



THE INSTITUTE OF COST ACCOUNTANTS OF INDIA

(STATUTORY BODY UNDER AN ACT OF PARLIAMENT)

CMA BHAWAN, 3 INSTITUTIONAL AREA, LODI ROAD, N.D.-110003

HQ – 12, SUDDER STREET, KOLKATA – 700 016

Website : www.icmai.in

EXPRESSION OF INTEREST NOTICE for

Consultancy and Conducting Structural Audit, Non-Destructive Test to assess the condition of the building and seismically compliance

Ref No.:

Dt.

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OBJECTIVE OF WORK

The Institute of Cost Accountants of India is a statutory body under an Act of Parliament with its premises located at CMA Bhawan, 3 Institutional Area, Lodi Road, New Delhi. The Institute is in the need to assess & verify the safety of the Entire construction sequence along with various stages of construction of its building to ensure correction and safety of the building.

PRE-QUALIFICATION BID NOTICE

The Institute invites applications under “Two Bid System” on prescribed forms for the under noted works from reputed bidders engaged in conducting structural audit, non-destructive testing of structures & allied works.

All relevant testing of built structure and various other tests to be conducted with the help of instruments, pertaining to concrete produced and installed in the built structure and other construction materials adequacy and its performance.

1. APPROXIMATE AREA OF CMA BHAWAN, NEW DELHI BUILDING

BASEMENT	3200 SQ. FEET
GR FL	4500 SQ FEET
1ST FL	3000 SQ FEET
2ND FL	3200 SQ. FEET
3RD FL	3200 SQ. FEET
4TH FL	3100 SQ. FEET



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Memorandum

1	Name of work	Consultancy and conducting of Structural Audit, Non-Destructive Test of CMA Bhawan, 3 Institutional Area, Lodi Road, New Delhi – 110 003.
2	Date of Announcement of Tender	December 28, 2021
3	Last date for submission of Tender	January 06, 2022
4	Performance Security deposit	Rs. 15,000/- (Rupees Fifteen thousand only) (To be submitted by the successful bidder within 10 days of awarding the Work) 100% of Security Deposit of L1 bidder will be refunded after successfully completion of the specified works mentioned above and also after expiry of Defects Liability Period.
5	Address of Submission of Tender	Tender Box, 1 st Floor, The Institute of Cost Accountants of India, CMA Bhawan, 3 Institutional Area, Lodi Road, New Delhi-110 003.
8	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. 5 pm of January 6, 2022. The tender submitted through any mode must mention on the main envelope 'Consultancy and conducting of Structural Audit, Non-Destructive Test of CMA Bhawan, 3 Institutional Area, Lodi Road, New Delhi – 110 003.' The main envelope must contain two separate envelopes (i) Technical Bid, EMD and other relevant documents (ii) Financial Bid (ONLY)
9	Period of Completion of project	60 days from the date of issuance of Work Order. Working Hours will be 9:00 A.M. to 6:00 P.M.
10	Estimated Cost of the Project	Rs.3,00,000.00 (Rupees three lakhs only)
11	Value of work as certified by the Consultant M/s Burman Et Al.	Separate Quote to be submitted for Phase I & Phase II work. However, the L1 will be decided based on the Total of quote of Phase I and Phase II. The payment of work to be made as indicated in page 9, pt. No. 6(v).
12	Contact Person	Deputy Director, Infrastructure Committee The Institute of Cost Accountants of India CMA Bhawan, 3 Institutional Area, Lodi Road, ND-3. Email id: - infrastructure.dd2@icmai.in Office Hours – 9.30 A.M. to 6.00 PM



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SCOPE OF WORKS OF STRUCTURAL AUDIT & NON-DESTRUCTIVE TESTING.

A. PHASE 1

1. Assisting the Institute to submit the report to SDMC in required format.
2. Collection of preliminary data based on Pre-repair survey (field work) - Structural audit shall be carried out as a qualitative assessment in accordance with latest guidelines of Indian Society of structural Engineers. Site visit to be conducted to assess the Structural safety of the existing foundation and columns by visual inspection and taking photographs of critical structural element such as Foundation, Columns and Beams. Taking out measurement of existing structural member like column sizes, beam sizes, etc. and also marking the damaged and affected members on drawings as well as at site supported with digital photography and marking of testing location for NDT.
3. Arranging to conduct Destructive/NDT Testing as per requirement - Assessment of damages of RCC members through Destructive/NDT (Non-Destructive Testing) with calibration chart for the site. Number of test and type of test shall be decided as per structural requirements and decided by the Consultants hereinafter called M/s Burman Et.Al, only those tests shall be conducted which are applicable and required for structure audit.
 - a) Rebound Hammer: to find out the compressive strength of concrete by using Rebound hammer.
 - b) Concrete core Test: Drilling out and testing of concrete core for evaluation of the compressive strength of concrete.
 - c) Ultrasonic Pulse Velocity Test (UPV test): to evaluate homogeneity and integrity of concrete.
 - d) Half-Cell Potential Test: To assess the severity of steel corrosion is to measure the corrosion.
 - e) Ph value: to check alkalinity of concrete.
 - f) Carbonation Test: Phenolphthalein spray test at selected locations on RCC members of the structures to see the intensity of carbonation attack on steel bar. Ratio of Carbonation depth to cover depth is also measured to check the intensity of carbonation attach on steel bar.
 - g) Water Soluble Chloride Content % (by mass of concrete) to check the risk of corrosion due to present chloride %.
 - h) Cover Meter Test
4. Finding the probable causes of damages, seepage / leakages and status of external plumbing installations, if any.
5. Submission of survey report, general defects and damages, general recommendations, suggesting priority wise repair & retrofitting, budgetary estimate in the descending order of preference, generalized bill of quantities.
6. Preparation of the as built drawing showing all Structural Members. preparation of methodology and preparation methodology and BOQ Same has to be vetted by M/s Burman Et.Al.
7. Obtaining necessary permission from appropriate Municipal or Statutory Authority etc. as per requirement, if needed.
8. Attending meeting with the Institute officials wherever required in respect to above work regarding making additional/alteration.



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9. Submission of compliance & completion report after the completion of the execution of repair work as per recommendation of the Structure engineer.



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ELIGIBILITY CRITERIA

- (i) The Bidder must be Municipal Corporation of Delhi (MCD) empanelled Structural Engineer.
- (ii) The DTU, IIT Delhi, Engineering Collage under IP University & other Engineering College/Universities recognized by AICTE in Delhi/NCR are also eligible to participate in the bid.
- (iii) The bidder must have its office in Delhi/NCR and must have in-house infrastructure structural design facility.
- (iv) Should have at least 6 years of experience in the field of consultancy and arranging to conduct of Structural Audit, NDT of Buildings;
- (v) Must have successfully completed in last 5 Financial Years, as per the followings, in the field of Consultancy for Structural Audit of various Buildings including conducting NDT, preparation of BOQ with estimates, drawings/ specifications based on NDT for reputed organizations. Proof of Structural Design with completion certificates of at least 3 projects to be submitted. Completion certificate issued by the client should be enclosed.
 - a. One Single work of Rs. 2,40,000/- (Two Lacs Forty Thousand as Consultancy fees, without GST).
 - b. Two works of Rs. 1,50,000/- (One Lac Fifty Thousand as Consultancy fees, without GST).
 - c. Three works of Rs. 1,20,000/- (One Lacs Twenty Thousand as Consultancy fees, without GST).

Similar work means, carrying out Structural Audit and Health assessment of RCC Framed multi storied Structure with Retrofitting Solution.

(vi) The average turnover of the firm for last three financial years should be Rs 10 lakhs or above. The bidder must submit audited balance sheets, P&L account and Income Tax Return certificates for the last 2018-19, 2019-20 & 2020-21 financial years.

INSTRUCTIONS TO THE PRE QUALIFIED BIDDER

1. All PQ bid papers annexed along with the “**Technical/PQ Bid**” document should be **serially numbered on the top right-hand corner** of every page.
2. All pages of the PQ/Technical bid document should be duly signed and stamped by the authorized signatory of the applicant. The applicant should submit all requisite documents in support of information furnished in the Technical/PQ Bid document and should be attested by an authority competent to attest the documents. Failure to attach attested copies may lead to disqualification of the bidder.
3. Tender document can be downloaded from our website www.icmai.in/Tender.
4. L1 will be decided based on the lowest sum of quote of Phase I and Phase II.
5. The Institute does not bind itself to accept the lowest or any TENDER, and THE INSTITUTE reserves its right of accepting the whole or any part of the TENDER and the Bidder shall be bound to perform the same at the rate quoted.
6. Technical/PQ bid and the Financial bid should be enclosed in separate sealed envelope, super scribing Technical/PQ bid and Financial bid respectively thereon, The above said two sealed envelopes shall be put in a third sealed envelope super scribing “Bids for Structural Audit-Delhi Office work” and deposited in the tender box, 1st Floor, CMA Bhawan, 3 Institutional Area, Lodi Road.
7. The Bidder will not be permitted to quote for works in THE INSTITUTE where a relative is posted.



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8. TENDER submitted shall remain valid for 120 days from the date of opening for the purpose of acceptance and award of work, validity beyond 120 days from the date of opening shall be by mutual consent.
9. The Bidder shall quote rates both in figures and words. On check if there are differences between the rates quoted by the Bidder in words and in figures, the rates in words will be considered as final.
10. Before quoting, the Bidder shall inspect the site, to fully acquaint himself about the condition in regard to accessibility of the site, working condition of site and locality including installations of tools and plants (T&P) etc., conditions affecting accommodations and movement of personnel etc. required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the Institute in any circumstances.
11. Except writing rates and amounts, the Bidder should not write any conditions or make any changes, additions, alterations and modifications in the printed form of Tenders. No conditional rebate will be accepted.
12. Bidder should attach required proofs (photocopies) for the eligibility in support of works of similar nature, for a minimum value as indicated in Technical Bid should also be submitted.
13. All tender paper annexed along with the “Bid” should be serially numbered on the top right-hand corner of every page. All pages of the tender document should be duly signed and stamped by the authorized signatory of the applicant. The tender document should be submitted in original. Tender document not submitted in original will be treated as invalid and rejected. The applicant should submit complete set of documents in support of information furnished in the Bid document.
14. “JVs/ Consortiums/ MOUs shall not be considered.”
15. Canvassing in connection with the Tenders is prohibited and the Tenders submitted by the consultant who resorts to canvassing are liable for rejection.
16. As all the buildings are old, THE INSTITUTE may not be able to provide all DATA, Drawings & Documents related to the buildings. However, the data available with us shall be made available to the consultant. All the necessary works related to the Job component shall be under the scope of the party.



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GENERAL CONDITIONS OF CONTRACT

Definitions

“The Contract” means the documents forming the tender and acceptance thereof together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued by the Institute from time to time and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

1.1 **“INSTITUTE / Institute / Board”** means INSTITUTE having its Registered & Corporate Office at CMA Bhawan, 3 Institutional Area, Lodi Road, New Delhi-110003 and includes its representatives, successors and assigns.

1.2 **“Head Office”** means the Office of INSTITUTE at CMA Bhawan, 12 Sudder Street, Kolkata-700016.

1.3 **“Sanctioning Authority”** means authority nominated to exercise power of approval, sanction and acceptance concerning administrative, financial and technical aspects of transactions done on behalf of INSTITUTE.

1.4 **“Institute”** means INSTITUTE and includes its representatives, successors and assigns.

1.5 **“The Consultant or Consultants”** means the firm or agency or individual engaged by the Institute to execute the work. It shall also include their legal representative(s), successors or assigns.

1.6 **“Contract value”** means the value of the entire work as stipulated in the work order conveying acceptance of the tender subject to such additions thereto or deductions there from as may be made under the provision herein after contained.

1.7 **“Tendered value”** means the value of the entire work as stipulated in the work order.

1.8 **“Works” or “Work”** means the consultancy work described in the “Scope of Work” and/or to be executed in accordance with the contract and includes materials, apparatus, equipment, temporary supports, fittings and things of all kinds to be provided, the obligations of the consultant hereunder and work to be done by the consultant under the contract.

1.9 **“The Site”** means the premises, into or through which work is to be executed under the contract or any adjacent premises, which may be allotted or used for the purpose of carrying out the contract.

1.10 **“Specifications”** means the specifications referred to in the tender and any modifications thereof as may be furnished or approved by the Institute time to time.

1.11 **“Local Controlling Authority”** means the Local Municipal Authority or any other appropriate statutory authority.

1.12 **“Month”** means calendar month.

1.13 **“Week”** means seven consecutive days.

1.14 **“Day”** means a calendar day beginning and ending at 00 Hrs and 24 hrs respectively.



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2.0 Scope and performance

Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

3.0 Work to be carried out

The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all Manpower, Materials, Tools, Plants, Tackles, Equipment and Transport which may be required in preparation of and for and in the full and entire execution and completion of the work.

4.0 Sufficiency of Tender

The Consultant 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 prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

5.0 Location of work: The work will be carried at The CMA Bhawan, 3 Institutional Area, Lodi Road, New Delhi – 110 003.

6.0 RATES FOR PAYMENT

The rates given in the BOQ tendered by the consultant/agency and as accepted by the INSTITUTE will form the basis of payment for such items under this contract.

- i. No price variation or escalation on any account whatsoever & the compensation for force majeure etc. shall be payable under the contract.
- ii. The rates for any item work not included in the (Schedule of items, Rates and quantities) and which the consultant may be called upon to do by INSTITUTE shall be fixed by the supplementary written agreement between the consultant and INSTITUTE before the particular item or items of work is/are executed.
- iii. Should there arise any items which may be necessary for the smooth completion of work but which does not appear in the Schedule of items, rates and Quantities attached with Tender, items rate will be fixed by analysis of actual inputs of all types including labour and material.
- iv. Payment for the work done will be made to the consultant only when the formal agreement has been executed between the parties, and as per the payment schedule.
- v. Payment schedule: Payment shall be made in stages as per the following schedule :

Stage of payment	Completion of work by the agency	% of Total Fees
PHASE 1 A.	1. Collection of preliminary data based on Pre-repair survey (field work) -Structural audit shall be carried out as a qualitative assessment in accordance with latest guidelines of Indian Society of structural Engineers. Visual health inspection of buildings covering internal, external and common areas using light tapping hammer, marking in floor plans all the visible defects, deterioration and quantification.	25%
	2. Arranging to conduct NDT Testing as per requirement - Assessment of damages of RCC members through NDT (Non-Destructive Testing) with calibration chart for the site. Initially digital rebound hammer test will be conducted and if necessary Ultrasonic Pulse Velocity test, Half Cell Potential test, carbonation depth test, core test, chemical test etc. will be conducted, necessity of which will be	50%



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	<p>decided after inspection. &</p> <p>3. Finding the probable causes of damages, seepage / leakages and status of external plumbing installations, if any.</p> <p>4. Submission of survey report, general defects and damages, general recommendations, suggesting priority wise repair & retrofitting, budgetary estimate in the descending order of preference, generalized bill of quantities &</p> <p>5. Preparation of the as built drawing showing all Structural Members, preparation of methodology and preparation of BOQ. The Same to be vetted by M/s Burman Et.Al.</p> <p>6. Obtaining necessary permission from appropriate Municipal or Statutory Authority etc. as per requirement, if needed. &</p> <p>7. Submission of compliance & completion report after the completion of the execution of repair work as per recommendation of the Structure engineer.</p>	15%
		10%

7.0 Discrepancies and Adjustment of Errors

Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Consultant from the execution of the whole or any part of the works.

8.0 Work Order

Within the validity period of the tender, the Institute shall issue a work order by registered post or otherwise dispatching at the address of the consultant as given in the tender to enter into a contract for execution of the work as per the terms of the tender. The work order shall constitute a binding contract between the Institute and the Consultant.

10.0 Language

The language in which the contract documents shall be drawn shall be English.

11.0 Performance Security Deposit

The security deposit of Rs 15,000/- will be released on completion of repairs/restoration work and after submission of completion report/final fitness certificate by the consultant.

13.0 Escalation

No escalation and payment due to increase in prices / wages will be made to the consultant. The rates quoted by the consultant shall remain firm throughout till completion of the work and nothing extra beyond unit rates shall be paid on account of any reason whatsoever.

14.0 Ownership of drawings

All drawings, specifications and copies thereof furnished by the Institute are the properties of the Institute. They are not to be used on any other work.

15.0 Consultant/Agency to supply tools & plants etc.

The consultant shall provide at his own cost all materials, plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding etc. and temporary works required for the proper execution of the work.



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16.0 Protection of works and property

The consultant shall continuously maintain adequate protection of all his work from damage and shall protect the Institute's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss resulting due to his fault or negligence except due to causes beyond his control. He shall take adequate care and steps for protection of the other floors and adjacent properties. The consultant shall take all precautions for safety and protection of his employees on the works and shall comply with all applicable provisions of Government and local bodies safety laws and building codes to prevent accidents, or injuries to persons or property in or adjacent to his place of work.

17.0 Consultant's superintendence

The consultant shall give necessary personal superintendence during the works and as long, thereafter, as the Institute may consider necessary until the expiry of the defect's liability period, stated hereto. The consultant shall depute necessary technical staff for execution of work.

18.0 Quantities

The rates quoted for various items shall remain valid for variation of quantity against individual item to any extent. The payment to the consultant shall be made as per the actual work executed and quoted unit rates for individual items as per the certification (quality and quantity) by M/s Burman Et.Al. The quantities in the BOQ are only indicative and may increase or decrease, however the rate quoted shall remain firm.

19.0 Works to be measured

The Consultant Representative shall, except as otherwise provided, ascertain and determine by measurement the value in accordance with the contract.

Recording of measurements of any item of work in the measurement book and / or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the consultant from liabilities.

20.0 Certificate of payment

Payment on account of amount admissible shall be made on certification of M/s. Burman Et.Al to which the consultant is considered entitled by way of interim payment at such rates as decided by the Institute's Representative. The amount admissible shall be paid by 15th working day after the day of certification of the bill by the Institution Representative subject to the bill is found to be in order by the Institute with no discrepancies. The Institute shall recover the statutory recoveries, other dues including the retention amount from the certificate of payment.

Pending consideration of extension of date of completion, interim payments shall continue to be made as herein provided, without prejudice to the right of the Institute to take action under the terms of this contract for delay in the completion of work, if the extension of date of completion is not granted by the Institute.

21.0 Final Measurement

The final bill shall be submitted by the consultant in the same manner as specified in interim running account bills within one month of issue of virtual completion certificate for the work. The same will be verified/checked by M/s Burman Et.Al for final recommendation to clear the same.



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22.0 Work by other agencies

The Institute reserves the rights to use premises and any portion of the site for execution of any work not included in the scope of this contract which it may desire to have carried out by other persons simultaneously and the consultant shall not only allow but also extend all reasonable facilities for the execution of such work(s). Such work(s) shall be carried out in such manners not to impede the progress of the works included in the contract.

23.0 Maintenance of Registers

The consultant shall maintain the following registers at site of work and should produce the same for inspection of the Institute whenever desired by them.

- i) Daily progress register/ Test Register
- ii) Site order book

The consultant shall maintain the record/ registers as required by local authorities / govt. from time to time.

24.0 Permits, Laws and Regulations

Permits and licenses required for execution of the work shall be obtained by the consultant at his own expenses. The consultant shall give necessary notices and comply with the local regulations, laws, and ordinances rules, applicable for execution of work. If the consultant performs any act, which is against the local law, rules and regulations, he shall meet all the costs and consequences arising there from and shall indemnify the Institute against any legal actions arising there from. The rates quoted by the consultant are inclusive of obtaining such approval(s) and nothing extra beyond quoted rates shall be paid to the consultant on this account.

25.0 Local Laws, Acts, Regulations

The consultant shall strictly adhere to all prevailing labour laws inclusive of contract labour (regulation and abolition act of 1970) and other safety regulations. The consultant shall comply with the provision of all labour legislation including the latest requirements of all the Acts, laws, and any other regulations that are applicable to the execution of the project.

26.0 Commencement of Works

The date of commencement of the work will be reckoned as 7 working days from the date of issue of work order by Institute or the first day when the consultant is handed over the site for taking up execution of the work whichever is later.

27.0 Time for completion

Time is the essence of the contract and shall be strictly observed by the consultant. The entire work shall be completed within a period of 120 **days** from the date of commencement of work. The consultant shall complete certain portions of work before completion of the entire work. However, the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

28.0 Rate of progress

Should the rate of progress of the work or any part thereof be at any time be in the opinion of the Institute is slow, to ensure the completion of the whole of the work by the prescribed time or extended time for completion, the Institute shall thereupon take such steps as considered necessary by the Institute to expedite progress of work so as to complete the work by the prescribed time or extended time. Such communications from the Institute neither shall relieve the consultant from fulfilling obligations under the contract nor will he be entitled to raise any claims arising out of such directions.

29.0 Extension of Time



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29.1 If the work(s) be delayed by:

Force majeure, or

Abnormally bad weather, or

Serious loss or damage by fire, or

Civil commotion, location commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or

Any other cause, which, in the absolute discretion of the Institute, is beyond the Consultant's control.

Then upon the happening of any such event causing delay, the consultant shall immediately give notice thereof in writing to the Institute but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Institute to proceed with the works.

29.2 Request for extension of time, to be eligible for consideration, shall be made by the consultant in writing within two days of the happening of the event causing delay. The Consultant may indicate in such a request the period for which extension is desired.

30.0 Virtual Completion Certificate (VCC)

Soon after the completion of the work, the Consultant shall give notice of such completion to the Institute and within 3 days of the receipt of such notice, the Institute shall inspect the work and if there is no defect in the work, the consultant on behalf of the Institute shall furnish the consultant with a virtual completion certificate, otherwise a provisional virtual completion certificate of physical completion indicating defects (a) to be rectified by the consultant and / or (b) for which payment will be made at reduced rates, shall be issued.

On successful completion of entire works covered by the contract to the full satisfaction of the Institute, the consultant shall ensure that the following works are also completed to the satisfaction of the Institute.

- a) Clear the site of all scaffolding, wiring, pipes, and surplus materials
- b) Remove all rubbish, debris etc. from the site as required by the Institute.
- c) Shall put the Institute in undisputed custody and possession of the site.
- d) All defects/imperfections have been attended and rectified as pointed out by the Institute/ Burman Et.Al to the full satisfaction of Institute.

Upon the satisfactory fulfillment by the consultant as stated above, the consultant shall be entitled to apply to Burman Et.Al for virtual completion of the work. The consultant shall within seven (7) days of the receipt of the application for virtual completion certificate (VCC), issue a VCC in respect of the work for which the VCC has been applied.

31.0 When Contract can be determined

Subject to other provisions contained in this clause, the Institute may, without prejudice to his any other rights or remedy against the consultant in respect of any delay, inferior workmanship, any claims for damages and / or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the cases.

32.0 Suspension of work

i) The consultant shall, on receipt of the order in writing of the Institute (whose decision shall be final and binding on the consultant) suspend the progress of works or any part thereof for such time and in such manner as the Institute / Consultant may consider necessary so as not cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons.

- a) On account any default on the part of the consultant, or



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b) For safety of the works or part thereof.

c) The consultant shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Institute.

33.0 Foreclosure of contract due to abandonment or reduction in scope of work

If at any time after acceptance of the tender, the Institute decides to abandon or reduce the scope of the work for any reason whatsoever and does not require the whole or any part of the works to be carried out, the Institute shall give notice in writing to that effect to the consultant and the consultant shall act accordingly in the matter. The consultant shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

34.0 Cancellation of contract in full or part

If consultant:

i. at any time makes default in proceeding with the works or any part of the work with the due diligence and continues to do so after a notice in writing of 7 days from the Institute; or

ii. commits default to complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Institute or

iii. fails to complete the work, on or before the stipulated date of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Institute or

The Institute may, without prejudice to any other right or remedy which shall have accrued or shall accrue hereafter to Institute, by a notice in writing to cancel the contract as whole or only such items of work in default from the Contract.

Institute Representative shall on such cancellation by the Institute have powers to:

Take possession of the site and any materials etc. thereon; and / or carryout the incomplete work by any means at the risk and cost of the consultant.

On cancellation of the contract in full or in part, the Institute through Institute Representative shall determine what amount, if any, is recoverable from the consultant for completion of the works or part of the works or in case the works or part of the works is not to be completed, the loss or damage suffered by Institute. In determining the amount, credit shall be given to the consultant for the value of the work executed by him up to the time of cancellation, the value of consultant's materials taken over and incorporated in the work and use of plant and machinery belonging to the consultant.

Any excess expenditure incurred or to be incurred by Institute in completing the works or part of the works or the excess loss or damages suffered or may be suffered by Institute as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Institute in law be recovered from any moneys due to the consultant on any account, and if such moneys are not sufficient the consultant shall be called upon in writing and shall be liable to pay the same within 30 days.

If the consultant shall fail to pay the required sum within the aforesaid period of 30 days, the Institute shall have the right to sell any or all of the consultants' unused materials etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the consultant under the contract and if



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thereafter there be any balance outstanding from the consultant, it shall be recovered in accordance with the provisions of the contract.

Any sums in excess of the amounts due to Institute and unsold materials etc., shall be returned to the consultant, provided always that if cost or anticipated cost of completion by Institute of the works or part of the works is less than the amount which the consultant would have been paid had he completed the works or part of the works, such benefit shall not accrue to the consultant.

35.0 Settlement of Disputes

35.1 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.

35.2 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.

36.0 Force Majeure

36.1 Neither consultant nor INSTITUTE shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of God or for any other cause beyond the reasonable control of the party affected or prevented or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

36.2 As soon as the cause of force majeure has been removed, the party whose ability to perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

36.3 From the date of occurrence of a case of force majeure, obligations of the party affected shall be suspended during the continuance of any inability so caused. With the cause itself and inability resulting there from having been removed, the agreed time of completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

36.4 Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting to a period of 6 months or more, the two parties shall mutually decide regarding the future execution of this contract.

37.0 Peaceful handing over of the premises

It shall be the responsibility of the consultant to see that the premises under furnishing is not occupied by anybody unauthorized during execution of work and is handed over to the Institute with vacant possession of complete furnishing.

38.0 Consultant liable for damages, defects

If the consultant or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, enclosure, water pipe, cables, drains, electric or telephone post or wires, contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within 6 months of issue of virtual completion certificate arising out of defect or improper materials or workmanship, the consultant shall, upon receipt of a notice in writing on that behalf, make the same good at his own expense or in default, the Institute



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cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the consultant, or from his security deposit.

39.0 Accidents

The consultant shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the Institute. The consultant shall also report such accident immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

Signature of the Bidder _____

Address _____



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SPECIAL CONDITIONS AND STANDARD SPECIFICATIONS:

1.0 Name of work: “**Consultancy and conducting of Structural Audit, Non-Destructive Test of CMA Bhawan, CMA Bhawan, New Delhi**”.

2.0 GENERAL.

2.1 The rates quoted by the Consultant/s shall be all inclusive through rates. The consultant within the rates quoted prepare working plan for NDT and get the same approved from Burman Et.Al before execution. This will determine the final scope of work at the site. No leads/lifts, loading/unloading, handling, re- handling, stacking at site, toll tax, octroi, sales tax, VAT and royalty or any other charges levied or leviable by the State Government or Local Bodies shall be paid by the INSTITUTE. The rates quoted shall be inclusive of all scaffolding, hoists, hoisting equipment’s, tools, equipment’s, testing equipment’s etc., required for the smooth execution and completion of the work.

2.2 The consultant will remove all surplus and release material from the site of work after NDT to avoid any hindrance/inconvenience to other agencies working in the adjoining area. The consultant will also, at the direction of the site in charge, re-handle his material in use or likely to be used in future to relocate the same to avoid any inconvenience to other agencies working in the adjoining area.

In case of default, INSTITUTE may get the work done at the cost of the consultant by giving him 48 hours “notice in normal case or without any notice in case of an emergency, which is causing complaints from flat/apartment occupant, and recover such costs from any payment due to the Consultants.

2.3 In case of any dispute regarding interpretation of any of the Special Condition of Contract, decision of the INSTITUTE will be final and binding on the consultant/s.

ADDITIONAL TERMS AND CONDITIONS

i. Completion Period – 120 days for conducting the Structural audit as per the scope and submission of detailed report of observations and recommendations along with submission of detailed tender documents.

ii. Payment - The payments for the Consultancy and NDT will be made in phased manner as indicated it page no 8 point No. 6(v) after verification of completion at various stages by M/s Burman Et.Al.

iii. All the Audit reports will have to be provided in triplicate in hard as well as soft copy.

iv. Since this is an old building, INSTITUTE will not be able to provide all Drawings & Documents related to the buildings. All the necessary work related for job completion shall be in the scope of the Consultants.

v. All the necessary tools, tackles, instruments, material required for completion of audit shall be part of the scope of work.

THE ENTIRE JOB SHALL BE CARRIED OUT AS PER THE TERMS AND CONDITIONS STIPULATED IN THE TENDER AND INSTRUCTIONS OF INSTITUTE REPRESENTATIVE.



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TECHNICAL BID

PROFORMA- I

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

Tender No.

Tender Name : STRUCTURAL AUDIT, NON-DESTRUCTIVE TEST OF CMA BHAWAN, 3 Institutional Area, Lodhi Road, New Delhi -100003.

NAME OF VENDOR :			
Nature of the Organization [Company/Partnership/LLP/Proprietorship]			
Name of the Contact person with contact No. & email:			
Name of the Directors/Partners/Individual:			
S.No.	ITEMS DESCRIPTION	Compliance (Yes/No)	Placed at Page No.
1.	Year of incorporation of the firm		
2.	EMD/MSME exemption certificate to be deposited in the form of Demand Draft/Pay Order payable to New Delhi in favour of the Institute of Cost Accountants of India, payable at New Delhi.		
3.	EPF Registration certificate		
4.	PAN NO certificate		
5.	GST Registration No.		
6.	ESI Registration No. with State Code (Uttar Pradesh)		
7.	Acceptance of Memorandum clauses (as stated in page no. 2-3 of this Tender Document)		
8.	Unconditional Letter of Acceptance of Tender Conditions (On Letter Head of the Applicant/Bidder) (Annexure IV)		
9.	Details of Similar Works As per Annexure II		
10	Financial Turnover duly certified by a practicing CA. (All Figures in Rs. Lakhs)		



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A	F.Y. 2018-19		
B	F.Y. 2019-20		
C	F.Y. 2020-21		
11	Copy of acknowledgement of Annual Income Tax Return along with copy of Tax computation : F.Y. 2018-19 F.Y. 2019-20 F.Y. 2020-21		
12	Experience of having successfully completed similar works during the last 5 years ending previous day of last date of submission of tenders. Work Experience of Similar Works - “Interior works for Offices (PSUs & Corporates)/ Five Star Hotels/ Airport premium lounges/Commercial complex etc. including civil, electrical, fire-fighting, I T related works”		
13 (i)	a) Three similar works each costing not less than 40% of the estimated cost put to tender Or b) Two similar works each costing not less than 50% of these estimated cost put to tender Or c) One similar work costing not less than 80% of the estimated cost put to tender.		
14	Copy of Summarized Balance Sheet and Profit & Loss Accounts statement duly signed by a practicing Chartered Accountant. FY 2018-19 FY 2019-20 FY 2020-21		
15	Bank Details [Bank Name & Branch, Nature of Bank A/c: Savings/Current, A/c No., IFSC]		
16	Confirmation that our firm/ organization is not blacklisted/barred/ banned from tendering by ICAI as per clause of the Affidavit- (Annexure - III)		

NOTE: All the above documents to be submitted in hardcopy duly signed by the Authorized signatory, under seal of the company/ firm.

Date:

Place:
with seal

Signature of the bidder



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SAFETY CODE

1. There shall be maintained in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.
2. An injured person shall be taken to a public hospital without loss of time, in case where they injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the said rails shall not be less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. (i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
(ii) Suitable face masks be supplied for use by the workers when paint is applied in the forms of spray or surface having lead paint is being dry rubbed and scraped.
11. Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.
12. Hoisting machines and Tackle used in the works, including their attachments anchorage and supports shall be in perfect condition.

The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.



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Annexure-I

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 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.

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 day of2021.

Place:



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Annexure – II

PARTICULARS IN RESPECT OF 3 MAJOR SIMILAR WORKS EXECUTED IN LAST 7 YEARS

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

Note: Must be supported by related documents.

Signature of Bidder with seal

Dated day of2021.

Place:



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Annexure -III

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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Annexure - IV

ACCEPTANCE OF TENDER CONDITIONS

(On the letter head of the company by the authorized representative)

To

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

Sub:

Sir,

- i) This has reference to above referred tender. I/We are pleased to submit our tender for the above work and I/We hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work.
- ii) I/we are eligible to submit the tender for the subject tender and I/We are in possession of all the documents required.
- iii) I/We have viewed and read the terms and conditions of this Tender document carefully. I/We have downloaded the following documents forming part of the tender document:
 - a) Notice Inviting e-Tender
 - b) Quoting Sheet for Bidder
 - c) Instructions to Bidders & General Conditions of Contract.
 - d) Bill of Quantities
 - e) List of approved makes of materials
 - f) Tender Drawings & Technical specifications
 - g) Memorandum
 - h) Acceptance of Tender Conditions
 - i) Details of Work Experience Certificates
 - j) Details of Similar Works
 - k) Financial Details
 - l) TDS details for Private Sector Projects
 - m) Affidavit
 - n) Addendum/Corrigendum, if any- Duly signed by authorized person
 - o) Special Conditions of Contract
 - p) Pre-bid clarifications, if any
- iv) Should this tender be accepted, I/We agree to abide by and fulfil all terms and conditions referred to above and as contained in tender documents elsewhere and in default thereof, to forfeit and pay the Institute, such sums of money as are stipulated in the notice inviting tenders and tender documents.
- v) If I/we fail to commence the work within 7 days of the date of issue of Letter of Award and/or I/we fail to sign the agreement and/or I/we fail to submit performance guarantee in favour of the Institute, I/we agree that Institute will, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Award and to forfeit the said earnest money as specified above.

Signature of Bidder with seal

Dated:



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Annexure-V

Financial Bid

ICMAI/.....

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:

A. QUOTE FOR PHASE 1

Description of Work	Amt. (Rs.)	GST (Amt.)	Total Amt. (Rs.)
<p>1. Collection of preliminary data based on Pre-repair survey (field work) -Structural audit shall be carried out as a qualitative assessment in accordance with latest guidelines of Indian Society of structural Engineers. Visual health inspection of buildings covering internal, external and common areas using light tapping hammer, marking in floor plans all the visible defects, deterioration and quantification.</p> <p>2. Arranging to conduct NDT Testing as per requirement - Assessment of damages of RCC members through NDT (Non-Destructive Testing) with calibration chart for the site. Initially digital rebound hammer test will be conducted and if necessary Ultrasonic Pulse Velocity test, Half Cell Potential test, carbonation depth test, core test, chemical test etc. will be conducted, necessity of which will be decided after inspection.</p> <p>&</p> <p>3. Finding the probable causes of damages, seepage / leakages and status of external plumbing installations, if any.</p> <p>4. Submission of survey report, general defects and damages, general recommendations, suggesting priority wise repair & retrofitting, budgetary estimate in the descending order of preference, generalized bill of quantities</p> <p>5. Preparation of the as built drawing showing all Structural Members, preparation of methodology and preparation of BOQ. Same has to be vetted and checked by M/s Burman Et. Al.</p> <p>6. Obtaining necessary permission from appropriate Municipal or Statutory Authority etc. as per requirement, if needed.</p>			



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7. Submission of compliance & completion report after the completion of the execution of repair work as per recommendation of the Structure engineer.			
Total Phase I (with GST)			

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: _____

Date

Place