Restart, Timer, Sleep Mode, Memory feature, Self-Diagnosis, Auto Swing facilities.
12	Body surface finish	Powder coated/high quality paint finish.	Powder coated/high quality paint finish.
13	Air filtering unit	Dust proof and anti-bacteria filter.	Dust proof and anti-bacteria filter
15	Remote control	Wireless with LCD display.	Wireless with LCD display.
16	Refrigerant type	R-22 or R-410A or any other refrigerant as per current industry standard.	R-22 or R-410A or any other refrigerant as per current industry standard.
18	Warranty	1 year warranty for Ac unit, 1 year on condenser and 10 years on compressor	
19	Acceptance Criteria	<ol style="list-style-type: none"> 1. Window AC should conform to IS room AC specification. 2. Supplier shall arrange for Window Type AC installation on walls at full capacity at CMA Bhawan, kolkata. 3. Operating and maintenance manual for Window Air-Conditioner unit should be provided. 	



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SCHEDULE OF RATES – PREAMBLE

1. The contractor shall be deemed to have visited the site before quoting for the tender and to have examined for himself the conditions under which the work will be carried out including local conditions under which the work will be carried out including local conditions affecting labour and to have studied the items of the bills of quantities, the drawings and specification, relating to them and to have satisfied himself that the rates quoted by him provide for all minor accessories and contingent works or services as necessary for the works described even though there are not specifically defined.
2. The rates quoted by the tenderer shall be inclusive of all, transport, loading, unloading charges, all levies, all taxes, etc. at the time of quoting their rates. The quoted rates shall remain firm throughout the contract period. No escalation on prices of labour and materials shall be entertained.

SCHEDULE OF QUANTITIES – PREAMBLE

1. All items of work contracted for shall be executed strictly in accordance with the description of the item in the Schedule of Quantities and specifications read in conjunction with the appropriate Indian Standard specifications.
2. The rate for each item of work included in the schedule of quantities shall unless expressly stated otherwise include cost of: -
 - 2.1. All materials, fixing materials, accessories, transport labour and incidentals required.
 - 2.2. Loading transporting, unloading, handling as necessary, hoisting to all levels, and setting, fitting and fixing in position and all other labour necessary and to fully complete the job in accordance with contract documents, good practice and recognized principles of trade laid down in codes of practice.
 - 2.3. Liabilities, obligations and risks arising out of conditions of contract.
3. In event of an error occurring in the amount column of the schedule, as a result of wrong extension of unit rate and quantity, the unit rate quoted by the Tenderer shall be regarded as firm and the extensions shall be amended on the basis of rates.

DOCUMENTS MUTUALLY COMPLIMENTRY

The several documents forming the contract are to be read as mutually complementary to each other and in case of ambiguities/ discrepancies, the same shall be explained and clarified by the Technical Consultant/Owner to the Contractor in what manner the work is expected to be carried out to meet the end requirements.

**Signature of the Tenderer/s
with the Seal of the Company**

Date:

Place:



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EVALUATION OF TECHNICAL BIDS

EVALUATION OF TECHNICAL BIDS

The evaluation of bids will be done on the basis of total 85 marks for Technical Bid.

The Cover a Containing Technical Bid will be opened by the Tender Opening Committee of the Institute of Cost Accountants of India, Mumbai Chapter, in presence of all bidders whoever participated in bidding or their authorized representatives having brought a proper letter of authorization to participate in the bid opening event.

Evaluation Weightage of the following parameters

Sl. No	Description	Weightage	Total Marks
1	Nos. of years of Operation a) Less Than 5 years b) 5 years to 10 years c) More than 10 years Total for S No 1 (max marks)	0 05 10	10
2	Maximum value (Project Cost) of any single project handled, a) up to Rs. 5.00 Lakhs b) More than 5.00 Lakhs and up to 15.00 Lakhs c) More than 15.00 Lakhs in the last 5 years as on 31.08.2023. Total marks for S No 2 (max marks)	10 15 20	20
3	Certificate from Chartered Accountant for average annual turnover of the applicant for the last three years a) From Rs. 20 lakhs to Rs. 30 lakhs b) From more than Rs. 30 lakhs to Rs. 40 lakhs c) From more than Rs. 40 lakhs and above Total marks for S No 3 (max marks)	5 8 10	10
4	The firm possessing Trade license from Municipal Corporation of Kolkata/District of West Bengal a) If Yes b) If No Total Marks for S No 4 (max marks)	10 0	10
5	Value/Limit of the solvency certificate (Issued by the Bank Not Prior to March, 2022). a) Value/Limit of Rs.16.00 Lakhs b) Value/Limit from more than Rs. 16.00 Lakhs up to Rs. 25.00 Lakhs	5 10	



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Sl. No	Description	Weightage	Total Marks
	c) Value/Limit from more than Rs. 25.00 Lakhs up to Rs. 40.00 Lakhs d) Value/Limit more than Rs. 40.00 Lakhs Total Marks for S No 5 (max marks)	15 20	20
6	Having Local Office at Kolkata. a) Full Fledged Establishment b) Branch Office at Kolkata c) No Office at Kolkata Total Marks for S No 6 (max marks)	10 5 0	10

Note

1. Tenderers to present all the documents in the sequence of the serial numbers.
2. Tenderer shall put their own marking by encircling the weight age. This self-marking may not be acceptable the tendering evaluation committee and decision of the evaluation shall be final and binding and without any contest or protest by tender.

Qualifying Marks: The Bidder securing qualifying marks of 60 marks out of 80 marks as fixed for qualification in "Technical Evaluation "will be considered eligible for considering the price bid.

EVOLUTION OF PRICE BIDS

Price bids of the Technically Qualified vendors, whose marks in Technical evaluation is equal of more than 60, only will be opened. The work will be awarded to the first lowest (L1) bidder. In case the first lowest bidder (L1) fails to execute the agreement within five days of the award of bid, the Earnest Money Deposit of the defaulting bidder will be forfeited.

AWARD OF CONTRACT

The work will be awarded to the bidder who offered the first lowest (L1) financial bid among the technically qualified bidders.

The Secretary, the Institute of Cost Accountants of India Kolkata may reject any / all of the bids received without assigning any reasons whatsoever.

Validity period of Bid and Agreement:

- (i) 180 days shall be the validity period of bid from the date of opening of the Technical Bid.
- (ii) 9 Months shall be the validity period of agreement from the date of concluding agreement.

On award of the contract, the firm is expected to take up/commence the assignment within three days from the date of issue of work order.



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PRICE BID & BILL OF QUANTITIES (BOQ)

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF FIVE STAR RATED WINDOW TYPE AIR CONDITIONERS FOR THE INSTITUTE OF COST ACCOUNTANTS OF INDIA - HEADQUARTERS, AT CMA BHAWAN, 12 SUDDER STREET, KOLKATA – 700 016.

TO BE FILLED BY THE TENDERER					
S. No.	Description of work	Unit	Qty.	Cost	
				Rate	Amount
1	WINDOW TYPE AIR CONDITIONER				
	Supply & Installation of Window Type Air Conditioner 5 Star rated with complying the specification mentioned in the tender document with Auto/Cool/Fan/Dry functional modes and shall have power saving mode, temperature setting option should be available with feel and climate control technology. The machines should have 1-year warranty for Ac unit, 1 year on condenser and 10 years on compressor. Unit shall be 100% copper type. Makes approved (Blue Star; Voltas; LG; Diking; Hitachi), Including Installation charges and Removing of existing Window Air-Conditioners.				
a	1.50 TR Capacity	NOS.	12		
b	1.0 TR Capacity	NOS.	02		
	Sub – Total (A)				
2	Buy – Back Value of Existing window Type air- Conditioners				
a	1.50 TR Capacity	NOS.	12		
b	1.0 TR Capacity	NOS.	02		
	Total Buy- Back value (B)				
	NET TOTAL (C) = (A – B)				
	Applicable GST on (A) = (D)				
	GRAND TOTAL (C + D)				
Annual Maintenance Charges after completion of Warranty Period/Defect Liability Period will be _____% of the Basic Cost (Without Taxes) of the Air- Conditioning Unit.					

Please note: The net amount, i.e. value of work less value of buyback of the existing Air-Conditioners, will be considered for evaluation of price bid.

SIGNATURE OF THE TENDERER:

ADDRESS WITH COMPANY SEAL:

DATE: