



THE INSTITUTE OF COST ACCOUNTANTS OF INDIA

(STATUTORY BODY UNDER AN ACT OF PARLIAMENT)

HEADQUARTERS : CMA BHAWAN, 12, SUDDER STREET, KOLKATA – 700 016

DELHI OFFICE : CMA BHAWAN, 3, INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI – 110 003.

Web site: www.icmai.in

Land Line No. : +91-033-2252-1602/1619/7373/7143

TENDER NOTICE

Erection of Boundary Wall & Main Entrance Gate of

CMA Bhawan, C-42, Sector – 62, Noida,
Dist. - Gautam Budh Nagar, UP- 201 301.



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Tender Notice

ICMAI/New Delhi/Civil Work/Noida Bldg/01-21

Date: 28 January 2021

Date of Invitation: 28 January, 2021 (Wednesday)

Date of Closure : 3:30 pm on 18th Feb., 2021 (Thursday)

The Institute of Cost Accountants of India intends to undertake the work of Erection of Boundary Wall and Main Entrance Gate of the CMA Bhawan, C-42, Sector – 62, Noida, Dist. Gautam Budh Nagar, UP- 201 301.

The interested bidders may send their quote for the supply and installation as per specifications given below in a sealed envelope mentioning “**Quotation for Boundary Wall and Main Entrance Gate-Noida**” to be dropped in the Tender Box, Ground Floor, The Institute of Cost Accountants of India, CMA Bhawan, 3 Institutional Area, Lodi Road, New Delhi-110 003 as per the following specifications latest by 3.30 PM on 18th February, 2021 (Thursday).

1	Name of work	Boundary Wall and Main Entrance Gate Work, CMA Bhawan, C-42, Sector-62, Noida, Dist. Gautam Budh Nagar, UP – 201 301
2	Date of Announcement of Tender	January 28 th , 2021; Thursday
3	Last date for Submission of Tender	3:00 pm of February 18 th 2021; Thursday
4	Address of Submission of Tender	<i>Tender Box, Ground Floor, The Institute of Cost Accountants of India</i> , CMA Bhawan, 3 Institutional Area, Lodi Road, New Delhi-110 003.
5	Mode of Submission of Tender documents	By hand or through post/speed post/courier so as to reach before the due date and time i.e. 3:00 pm of 17 th February 2021. The tender submitted through any mode must mention on the main envelope ‘ Tender for Boundary Wall and Main Entrance Gate Work of CMA Bhawan -Noida ’ The main envelope must contain two separate envelopes (i) Technical Bid, EMD and other relevant documents (ii) Financial Bid (ONLY)



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6	Period of Completion of project	Maximum 60 days from the date of handing over of the site/ issuance of work order. Working Hours will be 9:00 A.M. to 6:00 P.M.
7	Bid Security/EMD Amount	<p>Rs.35,000/- (Rupees thirty thousand only)</p> <p>(To be submitted along with the Technical bid in the form of DD in favour of 'The Institute of Cost Accountants of India', payable at New Delhi)</p> <p>Bid Security to be obtained from all the bidders except the bidders registered with Micro and Small Enterprises (MSEs).</p> <p>The EMD of unsuccessful bidders shall be refunded to them without any interest after the decision of awarding the work to the L-1 bidder is taken-</p> <p>The EMD of the successful bidder will be returned after the receipt of Performance Security of the Works.</p>
8	Performance Security deposit	<p>Rs.75,000/- (Rupees seventy five thousand only)</p> <p>(To be submitted by the successful bidder within 10 days of awarding the Work)</p> <p>100% of Security Deposit L1 bidder will be refunded after successfully completion of the specified works and also after expiry of Defects Liability Period.</p>
9	Defects Liability period	6 months from the date of completion as certified by the Architect.
10	Value of work as certified by the Architect be submitted for payment to be taken for issue of Interim certificate for payment : (as per recommendation of the Architect)	<p>75% of the value of work can be claimed in phases in the form of three (3) running account bills:</p> <ol style="list-style-type: none"> 25% payment against 30% work done 25% payment against 60% work done 25% payment against 90% completion of work <p>Remaining value of work to be released after completion of work and handed over to the satisfaction of the architect and the Institute.</p>
11	Liquidated Damages	1% of the Contract value per week or part thereof subject to a maximum of 10% of contract value/final bill amount.



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12	Estimated Cost of the Project	7 lakhs (approximately)
13	Contact Person	Ms. Usha Negi, Deputy Director (Infrastructure) Email id: - infrastructure.dd2@icmai.in Landline: +91 9871474141 Office Hours – 9.30 A.M. to 6.00 PM

a) Eligibility Criteria

The following are the eligibility criteria for the contractors to participate in the tender bid:

1. Average annual financial turnover during the last three Years ending 31st March 2020 should be at least Rs.30 lakhs (Audited P&L and Balance Sheets to be enclosed)
2. The bidder should have experience of having successfully completed 6 similar types of works of value as indicated below during the last 7 years ending 31st March, 2020. Similar work means carrying out civil work & similar work.

Note: The bidder should also produce certificate for successful and satisfactory completion of the above mentioned six projects.

- b) **Time** is the essence of contract. The work should be completed within **60** days from the issuance of work order. Working Hours will be between 9:00 A.M. to 6:00 P.M. on all days.
- c) Financial Evaluation would be made on Lowest (L1) basis of rates quoted in the Financial Bid. No alteration in Financial Bid will be entertained. If so done by bidder or any condition is imposed on the Financial Bid, bid will be considered null and void.

d) Mode of submission of tender:

- i) The Technical Bids (Annexure-1) should be duly filled in and signed & stamped on all the pages. The Tender Document must be signed & stamped on all the pages, accompanied by details of the Company Profile, audited balance sheet for last 3 years, proof of submission of Income tax returns (last 3 years), PAN, GST, trade license, completion certificate of 6 similar works with specifications during the last 7 years (Proforma I), undertaking as per Performa II, Tender form, Letter of acceptance for Works (Proforma III), documents supporting the eligibility criteria, along with the EMD; should be kept in as separate sealed envelope marked “A” super scribing as “**TECHNICAL BID, Tender No. ICMAI/New Delhi/Civil Work/NoidaBldg/01-21 & Title Quotation for Boundary Wall and Main Entrance Gate-Noida**”. Name & Address of the bidder to be mentioned.



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- ii) The Price bid (Annexure – 2) duly filled and signed should be placed in a separate sealed envelope marked “B” super scribing as **“FINANCIAL BID, ICMAI/New Delhi/Civil Work/Noida Bldg/01-21 & Title- “Quotation for Boundary Wall and Main Entrance Gate-Noida” with Name & Address of the bidder”**. *The Envelope “B” should contain the price bid only.*
- iii) The sealed envelopes marked as A and B to be put in a Master Envelope marked” superscribed as **“TENDER for “Quotation for Boundary Wall and Main Entrance Gate-Noida”. The bidder must mention his name address, telephone no. and email id on the main cover.**
- iv) Sealed tenders duly filled in should be addressed to The Convener, Tender Committee, The Institute of Cost Accountants of India, CMA Bhawan, 3 Institutional Area, Lodi Road, New Delhi and dropped in the tender box available/ laid in the Ground Floor, CMA Bhawan, New Delhi **on or before 3:00 P.M. of 9th February, 2021.**
- e) Before the final submission of Tender Document the bidders must check-out the website of the Institute for any corrigendum w.r.t. this Tender. In this connection bidders are also advised to mention their name, address, telephone no. of contact person and also email id to intimate about the corrigendum, in case bids are submitted before the issue of corrigendum.
- f) The tenders submitted shall remain valid for acceptance for a period of 100 days from the date of awarding of Work Order/LOI.
- g) The Price bid of only those Bidder who satisfies the eligibility criteria and qualifies in the technical bid will be opened.
- h) ICAI in its sole discretion & without having to assign any reason reserves to itself the rights to
 - i. Accept or reject the lowest Tender or any other tender or all the Tenders.
 - ii. Reject the offers not confirming to the tender Terms & Conditions.
 - iii. Reject any conditional and/or incomplete Tender.
- i) In case, the Bidder after being declared as successful L-1 bidder withdraws themselves from the bid or fails to start resume the work within the prescribed time his EMD would be forfeited.
- j) The bidder must carefully read and examine the whole tender document, and also visit the site at his own expenses, study the technical specifications, drawings etc before submitting the tender. Any discrepancy if found shall be brought to the notice of the competent authority of the Institute.
- k) No consideration shall be given to any bidder after the expiry of time as stipulated above



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and no extension of time will normally be allowed for submission of the tender.

- l) The Tender form shall be signed by a person on behalf of the bidder organization, who is duly authorized to do so.
- m) Each page of Tender Document shall be properly signed along with seal of the bidder.
- n) In absence of any required document/Certificate, the bidder should clearly indicate in the format as 'not available'.
- o) The original bid (Technical bid and financial bid) shall contain no interlineations over writing, except as necessary to correct errors made by the Contractors themselves. The person who signed the bid must initial such corrections.
- p) It should definitely be understood that ICAI does not accept any responsibility for the correctness or completeness of this tender document & schedule and is liable to alterations by ICAI.
- q) The bidder shall furnish an undertaking duly regarding their non-blacklisting/Left any work abandoned in any of the government department and public sector undertaking/enterprise in India and central vigilance commission during the last five financial years as per Annexure 1.
- r) Letter of acceptance (Proforma III) of tender terms and conditions must be submitted.

Section 1 – Commitments of the Institute

- (1) The Institute commits itself to take all measures necessary to prevent corruption and to observe the following principles :-
 - a) No employee of the Institute, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Institute will, during the tender process treat all Bidder(s) with equity and reason. The Institute will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Institute will exclude from the process all known prejudiced persons.



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- (2) If the Institute obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Institute will initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s) / Contractor(s)

- (1) The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Institute's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act, further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Institute as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit Offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future Contracts.

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Institute is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the Further, if any



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Guidelines on Banning of business dealings are required, The Secretary, ICAI, would be authorized to approve the same.

Section 4 – Compensation for Damages

- a) If the Institute has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Institute is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security
- b) If the Institute has terminated the contract according to Section 3, or if the Institute is entitled to terminate the contract according to Section 3, the Institute shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Security.

Section 5 – Previous transgression

- a) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- b) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken.



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THE INSTITUTE OF COST ACCOUNTANTS OF INDIA, CMA BHAWAN, NEW DELHI.

TECHNICAL BID

PARTICULARS OF THE BIDDER TO BE FURNISHED FOR THE PURPOSE OF PRE-QUALIFICATION

Tender No. ICMAI/New Delhi/Civil Work/Noida Bldg/01-21

Annexure -1

The quotation should be in the following format:

Part A: Details of the Company:

Sl. No.	SUBJECT	DETAILS
1	Name of Proprietors/ Firm / Company	
2	Contact Address, Telephone No., and Email ID	
3	Year of incorporation (attach trade licence)	
4	Status of the firm (Company / Firm/ Proprietary)	
5	Name of Directors / Partners/ proprietor(s) (Please enclose relevant documents/deed)	
7	PAN No.	
8	TAN/TIN No.	
9	GSTN	



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Sl. No.	SUBJECT	DETAILS
10	Bank details	
11	Furnish copies of income tax returns for three years duly certified.	2019-20: 2018-19: 2017-18:
12	State Annual turnover of the Bidder with following : Copies of Audited Balance Sheet, Trading/Revenue A/c and Profit & Loss A/c for these three years duly Certified	2019-20: 2018-19: 2017-18:
13	Documentary proof in support of Satisfactory completion of three similar works as per eligibility criteria and format attached.	
Seal & Signature of the Bidder		



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PROFORMA-I

PARTICULARS IN RESPECT OF 6 MAJOR SIMILAR WORKS EXECUTED IN LAST 7 YEARS

Sl. No.	Name of work/ project with address	Client	Name of Architect / Architect	Short description of the work	Value of work executed for	Stipulated date and time of completion	Actual Date and time of completion	If any delay, reasons for the same

Note: Should be supported by related documents.

Place:

Date:

Signature of Contractor/Bidder with seal



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TERMS & CONDITIONS OF TENDER

1. The tender form must be filled in English and all entries must be made by hand with blue/black ink and written in ink.
2. The work to commence from the date of issuance of Letter of Intent. This is a one-time contract and will be terminated automatically on completion of Defect liability period.
3. **The Contract:** Shall mean the tender documents comprising the Notice Inviting Tender, form of tender conditions, the drawings and priced bill of quantities with their preamble, the acceptance thereof, the specifications referred to in the conditions, designs, drawings and instructions issued from time to time by the **Architect/Institute** and all these documents taken together are deemed to form one contract and shall be complementary to one another.
4. **Notice in writing** or written notice shall mean a notice in written, typed or printed characters sent (Unless delivered personally or otherwise proved to have been received) by hand, speed post, registered post to the last known private or business address or to the registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
5. **Provisional Items** shall mean items for which only very approximate quantities have been included in the tender documents.
6. The tenders must be submitted in the prescribed format only. The rates should be written both in words and figures without any erasures and alterations. However, if errors are made, the wrong figures or words must be neatly scored out under full signature of the bidders and the correct figures and words neatly rewritten. Over writing is not permitted. Applying white fluid for correcting rates and amount is also prohibited.
7. The bidder shall quote his rates inclusive of cost of materials, corresponding wastages, labour, duties, octroi, and cost of transportation of materials to work site etc. The rates quoted will be firm and no escalation on any account shall be allowed on the accepted rates.
8. Tax to be indicated separately in the quote. However, in case, there is change in rate of tax in future, the new tax rate will be applicable.
9. Errors in the schedule of quantities, rates and amount shall be dealt with in the following manner:
 - i) In the event of a discrepancy between the rates quoted in words and the rates in



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- figures, lowest rate will be taken into consideration.
- ii) In the event of an error occurring in the amount column as a result of wrong calculation the unit rate shall be regarded as firm and the amount shall be amended accordingly based on the quantity given.
 - iii) All errors in totalling in the amount column and in carrying forward, the totals shall be corrected.
10. The quantities indicated in the schedule of quantities are only probable quantities and are liable to alteration by omission, reduction or addition at the discretion of the Institute. Payment shall be made on the basis of actual quantities of work done at the accepted rates.
11. The contract shall be an item rate contract wherein the contractor shall be paid for the actual quantity of work done at the rates quoted by him in the contract and agreed to by the owner.
12. The scope of the work is as illustrated and specified in the tender document. If the contractor shall find any divergence from the same, it has to be communicated to the owner in written and the final instructions a given by the owner shall be adhered to.
13. The contractor shall visit and examine the work site for understanding the scope of work. No extra charges in consequence of any misunderstanding or incorrect information on any of these points, or on the grounds of insufficient description will be allowed.
14. The contractor shall comply with and give all notices required by any Government authority and instrument, rule or order made under any Act of Parliament or any regulation or Bye law of any local authority relating to the work or with system the same is or will be connected.
15. The Contractor shall pay and indemnify the Owner against liability in respect of any fees/ charges legally demandable under any Act of Parliament, instrument, rule o order or any regulation or Bye-law or any local authority in respect of work.
16. The Contractor shall not claim any extras for fluctuation of price and the contract price shall not be subject to any rise or fall in prices.
17. The Contractor shall if required submit satisfactory evidence as to the kind and quality of material.



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18. The bidder is not authorised to make alterations in the drawings, specifications or in probable quantities accompanying the tender. Any alterations made in the tender document will liable to be rejected and invalidated.
19. The bidder must obtain at his own expenses all the information necessary for the purpose of filling this tender and before entering into a contract with the Institute, must examine the drawings, specifications, conditions etc. inspect the site of work and acquaint himself with all conditions and matters pertaining there to. **The site can be inspected on all working days from Monday to Friday between 10:30 A.M. to 4:30 P.M. (except public holidays).**
20. Canvassing in connection with the tender is strictly prohibited and the tender of anyone resorting to canvassing shall be liable for rejection on that ground alone.
21. Before awarding of contract, all original documents will be checked by the Institute and at that time attested photo copies may require to be furnished.
22. **COMPLETION PERIOD:**
The entire work shall be completed by the contractor within **60 days from the day of issuing the work order & hand over of site.** The work shall be commenced within 7 working days after the issuance of LoI. The work is of urgent in nature and the completion time schedule should be strictly adhered to by the contractor.
23. The rules and regulations, as prescribed in the Tender document comprising the Notice Inviting Tender, form of tender conditions, the drawings, priced bill of quantities together with conditions of contract, specifications etc., shall be strictly adhered to and under any circumstances no extra payment will be entertained due to loss of man-days of the Contractor and ICAI shall not be liable for such loss.
24. The tenders submitted shall remain valid for acceptance for a period of **100 days** from the date of their opening. Should any tender after being declared as successful bidder withdraws his tender or makes any modifications to his tender, the tender shall be treated as having been rejected or abandoned and his EMD will be forfeited.
25. The work shall be carried out under the directions and supervision of the architect and subject to the approval in all respects by the Institute.



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26. On acceptance of the tender the contractor shall in writing at once inform the Institute the names of his accredited representatives who will be responsible to take instructions from the Architect/Institute.
27. The work or any part of it shall not be transferred/ assigned or subject to without the consent of ICAI.
28. The contractor shall be required to co-operate and work in accordance with and afford reasonable facilities for such other agencies/specialists as may be employed by **ICAI** on other works / sub works in connection with the work.
29. Loading unloading and challan/penalty etc. of carriage of goods, material, equipment's, etc. would be the sole responsibility of the Contractor and the Institute will neither bear responsibility nor bear any expenses/cost in this regard.

SPECIAL TERMS AND CONDITIONS

30. The bidder shall furnish an undertaking regarding their non-blacklisting/Left any work abandoned in any of the government department and public sector undertaking/enterprise in India or organisation of repute. Annexure-I.

31. PERFORMANCE SECURITY:

The Performance Security shall be Rs. 75000/- (Rupees Seventy Five thousand only) in the form of a Demand Draft drawn on any scheduled Bank in favour of The Institute of Cost Accountants of India, Payable at New Delhi and to be submitted within 10 days of issuance of Work Order. Security Deposit shall not bear any interest. The security deposit shall be retained by the Institute till the end of defect liability period and subject to the forfeiture clause applicable.



THE INSTITUTE OF COST ACCOUNTANTS OF INDIA

(STATUTORY BODY UNDER AN ACT OF PARLIAMENT)

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Web site: www.icmai.in

Land Line No. : +91-033-2252-1602/1619/7373/7143

CONDITIONS OF CONTRACT

ICAI Instructions:

- 1.** The contractor shall execute the whole and every part of the work in the most substantial and workmanship like manner and both as regards materials and otherwise in every respect in strict accordance with the specifications, conforming exactly, fully and faithfully, to the designs, drawings and instructions in respect of the work given by Institute and under the directions and supervision of the architect and subject to the approval in all respects by the Institute who may in their discretion and from time to time issue further drawings, and/or written instructions, directions, details and explanations.
- 2. The contractor to provide everything necessary:** The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and amounts shall except as otherwise provided cover all his obligations under the contract, and all matters and things necessary for the proper completion of the work.

The contractor shall provide at his own cost all materials (except such, materials if any, as may in accordance with the contract be supplied by the Institute) machinery, plant, tools, appliances, implements, ladders cordage, tackle, scaffolding, in fact everything necessary or proper for the proper execution of the work, whether original, altered or substituted according to the true intent and meaning of the or substituted taken together whether the same may or may not be reasonably inferred there from, and if the contractor finds any discrepancy in the drawings, or between the drawings, schedule of quantities and specifications, or between the drawings, schedule of quantities and specifications, he shall immediately and in writing refer to the Architect/Institute who shall decide which is to be followed, subject to:

- i. Anything shown or contained in any one or other of (a) the drawings, (b) Specifications and (c) the contract schedule and not shown in the others shall be equally binding as if it were contained in each of them.
- ii. Figured dimensions are to be followed in preference to the scale, and large scale details in preference to small scale drawings.
- iii. The following orders of preference shall apply :
(a) The drawings, (b) specifications, covered by bill of quantities, (c) Technical



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specifications.

- 3. Contractor to confirm to legal regulations:** The contractor shall confirm to the provisions any Act of the Legislature relating to the works and to the regulations and Bye - laws of any authority and if any water, lighting and other companies and/or authorities with whose system the structure is proposed to be constructed, and shall, before making any variations from the drawings or specifications that may be necessitated by so conforming give to **Institute** written notice, specifying the variation proposed to be made and the reason for it, and apply for instructions thereon. In case the contractor shall not within ten days receive such instructions he shall proceed with the work, confirming to the provisions, Regulations or bye-laws in question.

The contractor shall bring to the attention of Client all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office all fees that may be properly chargeable in respect of the works and lodge the receipts with Institute.

The Institute is entitled to deduct all taxes and rates as per existing laws and rules, from any money due or that may become due to the contractor.

- 4. Contractor Responsible for setting out work:** The contractor shall on the basis of dimensioned drawings and information necessary for the purpose furnished by the Architects set out the works on site at his own expense and responsible for the correctness of the positions, levels, dimension and setting out by the representative of the architect or of the Institute shall amend at his own cost and to the satisfaction of the **Architect/Institute**, any error in the setting out or consequential to wrong setting out, found at any stage during the progress of the work or during the defects liability period after completion of the work.
- 5. Supervision by Contractor:** The contractor shall give all necessary personal superintendence during the execution of works, and thereafter as long as the **Architects / Institute** may consider necessary until the expiration of the "Defects Liability Period". The contractor shall also during the whole time the works are in progress, employ a competent and qualified representative whose name shall be approved by the Architect and who shall be supervisor in attendance at the works while the men are at work. Any directions, explanations, instructions, or notices given by the Architect/Institute to such representative shall be held to have been given to the contractor. If the contractor fails to



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appoint and keep on the works a competent and qualified representative as aforesaid, **Architect/Institute** shall have powers to suspend the works till such time a competent qualified representative as aforesaid is posted and the contractor shall not be entitled to claim extension of time on the plea of such suspension of the works.

- 6. Dismissal of workman:** The contractor shall on the request of the Institute immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Contractor shall not be again employed on the works without the permission of Architect/Institute.
- 7. Access to works:** The Institute, the architect and his respective representatives shall at all reasonable times free access to the works and /or to the workshops, factories or other places where materials are laying or from which they are being obtained and his respective representative, all reasonable facilities necessary for inspection and examination and tests of the materials and workmanship. No person unauthorized by the Institute or the architect except the representatives of public Authorities shall be allowed on the works at any time.
- 8. Work not to be sublet:** The whole of the works included in the contract shall be executed by the Contractor who shall not directly or indirectly transfer, assign or sublet the contract or any part share thereof or interest therein without the written consent of the Institute, and no undertaking shall relieve the contractor from active superintendence of the works during their progress.
- 9. Variation not to vitiate the contract:** No alteration, omission or variation shall vitiate this contract but in case if the **Architect/Institute** thinks proper at any time during the progress of the works to make any alterations in or additions to or omission from or substitutions for the original drawings, specifications, designs and instructions or any alterations in the kind or quality of the materials to be used in the work and shall give notice thereof to the contractor, in writing the contractor shall alter, add to or omit from or substitute for as the case may require, in accordance with such notice and carry out the amended work on the same conditions in all respects on which he agreed to do the main work, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from or substitutions in the works or any deviation from any of the provisions of the contract stipulations, specifications or contract drawings without the previous consent in writing of **Institute** and the value of such extra, alteration, additions or omissions or substitutions shall in all cases be determined by the Architect/Institute with the prior approval in writing of the Institute in accordance with the provisions of Clause 14 hereof, and shall be added to or deducted from the contract amount



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accordingly.

- 10.** Similarly the contractor is eligible for extra time and payment on mutually agreed terms with the Institute and the Architect for changing the position of the work from one to another or to a more difficult position than shown in the drawings or described in the specifications or the contract schedule, or the carrying out of work under circumstances not contemplated in the specification or the contractor.
- 11.** **No compensation for alteration in or restriction of work:** If at any time after the commencement of the work the Institute for any reason whatsoever does not require the whole or part or parts thereof as specified in the tender to be carried out, Institute shall not give notice of the fact to the contractor who shall not claim for any compensation whatsoever on account of any profit which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out. Nor shall have any claim for compensation by reason of any alterations having been made in the original specifications, drawings, designs and instructions which shall involve curtailment of the work originally contemplated.
- 12.** **Schedule of quantities on standard of measurement:** The schedule of quantities unless otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurement.
- 13.** **Errors in Bill of Quantities:** No error in description or in quantity or by way of omission of items from the schedule of quantities shall vitiate this contract but shall be rectified and the value thereof as ascertained under clause 15 (price variation) herein shall be added to or deducted (as the case may be) from the contract amount provided that there shall be no rectification of errors in the contractor's schedule of rates.
- 14.** **Lump sum Provisions in Tender:** When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Architect, payable by measurement, ICAI may at its/their discretion pay the lump sum amount entered in the estimate, and the certificate in writing of the Architect shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.
- 15.** **Measurement of works:** The Architect may from time to time intimate to the contractor and the Institute the required works to be measured, the contractor shall forth with attend or send a qualified agent to assist the Architect or representative in taking such



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measurements and calculations and to furnish all particulars or to give all assistance required either of them.

Should the contractor not attend or neglect or omit to send such agent then the measurements taken by the Architect or person approved by him shall be taken to be correct measurement of the works. Such measurements shall be taken in accordance with the Indian Standard Method of Measurement, unless otherwise provided for elsewhere in this contract.

The contractor or his agent may at the time of measurement taken such notes and details as he may require.

All authorized extra works, omission and all variations made without Architect's knowledge, if subsequently sanctioned by him in writing (with the prior approval in writing of the Institute) shall be included in such measurement.

16. Price of variation: The rates for additional, altered, substituted work shall be arrived at in accordance with the following rules:

- i. The net rates or prices in the contract schedule shall determine the valuation of (the rates for) the extra work (items) where such extra work is of similar character and is executed under similar conditions as the work priced therein. The extra work shall not exceed 10% of the total contract value.
- ii. If the rates for the extra, altered or deviated work are not available in the contract schedule, they shall to the extent possible be derived out of the rates given in that schedule for similar items. For the purpose of such derivation, where necessary and when so directed, the contractor shall furnish detailed analysis for the said similar or near similar items in the contract schedule. For such portions of the analysis for the extra altered or substituted/deviated work for which prices cannot be abstracted from the corresponding analysis of rates for the said similar or near substantiated by purpose bills/vouchers shall be adopted. Using factors and constants for quantum's of material labour, T&P and sundries from NBO/CPWD, standard PWD data/analysis in the order. When called upon to do so the contractor shall submit the required purchase bills/vouchers.
- iii. In the case of additional, altered or deviated work for which rates cannot reasonably be derived as at (ii) and (iii) above, the rates shall be worked out adopting market



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prices substantiated by purchase bills/vouchers, using factors and constants for quantum's of material, labour, T&P and sundries from NBO/CPWD/Standard materials, labour, T&P and sundries from NBO/CPWD/Standard PWD/data analysis in the order thus written, adding 15% towards profits and overheads. When called upon to do so the contractor shall submit his purchase bills/vouchers, to the Architect/Client.

- iv. The question as to what particular items, being similar or near similar to the additional, altered or deviated work in the contract schedule are to be adopted for deviation of rates for the additions, altered or substituted (deviated) work and whether the said rates cannot be derived from similar or near to similar items in the contract schedule will be decided by the Architect.
- v. **Deviation Limit:** It is the value of which the total executed contract value including authorized variation in excess of the original contract value, expressed as a percentage and shall be adjusted on the sum total of all additions, omissions, reductions, alterations or deviations covered by authorized variations. The values of prime cost sums shall not be included in calculating the above percentage.
- vi. There shall be no escalation in the price once the price is fixed and agreed by the Institute with the contractor, but the contractor should agree to pass on to the company any benefit arising out of any subsequent reduction in the price due to reduction in duties and levies so after the prices are fixed, but before delivery of the goods.

17. Unfixed Materials: Wherein any certificate (of which the contractor has received payment) the Architect has included the value of any unfixed materials intended for and/or placed on or adjacent to the works such materials shall become the property of the Institute and they shall not be removed except for use upon the works, without the written authority of Institute. The contractor shall be liable for any loss or damage to such materials.

18. Removal of Improper work, material, etc. : The Institute shall, during the progress of the work, have full powers to order in writing from time to time, removal from the works within such reasonable in the opinion specified in the order, of any materials which in the opinion specified in the order, of any materials which in the opinion of the Architect/Institute are not in accordance with the specifications or the instructions or do



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not confirm to approved samples, the substitution of the rejected materials by proper other materials, and the removal and proper re-execution of any work executed with unsound, imperfect or skilled workmanship or with materials not in accordance with the contract, notwithstanding that the same may have been passed or certified or, and paid for and the contractor shall fore with carry out such order at his own cost.

In case of default on the part of the contractor to carry out such order, the Client shall have the power to make him answerable or accountable for any loss or damage that may happen or arise to such materials removed and all expenses consequent on or incidental thereto as certified by the Architect shall be borne by the contractor, or may be deducted by the Institute from the amount due or that may become due to the contractor.

In lieu of re-execution of any work not in accordance with the contract, the Institute may in their option allow it to remain but will allow for such work reduce rates. The decision of Institute to exercise his option in this regard and the quantum of reduction to be made in the rate for the item in question shall be final and binding on the contractor.

19. Completion Plans to be submitted by the Contractor: The Contractor shall within one month of the date of completion of the work submit the completion plan.

If the contractor fails to submit the completion plans and obtain necessary statutory certificates from the local authority as aforesaid he shall be liable to indemnify by a sum equivalent to, spent by the ICAI for preparation of the completion plans and in obtaining necessary statutory certificates as aforesaid.

20. Defects Liability Period: Any defect, shrinkage, settlement or other faults which may appear within the Defects Liability Period i.e., within 6 months after the virtual completion of the works arising in the option of the Architect/Institute from materials or workmanship not in accordance with the contract, shall on demand which shall be made within the defects liability period by Institute and within such reasonable time as shall be stated therein specifying the work, materials or articles complied of notwithstanding that the same may have been passed or/and certified, paid for, be amended and made good by the contractor, at his own proper charges and cost in case of default. The Institute may employ and pay other person or persons to amend and make good such defects, shrinkage, settlements or other faults and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the contractor and such damages loss and expenses shall upon the Architect certificate, in writing be recoverable from the contractor by the Institute or may be deducted by the



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Institute from any amount due or retained.

21. Completion certificate: The works shall not be considered as completed until the Architect has certified in writing that they have been virtually completed and the defects liability period shall commence from such certified date of virtual completion of work within ten days of the completion of work. The contractor shall give notice of such completion to the Architect and the architect shall inspect the work and if there is no defect in the work shall furnish the contractor with certificate of completion. Otherwise a provisional certificate of completion indicating defects (a) to be rectified by the contractor and / or (b) for which payment will be made at reduced rates, shall be issued but no certificate of the work considered to be complete until the work as executed, all scaffolding, surplus materials, rubbish and cleaned off the dirt from all woodwork, doors, windows, walls, floors or other parts of any building, in upon or about which the work was executed, or of which he may have had possession for the purpose of execution thereof, and not until the work shall have been measured by the Architect. If the contractor fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish as aforesaid and cleaning off dirt on or before the date fixed for the completion of the work, original or extended in terms of clause 22 herein, the Institute after issuing due notice, may at the expense of the contractor remove such scaffolding, surplus materials and rubbish, etc., and dispose of the same as he thinks fit and clean off such dirt as aforesaid. The contractor shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof. And the expense, if any, so incurred may be recovered from any amount due or that may become due to the contractor by the Institute.

22. Contractor Liable for Damage done:

- i) The contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to the property which may arise from the operation or neglect of himself or contractor's employee whether such injury or damage arise from careless, accident or any other cause whatever in any way connected with the carrying out of the contract.
- ii) The contractor shall reinstate all damages of every sort mentioned in this clause, so as to deliver up the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third party.
- iii) The contractor shall indemnify the Institute against all claims which may be made



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against the Institute by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the contract.

The Institute with the concurrence of the architect shall be at liberty and is hereby empowered to deduct the amount of any damage, compensation, costs, charges and expenses arising or occurring from or in respect of any such claims or damage from any or all sums due or to become due to the contractor.

- 23. Responsibility for safety of building:** The Contractor shall be responsible for the safety of the works (including the materials, temporary buildings and plant) until they are taken over by the Institute and they shall stand at their risk, and be in the sole charge of the contractor, who shall be responsible for and must with all possible speed make good all damage from whatever cause.
- 24. Liquidated damages:** If the contractor fails to complete the works by the date stated (60 days) or within any extended time under (clause 25-extension of time) herein below the contractor shall pay or allow the Institute the sum as “Liquidated damages” for period during completion of the work as defined in the contract, and the Institute may deduct such damages from any money due or that become due to the contractor.
- 25. Extension of time:** If the contractor shall desire of extension of time for completion of the work on the grounds of his having been unavoidably hindered by such causes as (a) force majeure or (b) any exceptional inclement weather or (c) proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public owners or public authorities arising otherwise than through the contractors or (d) the work or delays of other contractors or the architect and not referred to in the schedule of quantities and or specifications or (e) strike or lockout affecting any of the building trades or directly the work or (f) delays in the supply of materials stipulated to be supplied by the Institute or any other valid ground, he shall apply in writing to Institute within 15 days of the date of such hindrance an account of which he desires such extension as aforesaid and the architect, if in his opinion reasonable grounds have been shown thereof, may with the previous approval in writing of the Institute make a fair and reasonable grounds to the satisfaction of the Institute extension of time for completion of contract works, but the contractor shall nevertheless constantly use his endeavour's to prevent delay and shall do all that may reasonable be required of him to proceed with the work expeditiously provided:



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- a. that the contractor shall have no claim other than extension of time for the delay in completion of the work due to such hindrance and
- b. that the contractor shall suspend the works whenever called upon to do so in writing by the Institute and shall be allowed reasonable extension of time for completion of work due to such suspension of work and nothing else. Such extension of time as provided in the clause is the sole discretion of the Institute.

26. Failure of contractor to comply with architect/Institute Instruction: If the contractor, after receipt of written notice from Institute requiring compliance within a week fails to comply with such further drawings/and/or architect instructions, the Institute may employ and pay other persons to execute any such work whatsoever that may necessary to give effect thereto, and all costs incurred in connection there which shall be recoverable from the contractor by the Institute on the certificate of the architect.

27. Termination of contract by the Institute: If the contractor (an individual, firm or an incorporated company):

- a) Commits substantial breach of material terms and conditions contained in the Contract or
- b) Does any Act which is pre- judicial to the interest of the Institute and
- c) Shall be unable within 7 days of the notice requiring him to show cause to the reasonable satisfaction of the Architect / Institute that he is able to carry out and fulfil the terms of the Contract and give security thereof if required

Or if the contractor (whether an individual, firm or an incorporated Company):

- 1) Shall suffer execution to be issued ,
- 2) Shall suffer any payments under this contract to be attached by or on behalf of any of the creditors of the contractor,
- 3) Shall assign or subject this contract without the consent in writing of the Institute first obtained,
- 4) Shall charge or encumber this contract or any payments due or which may become due to the contractor there under,

Or if the Architect shall certify in writing to the Institute that the Contractor:

- i) Has abandoned the contract, or



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- ii) Has failed to proceed with the works with such due diligence and has failed to make such due progress as would enable the works to be completed within the time agreed upon by the parties or
- iii) Has failed to commence the works or has without any lawful excuse under these conditions suspended the progress of work for the period of 14 days after receiving the Institute's notice to do so
- iv) Has failed to remove the materials from the site or to pull down and replace work for seven days after receiving written notice from the Institute that the said materials or work were condemned and rejected by the Architect / Institute under these conditions.
- v) Has neglected or failed persistently to observe and perform all or any of the Acts, matters or things required by the Contract to be observed and performed by the Contractor for seven days after the receipt of written notice requiring the contractor to observe and perform the same.
- vi) Has to determine and ensure good workmanship or without the consent in writing of the Institute to sublet any part of the Contract.

Then in any of the said clauses, the Institute may notwithstanding previous waiver, determine the contract after giving seven days' notice in writing to the contractor but without thereby affecting the powers of the Institute of Cost Accountants of India or the obligations and the liabilities of the Contractor, the whole of which shall continue in force as if the contract had not been determined.

The architect shall thereafter ascertain and certify in writing what (if anything) in the final accounting is due to or payable to the contractor for the sale of the surplus materials and plants and any loss the Institute shall sustain due to the acts attributable to the Contractor shall be adjusted against the final payments to be made to the contractor. For this purpose, the certificate of the Architect shall be the final and conclusive between the parties.

The contractor shall be legally and statutorily liable for all the liabilities incurred for the performance of the Contract till the date of termination.

- 28. Certificate and payment:** All bills in triplicate shall be submitted by the contractor along with detailed measurements of the work completed at site provided that at least 30% of the work of the accepted value of the tender has been completed at site by the contractor.



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The architect shall check/take the measurements or cause the measurements to be checked/taken for the purpose of having same verified and to the extent work has been executed in accordance with the contract, issue interim certificate and the Institute shall make payment to the contractor on the basis of such certificates within the period of one month.

And when the works have been virtually completed and the Architect shall have certified in writing that they have been so completed, the contractor shall submit the final bill in respect of the contract work within one month thereafter and in accordance with the certificate to be issued by the Architect payment shall be made by the Institute within the one month. And the contractor shall be entitled to the payment of the final balance in accordance with the final certificate to be issued in writing by the Architect after the expiration of the period to as “the defects liability period” in the appendix hereto from the date of virtual completion or as soon after the expiry of such period as the works shall have been finally completed and all made good according to the true intent and meaning thereof whichever shall last happen. Provided always that the issue by the architect of any certificate during the progress relieve the contractor from his liability in case of fraud, dishonesty, or fraudulent concealment relating to the works or material or to any matter dealt with in the certificate and in case of all defects and insufficiencies in the work or materials which is reasonable examination would not have disclosed. No certificate of the architect shall itself be conclusive evidence that any work or materials to which it relates are in accordance with the contract neither will the contractors have a claim for any amounts which the architect might subsequently be discovered as not payable and in this respect the Institute’s decision shall be final and binding.

The Institute shall have power to withhold any certificate if the works or any parts thereof are not being carried out to his satisfaction. The Architect, may, in any certificate make any correction in any previous certificate which shall have been issued by him. No certificate of payment will be issued by the Architect if the contractor fails to insure the works and keep them insured till the issue of the virtual completion certificate of payment.

- 29. Forfeiture clause:** The Institute has the right to forfeit the EMD / Security deposit if there are reasonable grounds of the non-fulfilment of the contract subject to the provisions of clause 20 (Defects Liability Period).



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- 30. Right of technical scrutiny of final bill:** The Institute shall have a right to cause a technical examination of the works and the final bill of the contractor including all supporting vouchers, abstract etc., to be made at the time of payment of the final bill. If as a result of this examination or otherwise any sum is found to have been over paid or over certified it shall be lawful for the Institute to recover the sum.
- 31. When Contractor Dies:** Without prejudice to any or remedies under this contract, if the contractor dies, the Institute shall have the option of terminating the contract and the contractor would be compensated to the extent of work done, duly certified by the architect/Architect.
- 32. General Indemnity :** The contractor shall indemnify the Institute from and against all claims, demands, proceedings, damages, costs and expenses which may be brought or made against Institute or to which it may be put by reason of the contractor not conforming to or complying with any of the provisions or requirements of any Act or Status, Central or State, Rules, Regulations, Bye laws of Local Authorities, Collector or any companies relating to or in connection with the works or to labour or for supply of water, light or other amenities at the site.
- 33. SETTLEMENT OF DISPUTE**
- 33.1 All disputes regarding interpretation of the contents of the Agreement or its implementation shall be resolved by Mutual discussion/reconciliation in good faith by the Agency and the Institute.
- 33.2 The Agreement shall be governed by the Law of India for the time being in force and subject to exclusive jurisdiction of Court at Delhi.
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THE INSTITUTE OF COST ACCOUNTANTS OF INDIA

(STATUTORY BODY UNDER AN ACT OF PARLIAMENT)

HEADQUARTERS : CMA BHAWAN, 12, SUDDER STREET, KOLKATA – 700 016

DELHI OFFICE : CMA BHAWAN, 3, INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI – 110 003.

Web site: www.icmai.in

Land Line No. : +91-033-2252-1602/1619/7373/7143

TECHNICAL SPECIFICATIONS & SPECIAL CONDITIONS IN RELATION TO BOUNDARY WALL AND MAIN ENTRANCE GATE WORK, CMA BHAWAN, C-42, SECTOR-62, NOIDA, DIST. GAUTAM BUDH NAGAR, U.P.– 201 301

These specifications are for the 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 the supervision and to the satisfaction of the Architect/The Institute of Cost Accountants of India.

1. The workmanship is to the best available and of a high standard, use must be made of Specialist tradesman in all aspects of the work.
2. The materials and items to be provided by the contractor shall be the best of their respective kinds and as approved by the Architects/The Institute of Cost Accountants of India in accordance with the samples which may be submitted for approval and generally in accordance with the specifications.
3. Samples of all materials including those specified by name of the manufacturer or the brands, trades name or by the reference to catalogue Nos. are to be submitted. Samples together with their packing are to be provided by the contractor free of any charge and should any materials be rejected, the same will be removed from the site at the expense of the contractor.
4. The contractor is also required to submit specimen finishes of all colours, fabrics, polish shades etc, for approval of the Architect/The Institute of Cost Accountants of proceeding with such works.
5. Should it be necessary to prepare shop drawings, the contractor at his own expense prepare and submit at least four sets of such drawings to Architect/The Institute of Cost Accountants of India for approval.
6. The contractor should verify all measurements given in the drawings at the site before commencing the work. Any difference should be clarified with the Architect before commencing the work.
7. Partition line out shall be done at the site before starting the work and get approved from



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the Architects.

8. The contractor shall make necessary security arrangements at the site for the safety of his tools, materials and equipment etc, at his own cost.
9. The Institute will provide free water and Electricity to the contractor for the said work. However, both will be delivered at single point.



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TECHNICAL SPECIFICATIONS

S. No.	Particular	Unit	Quantity
1.	Providing and fixing of Stainless Steel framed Gate with HPL sheet cladding with all locking and fixing arrangements, etc. complete as per instructions of the architect Stainless Steel (304 Grade) Size : 6 mx1.5 m = 9.0 m <u>4 mx1.5 m = 6.0 m</u> Total = 15.0m	Metre	15.00
2.	(i) Boundary Wall with 1500 mm height from ground level including steel gates / wicket gates, etc.		
	(ii) Composite structure	Metre	17.50

NOTE:-

1. The approved brand for various material/supply given in the tender document are indicative only and final approval is to be taken from the Architect/Institute before supply and installation.

2. In case of unavailability of any material of specific make an equivalent make can be used only after a written approval of the Architect. The preference of make/brand of the material listed above will be decided by the Architect. The make/brand of any item will be as mentioned in the drawings issued by the Architect.

3. The contractor shall provide samples of all materials mentioned in the list of makes as required by the Architect. A written approval of these samples shall be sought prior to commencement of any work. Architect reserve the right to enquire the genuineness of any material used at site directly from the manufacturer/dealer.



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4. After completion of the work the site shall be cleared from all waste, rubble, left over materials etc., and thoroughly cleaned ensuring that all laminates, floorings, walls, furniture surfaces and tops etc., are spotless clean.

INSPECTION AND TESTING:

1. The **Architect**/The Institute of Cost Accountants of India shall be entitled at all times at the risk of contractor to inspect and/or test by itself through an independent agency appointed by the Institute to Inspect, and/or test all the materials, components, and items of work at the expenses of the contractor. All such tests shall be done as per ISI guidelines and/or as directed by Architect.

RATES

2. Quantities mentioned are approximate and payment shall be made on actual measurements.



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Annexure -2

Financial Bid

ICMAI/New Delhi/Civil Work/Noida Bldg/01-21

**Boundary Wall and Main Entrance Gate Work, CMA Bhawan, C-42, Sector-62, Noida,
Dist. Gautam Budh Nagar, UP – 201 301**

The Institute of Cost Accountants of India

CMA Bhawan, 3 Institutional Area, Lodhi Road, New Delhi – 110 003.

Gentlemen,

I/We, the undersigned, am /are willing to complete the assigned work in full and in accordance with the drawings/specification/scope of work/assessment of work after site visit and to the Institute's entire satisfaction for the sum stated below:

<u>Item Specifications</u>	<u>Qty</u>	<u>Unit Price</u> <u>(Rs.)</u>	<u>Price</u> <u>(Rs.)</u>	<u>Taxes</u> <u>(Rs.)</u>	<u>Total including</u> <u>tax</u> <u>(Rs.)</u>
MAIN ENTRANCE GATE					
Providing and fixing of Stainless Steel framed Gate with HPL sheet cladding with all locking and fixing arrangements, etc. complete as per instructions of the architect. Stainless Steel (304 Grade) Size : 6 mx1.5 m = 9.0 m <u>4 mx1.5 m = 6.0 m</u> Total = 15.0m1.	15 Metre				
BOUNDARY WALL					
(i) Boundary Wall with 1500 mm height from ground level including steel gates / wicket gates, etc.					
(ii) Composite structure	17.50 Metre				

Date

Place



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I/We, agree that this Tender will remain valid for a period of 100 (one hundred) days from the date of opening of tenders.

Name & add. of the Bidder: _____



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PROFORMA II

UNDERTAKING

This is to confirm that I/we M/s _____ (give full address) have not been blacklisted/left any work abandoned in any of the government department/office and public sector undertaking / enterprise in India and central Vigilance commission, in last five years before release of advertisement. If the above information found false at any stage after the placement of Purchase/work Order, **The Institute of Cost Accountants of India** will have full right to cancel the Purchase/work Order and forfeit the Performance Guarantee. All the direct and indirect cost related to the cancellation of the order will be borne by us besides any legal action by **The Institute of Cost Accountants of India**, which may be deemed fit at that point of time.

Authorized Signatory with seal



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PROFORMA III

TENDER FORM FOR WORKS

The Secretary,
The Institute of Cost Accountants of India
CMA Bhawan,
3 Institutional Area, Lodhi Road,
New Delhi- 110003.

Dear Sir/Madam,

1. I/We, the undersigned having carefully gone through and clearly understood the Specifications & terms and conditions for the above-mentioned work, do hereby tender to execute and complete the whole of the works strictly in accordance with the said specifications, etc. at the rates set out in the priced bill of quantities/Financial Bid.
2. Having duly examined the tender documents including the drawings, specifications, designs, schedule of quantities relating to the works specified in the underwritten memorandum and having visited the site of the said work and having acquired all the requisite information relating thereto as affecting this tender. I/We hereby offer to execute the works specified in the Tender Document within the time specified there in at the rates specified in the schedule of quantities and in accordance, in all respects with the specifications, designs, drawings and instructions in writing referred to in the conditions of the tender, special conditions, the schedule of quantities and with such materials as are specified, by and in all other respects in accordance with such conditions in the schedule of quantities.
3. Should this tender be accepted, in whole or in part, I/We hereby agree to abide by and fulfil all the terms and provisions of the conditions of tender so far as applicable or in default thereof to forfeit and pay to The Institute of Cost Accountants of India, the sums of money mentioned in the said conditions:
 - i. A sum of **Rs...../- (Rupees..... only)** is hereby forwarded as Earnest Money Deposit in form of Demand Draft drawn in favour of The Institute of Cost Accountants of India payable at **New Delhi**.
 - ii. I/We agree
 - a. That should I/We fail to commence the work specified in the Tender document, **The Institute of Cost Accountants of India (ICAI)** shall without prejudice to any other right or remedy be the liberty to forfeit the Earnest Money.
 - b. To execute all the works referred to in the tender document upon the terms and conditions contained or referred to therein and to carry out authorized variations as directed by the Architects/The Institute of Cost Accountants of India and as per said conditions of the contract.



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4. It is understood that the lowest or any tender will not necessarily be accepted and ICAI reserves the right to accept or reject any or all the tenders and that ICAI is not bound to assign any reason for the same.

The name of the Proprietor /Partners/Directors of our firm are:

Signature of Bidder with seal

Dated theday of2020.