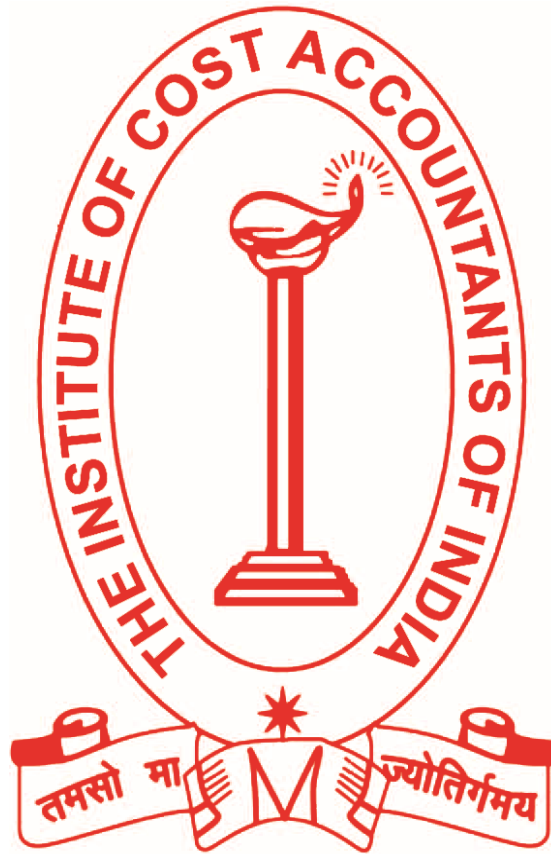




TENDER DOCUMENT

Empanelment of CIVIL CONTRACTOR

Last Date of Submission :September 20, 2018 upto 16:00hrs.



**THE INSTITUTE OF COST ACCOUNTANTS OF INDIA
12, SUDDER STREET, KOLKATA – 700 016**



**THE INSTITUTE OF COST ACCOUNTANTS OF INDIA (STATUTORY
BODY UNDER AN ACT OF PARLIAMENT)
CMA BHAWAN, 12, SUDDER STREET, KOLKATA – 700 016**



TENDER NOTICE

Ref.No: TC (Admin: Civil Contractors)/09/2018

September 4th, 2018

NOTICE INVITING APPLICATIONS FOR EMPANELMENT CIVIL CONTRACTORS

The Institute of Cost Accountants of India hereinafter "Institute" or "ICAI" intends to engage/empanel experienced, reputed and leading civil contractor for Renovation, Repair, Civil, Interior, Woodwork, Minor Structural Steel Work etc. (works up to Rs 25 LACs only) and Architect for Designing/ planning/ Generating Specifications etc. at the Institute of Cost Accountants of India.

1.	Type of work	EMPANELMENT CIVIL CONTRACTORS for The Institute of Cost Accountants of India, Kolkata
2.	Date of Announcement of	September 4th, 2018
3.	Last date for submission of Tender	September 20th, 2018 by 16:00 hrs (The Technical bid and Commercial Bid are to be sealed in separate envelope super-scribing Technical Bid and Commercial Bid respectively AND put in 1 common envelop together for submitting)
4.	Address of Submission	Tender Box, Ground Floor, CMA Bhawan, 12, Sudder Street, Kolkata – 700 016.
5.	Mode of Submission of EOI documents	By hand or through post/courier so as to reach before the due date and time. The EOI submitted through courier must mention on the main envelope 'Empanelment of Civil Contractors'
6.	Contact Person	Shri Kausikmoy Mukherjee, Sr. Officer – Admin. Landline: 033 - 22521602, Monday to Friday during office hours.

**Convener
Limited Tender Committee
(from Rs. 2.5 Lakhs upto Rs. 25 Lakhs)**



➤ **IMPORTANT NOTES:**

Unless the context otherwise requires, the term 'Institute' wherever used in this document, shall mean 'The Institute of Cost Accountants of India' or 'ICAI'.

- Empanelment of civil / carpenter contractors to do the civil / carpentry / architectural works at HQ at 12, Sudder street, Kolkata – 700016 and 4th Floor of the EIRC building at 84, Harish Mukherjee Road, Kolkata – 700025.
- Intending applicants are required to submit in duplicate their full bio-data giving details about their organization, experience, technical personnel in their organization, spare capacity, proven competence to handle major works, etc. in the enclosed Formats.
- As time is the essence of a contract, the ability and competence of the applicants to render required services within the specified time frame, will be a major factor while deciding the selection of the Contractor.
- Applications containing false and/or incomplete information are liable for rejection. The Institute shall obtain the Confidential Reports from the clients of the applicants and inspect the works to verify the various details and the credentials.
- Decision of the Institute in regard to selection of the panel of contractors shall be final. The Institute is not bound to assign any reasons therefore.
- For any queries, the applicants may contact with Shri Kausikmoy Mukherjee, Sr. Officer - Administration.

➤ **THE CONTRACTOR SHOULD PROVIDE / SCOPE OF WORK CIVIL, INTERIOR & FURNISHING WORKS & CARPENTRY:**

The area and scope of work will be as per the requirement of The Institute of Cost Accountants of India from time to time. Any extra work arising out of special programmes or exigencies and beyond the scope of this empanelment shall be negotiated separately.

- a) Repair & Maintenance of office building
- b) Dismantling (wherever necessary)
- c) Renovation
- d) New Construction
- e) Wooden Work (when/wherever necessary)

➤ **PARTICULARS OF THE SERVICES:**

HQ at 12, Sudder Street, Kolkata – 700016

Number of Floor: G+3

Work Plan

	Ground Floor	1st Floor	2nd Floor	3rd Floor
Chamber		24	21	10
Hall			3	1
Auditorium	1			
Council Room		2		
Room	3			
Lift Room	Roof top - 1			
Canteen	1	1 CCM Canteen		
Walk able Passage	2	4	2	1
Stair case	East Side - Gr. Floor to Top Fl. West Side - Gr. Floor to Top Fl.			
Garage	2			
Toilets	6	5	5	3
Stores (File keeping & others)	4	1 + 1 Mezzanine floor	2	1
Terrace				1
Roof			1	1
Total Area	3900 sft	4200 sft	5700 sft	3000 sft
Roof			1300 sft	3000 sft

- Total outside area of the building from Ground floor to Roof top.

Ground Floor: -

Passage	1	500 sft
Garage	2	800 sft

	Floor	Acoustic Wall	Wooden Panel Dias	False Ceiling
Auditorium (Ground Floor)	2400 sft	1800 sft	550 sft	2400 sft

	Floor	Acoustic Wall	False Ceiling
Council Room (New – 1 st Floor)	950 sft.	1350 sft	950 sft.

4th Floor at 84, Harish Mukherjee Road, Kolkata – 700025

Number of Floor: Only 4th Floor

Chamber	6
Hall	1
Reception	1
Toilets	2
Lift room	1
Terrace	1
Roof	1
Stair case	3 rd floor to roof top
Total Area	3200 sft

Total outside area of the 4th Floor to Roof top



➤ **GENERAL TERMS & CONDITIONS :**

1. At any time prior to the date of submission of tender, the Tender Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective Bidder, modify the tender document by an amendment. All prospective bidders who have received the tender document will be notified of the amendment and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at its discretion, extend the date and time for submission of tenders.
2. Interested eligible bidders may obtain further information from the office of Administration.
3. Price Preference/ Purchase Preference to PSUs / SSI Units shall not be applicable.
4. The bidder will be responsible for compliance with all Central and State laws as per rules/regulations / byelaws and order of the local authorities and statutory bodies as may be in force from time to time during the contract period
5. No further discussion/ interface will be granted to bidders whose bids have been disqualified. Institute reserves the right to accept or reject in part or full any or all the offers without assigning any reason whatsoever.
6. Institute may empanel more than one bidder for accomplishment of above mentioned job.
7. For each case Performance Security, guarantee/ warranty against job may be asked from the vendor.

➤ **OTHER TERMS & CONDITIONS:**

1. Civil / Carpenter Contractor, who do not fulfill all or any of the conditions as mentioned earlier or are incomplete in any respect, is liable to summary rejection without assigning any reason.
2. Application Format incorporating additional conditions are liable to be rejected.
3. Canvassing in any form in connection with the Expression of Interest is strictly prohibited and the Application Format submitted by the Civil / Carpenter Contractor who resorts to such canvassing are liable to rejection on this ground alone.
4. Before taking up the job the Civil / Carpenter Contractor may assess the quantum of work involved after going through the specifications of work given in the Work Plan and physical inspection of the premises from 14.00hrs to 15.30hrs any Working Day (Mon – Friday).
5. The Civil / Carpenter Contractor shall not sub-contract the mentioned work to any organization, person, firm or its franchise without the prior approval of the Institute.
6. The Institute reserves the right to accept or reject quotations if all bids fail to justify :
 - a. effective competition is lacking.
 - b. all Bids and Proposals are not substantially responsive to the requirements of the Procurement Documents.
 - c. the Bids'/Proposals' prices are substantially higher than the updated cost estimate or available budget; or
 - d. none of the technical Proposals meets the minimum technical qualifying score

➤ **ELIGIBILITY CRITERIA:**

1. The Civil / Carpenter Contractor must have an office at Kolkata, fully equipped with necessary infrastructure along with a regular telephone and other means of communication like fax/e-mail etc, both in the office as well as in the residence(s), of Partners/ Directors/ Proprietor.
2. The Civil / Carpenter Contractor should have a minimum experience of five years in this field or similar type of services.
3. The Civil /Carpenter Contractor shall furnish Income Tax Return for the last three years along with



- their Application Format.
4. The tenderer have not incurred any loss and must have average annual financial Turnover not less than Rs. 20 Lacs during the financial years i.e. 2015-16, 2016-17 & 2017-18.
 5. The Civil / Carpenter Contractor must have following valid statutory registrations wherever applicable:
 - a) Trade License
 - b) Registration with EPF
 - c) Registration with ESI
 - d) Registration under Contract Labour (Regulation & Abolition) Act 1970 and Rules
 - e) Registration of Goods & Service Tax
 - f) PAN
 6. All credentials of the Civil / Carpenter Contractor, including financial standing, registration with Govt., support or connection with Govt. Depts. / Organizations, Semi-Govt., Non Govt., Autonomous / Public / Local Govt. / Civil Body and Public Institutions / Organizations etc. together with records of past performance with such institutions, departments, organizations etc., are to be submitted along with the Application Format. Civil / Carpenter Contractor not having either adequate credentials or the experience to take up contracts of such magnitude need not submit Application Format.
 7. The firm (contractors) must execute work for foreign / private / public sector banks or public / private sector organization having local office (place of application).
 8. The agency will be required to offer a minimum of 45 days for payment of their bills.
- **PERFORMANCE SECURITY:**
1. Performance Security, case-wise, will be refunded to supplier without any interest, whatsoever, after satisfactory completion of the awarded job in all respects.
 2. Performance Security will be forfeited if the firm fails to perform any of the terms or conditions of the contract, besides it may also be black listed.
- **RECTIFICATION OF DEFECTS :**
- Any defects, shrinkage or other faults which may appear within 12 (twelve) months from the completion of the work arising out of defective or improper materials or workmanship are upon the direction of the competent authority of the Institute to be amended and made good by the contractor at his own cost.
- **TERMS OF PAYMENT:**
1. No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
 2. All payments shall be made on submission of bills.
 3. Necessary taxes as applicable will be deducted from the bill.
 4. The Institute shall be at liberty to withhold any of the payments in full or in part subject to recovery of penalties mentioned in preceding para.
 5. The term 'payment' mentioned in this para includes all types of payment due to the contractor arising on account of this contract excluding Performance Security deposit governed by the separate clauses of the contract.
 6. Payments, subject to Tax Deduction at Source (TDS) shall be processed within 21 days of the submission of the complete documents.



➤ **PENALTY CLAUSE:**

In the event of Contractor failing to execute the work at any time to the full satisfaction of the Institute, the Competent Authority reserves the right to cancel the contract or withhold the payment due to contractor in part or full and to forfeit the Performance Security.

- Fails to provide service in conformity with the contract document, or
- Fails to carry out work in accordance with the schedule of services, or
- Suspends the work without authority from Institute or
- Commits or suffers or permits any breach or observes or persists in any of the above mentioned breaches of the contract, after notice in writing to the Agent by Institute requiring such breach to be remedied or
- If the Agent abandons the work.
- In the event of any deficiency in the service rendered by the Civil / Carpenter Contractor, any time during the currency of the empanelment, The Institute shall impose a suitable penalty which may be recovered from the bill/s of the Civil / Carpenter Contractor. The decision of The Institute shall be binding on the Civil / Carpenter Contractor.

Institute reserves the right to forfeit the Performance Security as well as impose such monetary penalty as it may feel reasonable in case the Agent fails to deliver as per the scope of work.

➤ **AWARD OF WORK**

For each case, any job depicted under "Scope of Work", empanelled vendors will be asked to offer their quote and L1 party of them will be awarded with the contract.

➤ **CONDITION IN CASE OF DISPUTE**

1. In case of any dispute, parties shall resolve the dispute by mutual discussions within a period of 30 days failing which all disputes will be subject to the Jurisdiction of Kolkata Court only.
2. The Institute reserves the right to add/ delete/ modify any terms and conditions besides reserving the right to accept or reject the applications. Accepting the application for empanelment would not guarantee the award of contract.
3. In the event of any dispute arising out of the performance or the interpretation of this empanelment, the Parties hereby agree to make every effort to reach an amicable settlement.
4. Any dispute, controversy or claim arising out of or relating to this empanelment, or the breach, termination or invalidity thereof shall be settled by reference of dispute to Sole Arbitrator to be appointed by the Institute. The Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Kolkata only. The language to be used in arbitral proceedings shall be English.

➤ **PERIOD OF CONTRACT:**

1. The contract will be valid for three year from the date of award the contract and can be extended for one year by mutual consent of the parties on same terms & conditions. No request of hike in approved rates will be entertained during the period of contact for any reason what so ever.
2. In case of unsatisfactory performance by the vendor, Institute may terminate the contract having served one month's notice. Institute even reserves the right to blacklist the vendor if it so decides. On the other hand if the vendor decides to discontinue its services, three months' advance notice must be served to Institute.
3. The Civil / Carpenter Contractor can be terminated by the Institute at any time without notice in the event of gross security risk or gross damage to the Institute's property due to Civil / Carpenter Contractor's failure or persistent failures of the Civil / Carpenter Contractor in providing satisfactory service to the Institute and the decision of the Institute in this regard shall be final and binding on the Civil / Carpenter Contractor.



➤ **PRELIMINARY EXAMINATION**

1. The Institute will examine the Bids to determine whether they are complete, whether required cost of Bid document has been furnished, whether Bidder fulfills the qualifying requirements and whether the Bids are generally in order.
2. Prior to detailed evaluation, the Institute will determine the substantial responsiveness of each Bid with reference to the Bidding documents. A substantial responsive Bid is one, which confirms to all the terms and conditions of the Bidding documents without material deviation. The Institute determination of Bids responsiveness will be base on the contents of the Bid itself.
3. A bid determined as not substantially responsive will be rejected by the Institute and may not subsequently be made responsive by the Bidder by correction of the non- conformity.
4. The Institute may waive any minor informality or no-conformity or irregularity in a Bid, which does not constitute a material deviation. The decision of the Institute with regards to the deviation being material or not shall be final and binding.

➤ **EVALUATION OF BIDS**

1. The Institute will evaluate and compare the Bids previously determined to be substantially responsive pursuant to Clause "Preliminary Examination".
2. The enlistment of a contractor in Institute shall only entitle him to be considered for issue of tender papers subject to the conditions laid down in each individual Notice Inviting Tenders. It shall not confer any right on his either to be necessarily issue the tender papers or for award of work.
3. The Bids submitted by the Bidders which do not meet the qualifying will be treated as non-responsive and will be rejected.
4. Incomplete applications and applications not accompanied with necessary documents are liable to be rejected.

➤ **VALIDITY OF BID:**

Bids shall remain valid for acceptance for a period of 90 days after opening of Technical Bid. Bids with shorter validity shall be rejected. Purchaser may solicit bidders consent to an extension of validity period. A bidder may refuse extension request by forfeiting the EMD.

➤ **NON ASSIGNMENT**

The Bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons, whatsoever.

➤ **Invoice and payment:**

- The tax invoice for supply of Goods & Services should be raised as per the provision o GST Act & Rules and must compulsorily mention the following:
- SCI GSTIN: as below
 - KOLKATA West Bengal 19AAATT9744L1ZP.
- HSN code or Service Accounting Code for supply of goods or services.
- GSTIN of Supplier
- Taxable value of supply
- Tax rate- Central Tax & State Tax or Integrated tax and cess.
- Amount of Tax charged



- **Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider:**
 - Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period.
 - Discharging the GST tax liability to the Government
 - Submission of Tax Invoice to the Institute
 - Availment of Input Tax Credit by the Institute

- **Input Tax Credit:**
 - In case GST credit is delayed/ denied to Institute, due to non/ delayed receipt of goods and/ or services and/ or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to the Institute, GST amount shall be recoverable from vendor along with interest & penalty levied/ leviable.
 - In case vendor delays declaring such invoice in his return and GST credit availed by the Institute is denied or reversed subsequently as per GST law, GST amount paid by the Institute towards such ITC reversal as per GST law shall be recoverable from vendor/ contractor along with interest & penalty levied/ leviable on the Institute.
 - In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/ service, then Institute will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).
 - For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

- **Penalty for Non-compliance of GST Act:**
 - Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.

- **TERMINATION CLAUSE:**

The Institute reserves its right to terminate the contract for any reason at its absolute discretion including but not limited to the following:

 - If the tenderer is adjudicated insolvent by a Competent Court or files for insolvency or if the Tenderer being a company is ordered to be wound up by a Court of Competent Jurisdiction
 - Tenderer commits any breach of the terms of this contract/ tender document
 - The tenderer is involved in wrongful billing
 - In the event of unsatisfactory service
 - If the information furnished in the Technical Offer is found to be incorrect.

The decision of the Institute in terminating the contract will be final and binding on the tenderer.

- **SUBMISSION OF BIDS**

The formats of the all Annexure duly signed by the firm with stamp, shall be furnished.



To be submitted for Empanelment

The Institute of Cost Accountants of India,
CMA Bhawan,
12, Sudder Street,
Kolkata – 700 016

Subject: Application for Empanelment of Contractors for Renovation, Repair, Civil, Interior, Woodwork, Minor Structural Steel Work etc. (works up to Rs 25 LAC) and Architect for Designing/ planning/ Generating Specifications etc. at The Institute of Cost Accountants of India, CMA Bhawan, 12, Sudder Street, Kolkata – 700 016

Dear Sir,

1. Having examined the details given in Pre-qualification criteria mentioned in the Notification and specified in the RFP (request for proposal) document for the above work, including Scope of work and Time frame, I/ We hereby submit all the necessary information, data, credentials and relevant documents as required for pre-qualifying me/ us for empanelling us for the above mentioned works.

2. I/ we hereby undertake that the statements made herein and the information given in the Schedules and Annexure to Pre-qualifying document are true and correct in all respect and in the event of any such statement or information being found to be wrong, misrepresented or concealed at any stage, I/ We shall abide by the decision of the Institute for any action in this regard.

3. I/ we are duly authorized on behalf ofin the capacity ofDocument to submit the RFP (Empanelment) Bid.

Necessary document, as admissible in law in respect of authority assigned to me/ us on behalf of the organization for completion of the Pre- qualifying document is attached herewith.

I/ we understand that The Institute reserves the right to accept or reject any Pre-qualification of any Tenderer without assigning any reasons. Institute's decision in this regard will be final and binding. I/ We also authorize the Institute to approach individuals, employers, firms and corporations to verify our competence, general reputation and particulars furnished by us.

Yours faithfully

Signature :

Name :

Designation :

Name of the Organisation :

SEAL AND SIGNATURE OF THE TENDERER

Encl:-

1. Schedule A to C
2. Evidence of Authority to sign
3. Detail of other enclosures



SCHEDULE- A

1	Name of the agency/ bidder	
2	Registered Office Address	
3	Name of Partners/ Directors/ Proprietor as applicable	
4	Name of the contact person	
5	E-mail Address	
6	Contact Number Telephone/ Mobile No.	
7	Status of the Firm (A copy of certificate of incorporation in case of company/ private ltd., affidavit if proprietary firm and a copy of partnership deed in case of partnership be attached).	Individual/ Partnership/ Company/ Pvt. Ltd.
8	Year of Incorporation/ Establishment of the Company/ firm	
9	Registration number of Bidder Registered in Micro Small & Middle Enterprises. (If yes pl. furnish the registration no. & submit the photocopy of Certificate)	
10	Whether the firm belongs to SC/ST categorization	

Note: - Suitable documentary evidence in respect of Sr. No. 7, 10 are required to be closed.

Signature :

Name :

Designation :

Name of the Organisation :

SEAL AND SIGNATURE OF THE TENDERER



SCHEDULE- B

FINANCIAL DETAILS

1	Name of the Banker		
2	Full Address of the Banker		
3	Bank Account No.		
4	Solvency Certificate of Rs. 5.00 Lacs (Rupees Five Lacs) from a scheduled bank. (Upload attested true copy of the solvency certificate issued within Six Months from date of Opening of the bid)		
5	PAN No.		
6	GST No.		
7	CIN		
8	Annual Turnover in Indian Rupees for Financial years	2015-16	
		2016-17	
		2017-18	
9	Annual Profit in Indian Rupees for Financial years	2015-16	
		2016-17	
		2017-18	

Note: - Suitable documentary evidence in respect of Sr. No. 3, 4, 5, 6, 7, 8 & 9 are required to be enclosed.

Signature :	
Name :	
Designation :	
Name of the Organisation :	

SEAL AND SIGNATURE OF THE TENDERER



SCHEDULE - C

WORK EXPERIENCE

Name of the Tenderer organization

*Tenderer to provide the following information/ details pertaining to similar works completed during the period 01.04.2017 to bid submission date to fulfill the qualification criteria.

* Attach separate sheets for each work.

* Enclose copy of the completion certificate and work order issued by the Owner/ Employer/ Client for each work.

1	Name of and Full address of Employer/ Client	
2	Work order reference number with date	
3	Nature of Work (Work description)	
4	Location	
5	Contract Value	
6	Contractual date of commencement of work	
7	Stipulated date of completion	
8	Actual contract executed Amount	
9	Actual date of start	
10	Actual date of completion	
11	Reasons for delay (if any)	
12	Details of disputes/ failure/ litigation if any	

Signature :

Name :

Designation :

Name of the Organisation :

SEAL AND SIGNATURE OF THE TENDERER



CRITERIA FOR EVALUATION OF THE PERFORMANCE OF CONTRACTORS FOR EMPANELMENT:

Sl. No	Attributes	Evaluation
1	Financial Strength 50 marks Average annual turn over 30 marks Solvency Certificate 20 marks	i) 60% marks for minimum eligibility criteria ii) 100% marks for twice the minimum eligibility criteria or more. In between (i) & (ii) – on pro-rata basis
2	Experience in similar Class of works 40 marks	i) 60% marks for minimum eligibility criteria ii) 100% marks for twice the minimum eligibility criteria or more. (similar work means Renovation, Repair and Petty Civil, Interior, Woodwork, Minor Structural Steel Work etc.)
3	For execution of work for State Govt./ Central Govt. or PSU's 10 marks	Govt. / PSU / Autonomous bodies – 10 Private Companies – 5

Minimum Eligibility marks are 59 (Fifty Nine)



OTHER INFORMATION

1. Work force permanently employed

- i) Mason
- ii) Carpenters
- iii) Mechanics
- iv) Mates / helpers
- v) Others

2. List of major constructional equipments in possession of the firm

LIST OF KEY PERSONAL PERMANENTLY EMPLOYED

Sr. no.	Name	Designation	Qualification	Experience	Years with the Firm	Any other information
1						
2						
3						
4						
5						

Signature :

Name :

Designation :

Name of the Organisation :

SEAL AND SIGNATURE OF THE TENDERER