



THE INSTITUTE OF COST ACCOUNTANTS OF INDIA NAGPUR CHAPTER

243/3, "CMA BHAWAN", Laxmi Nagar, NAGPUR – 440022 • Tel: 2227829, 2228541, E-mail : nagpur@icmai.in

THE INSTITUTE OF COST ACCOUNTANTS OF INDIA

(Statutory Body under an Act of Parliament)

HEADQUARTERS

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

KOLKATA OFFICE

CMA BHAWAN, 12 SUDDER STREET, KOLKATA -700016.

**TENDER DOCUMENT FOR
THE PROPOSED RENOVATION & REPAIRS
FOR "ICMAI BHAWAN", NAGPUR CHAPTER
AT 243/3," CMA BHAWAN", LAXMI NAGAR, NAGPUR - 440022**

Architect / Consultant : Ar. Parag B. Ghubade
M/s. Archparag Associates
Flat No. 106, Narmada Apartments, Empress Mill Society,
Shrinagar, Nagpur – 440 015, Mob: +91 98227 29092

Filled Tender to be Submitted to : The Chairman
Nagpur Chapter
243/3," CMA BHAWAN", LAXMI NAGAR, NAGPUR - 440022

Tender Submitted by:

NAME OF THE FIRM/AGENCY/CONTRACTOR : _____

ADDRESS : _____

DATE : _____



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Tender No: Tender/Nagpur/2025-26

Date: 21.05.2025

LETTER OF INTENT

Sealed competitive tenders superscripted "**Proposed** Renovation & Repairs for "ICMAI Bhawan", Nagpur Chapter at 243/3," CMA Bhawan", Laxmi Nagar, Nagpur - 440022" are invited in two bid system "**TECHNICAL** **& "PRICE BID"** from contractors who have successfully completed similar type of work and have a valid GST registration & Nagpur Municipal Corporation Contractor / Engineer License / Interior Contractor for more than 5 years.

The application form, the eligibility criteria, the detailed conditions, specifications, time schedule and schedule of quantities for the proposed Renovation & Repairs for "ICMAI Bhawan", Nagpur Chapter at 243/3," CMA Bhawan", Laxmi Nagar, Nagpur - 440022. Tender schedule can be downloaded from the website www.icmai.in of the Institute under Tender Section.

Name of Work	: PROPOSED RENOVATION & REPAIRS FOR "ICMAI BHAWAN", NAGPUR CHAPTER AT 243/3," CMA BHAWAN", LAXMI NAGPUR, NAGPUR – 440022.
Estimated Contract value	: Rs. 20,25,000.00 Plus GST as applicable.
E.M.D.	: Rs 21,000.00
Security Deposit	: 5% of the contact value including EMD
Period for Completion of Work	: 1 Month
Last Date and Time of receipt of completed Tenders	: 17.07.2025 up to 6.00 P.M
Date and Time of opening of Technical Bids	: 21.07.2025 at 6.00 P. M.
Date and Time of opening of Price Bids of Eligible Vendors	: To be intimated to the bidders, who will be qualified in technical bid, in due course
GST	: Will be paid by Employer /Institute as applicable.

Note: The ICMAI, reserves the right to select or reject any or all tenders without assigning any reason whatsoever and not bound to accept the lowest tender.

Sd/-

Chairman,
ICMAI, Nagpur Chapter

Date: - 21.05.2025

Place: Nagpur



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LETTER SUBMITTING TENDER (Format I)

To
The Chairman
Nagpur Chapter
243/3," CMA BHAWAN",
LAXMI NAGAR, NAGPUR - 440022

Dear Sir,

**Sub: PROPOSED RENOVATION & REPAIRS FOR "ICMAI BHAWAN", NAGPUR CHAPTER AT
243/3," CMA BHAWAN", LAXMI NAGAR, NAGPUR - 440022**

Having examined the drawings, specifications, designs and estimates relating to works specified in the memorandum and having visited and examined the site of the works specified in the said memorandum and affecting the tender, I/We, hereby offer to execute the works specified in the said memorandum at the rates mentioned in the attached schedule and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in conditions of tender, special conditions, and the estimate and conditions of contract by and in all other respects in accordance with such conditions so far as they may be applicable.

MEMORANDUM

1. a. Description of the Works : **PROPOSED RENOVATION & REPAIRS FOR
"ICMAI BHAWAN", NAGPUR CHAPTER AT
243/3," CMA BHAWAN", LAXMI NAGAR,
NAGPUR - 440022**
- b. Estimated Cost : Rs.20,25,000.00 Plus GST as applicable at the material time.
- c. Earnest Money : Rs. 21,000.00
- d. Time Allowed for completion of the works from fifth day after the date of written order to commence the work : 1 Month
2. Should this tender be accepted, I/We hereby agree to abide by fulfil the terms and provisions of the conditions of contract annexed hereto so far, they may be applicable or in default thereof to forfeit and pay to the Institute of Cost Accountants of India, Nagpur.
3. I/We deposit a sum of Rs. 21,000/- as earnest money in the form of Institute deposit at call / DD bearing No..... dated..... drawn in favour of **"The Institute of Cost Accountants of India" payable at Nagpur**, which amount is not to bear any interest. Should I/We fail to execute the contract when called upon



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to do so, I/We do hereby agree that this sum shall be forfeited by me/ us to the Institute of Cost Accountants of India, Nagpur.

4. Lists showing the particular type of works carried out are enclosed.
5. Our Bankers are:
 - (i)
 - (ii)
6. The names of partners of our firm are:
 - (i)
 - (ii)
7. The name of the partner of the firm authorized : (Certified true copy of the Power of Attorney should be to sign or the names of persons having attached)

Power of Attorney to sign the contract

Signature and Address of Witnesses:

1.

2.

Yours faithfully,

Place:

Date:

Signature of the applicant(s) with seal



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TENDER NOTICE

The Institute of Cost Accountants of India, Nagpur Chapter intend to engage contractor / vendor / agencies for carrying out Renovation and repairs work related to CMA Bhawan, Nagpur. The eligibility criteria, terms and conditions, application format and other details/requirements are as under:

S. No.	Description	Details
1.	Name of Work	PROPOSED RENOVATION & REPAIRS FOR "ICMAI BHAWAN", NAGPUR CHAPTER AT 243/3," CMA BHAWAN", LAXMI NAGAR, NAGPUR - 440022
2.	Date of issue of application Documents form Institute's Website	20.06.2025 to 17.07.2025 up to 6.00 P.M on website of the Institute www.icmai.in (under tender section)
3.	Last date & time for submission of Application.	17.07.2025 up to 6.00 P.M
4.	Address at Which Application (Hard Copy) has to be Submitted.	The Chairman Tender Committee, Nagpur Chapter 243/3," CMA BHAWAN", LAXMI NAGAR, NAGPUR - 440022
5.	Place of opening of application	The Institute of Cost Accountants of India, Nagpur Chapter, 243/3," CMA BHAWAN", LAXMI NAGAR, NAGPUR - 440022

- Application can be downloaded from the Institute's website www.icmai.in (under tender section). It shall be responsibility of the contractor/vendor to arrange and ensure that all pages of the bid are properly bounded (Spiral binding). Tenders in loose pages may not be considered for further processing/disqualified.
- The contractor shall sign and stamp each page of the tender document thereby ensuring the number and sequence of all pages.
- No conditions other than mentioned in the tender will be considered. Conditional tender will be rejected.
- The Institute reserve their rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.
- Contractor/Vendors must have full- fledged service setup at Nagpur. Proof to this effect must be enclosed.
- All the interested bidders are requested to visit the site between 4.00 PM to 6.00 PM on working days before submitting their offer.**
- For any query regarding this tender, the contractor/vendor may contact the project consultant, Ar. Parag B. Ghubade of M/s. Archparag Associates, [Contact No. – 9822729092]

Sd/-

The Chairman, ICMAI, Nagpur Chapter



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PRE-QUALIFICATION OF CONTRACTORS / VENDORS / AGENCIES

APPLICATION FORM

(Please strike-off which is not applicable)

Documents, which are to be enclosed with the application should be demarcated as Annexures A, B, C etc. as mentioned below with Flag.

S. No.	Particulars	To be filled by the Applicant
1	Name of the applicant	
2	Postal Address of the Office (Mandatory)	
	E-mail Id: (Mandatory)	
	Contact telephone/ Mobile No. (Mandatory)	
3	Year of establishment (Mandatory) . Certificate of Incorporation/ Memorandum of Association for the proof of establishment (Annexure – “A”) (Please enclose documentary evidence)	
4	(i) Constitution of the firm. (Annexure – “B”) (Enclose certified copies of documents as evidence)	Sole proprietorship/Partnership/ Private Ltd. /Ltd. Co/ Any other (Please specify)
	(ii) Name of proprietor / Partners. /Directors. Of the organization/firm. (Annexure – “C”) Enclose certified copies of document as evidence	
	(iii) Name/s of authorized signatory with designation	
	(iii) Mode of Authorization. (Annexure – “D”) Enclose certified copies of document as evidence.	Resolution/Partnership Deed /Registered Power of Attorney/Proprietor/ any other (Please specify)
	(iv) Details of registration-whether partnership firm, company, etc. Name of registering authority, date and registration number (Note: Partnership firms not registered with the appropriate authority need not apply) Enclose certified copies of document as evidence. (Annexure – “E”)	
5	Whether registered with Govt. /Semi Govt. / Institutes/ CPWD/Municipal Authorities or any other Public Organization and if so, in which class and since when. Enclose certified copies of document as evidence. (Annexure – “F”) i. Name of organization	YES/NO



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S. No.	Particulars	To be filled by the Applicant
	Category Registration No.& Date ii. Name of organization Category Registration No.& Date	
6	No. of years. of experience in the field and details of work in any other field	
7	Yearly turnover of the organization during last 3 years. (Year wise) (Annexure – “G”)	FY - 2021 - 22 FY – 2022 – 23 FY- 2023 - 24 Average:
8	Bank’s Details (Annexure – “H”) a) Full Postal Address of the branch b) Account No c) IFSC Code No	
9	Bank’s Solvency Certificate/Limit (Please enclose latest Solvency certificate from the Banker. Certificate should not be prior to six months from the date of the tender document. (Mandatory) (Annexure – “I”)	
10	Whether registered with `GST, if yes, GST No. (GST registration should have with Maharashtra State) (Mandatory) (Annexure - “J”)	
11	Whether an assessed of Income Tax. If so, mention PAN No along with copy of Pan card. (Annexure – “K”)	
12	Furnish audited balance sheet and profit& Loss A/c (Audited) for the last 3 years. Whether last 3 years Income Tax returns filed (Pl. enclose certified copies of the Income Tax return of the financial year: 2021-22; 2022-23; 2023-24 (Annexure – “L”)	
13	Detailed description and value of works done during the last 5 years. as per Annexure I.	
14	Names & addresses of the persons / organizations who will certify about the quality as well as performance of your organization	
15	Details of technical staff. Does the applicant have	



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S. No.	Particulars	To be filled by the Applicant
	sufficient workforce, plant & machinery, equipment etc. (provide details in Annexure II)	
16	Whether any Civil Suit/litigation arisen in contracts executed during the last 7 years. If yes, please furnish the name of the project, employer, nature of work, contract value, work order and brief details of litigation. Give name of the Court, place, status of pending litigation	
17	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed of during the last five years by an arbitrator. If so, the details of such litigation are required to be submitted.	
18	Service set up, Registration and Licenses required (Mandatory) Please enclose documentary evidence. (Annexure – "M")	Having full- fledged service setup / Branch Office at Nagpur. Must have valid licenses for related trades, PAN, GST Registration etc. with respective registering authorities.
19	Registration from Govt. Authorities ESIC No: EPF No:	

NOTE: All self-attested documentary evidences to be enclosed.

Place:

Date:

Signature of the applicant(s) with seal



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Declaration

- i) I / We declare that the information given above are true to the best of my/our knowledge.
I / we also understand that if at any stage it is found/noticed by the Institute that any information thus provided by me / us is untrue / incorrect partly or fully and in case of receipt of adverse /unsatisfactory report from other clients/Institutors, the Institute may not consider my/ our application and/or may de-list me/ us and /or may take any appropriate action against me/us.
- ii) I/We also understand that partly / wrongly filled application and / or applications not in prescribed pro-forma and / or applications not accompanying relevant documents / Annexures / annexed documents in sequence wise are liable to be summarily rejected by the Institute without assigning any reason whatsoever. No Correspondence will be made in this regard.
- iii) I / We also declare that I / we will not get myself / ourselves registered as contractor(s) in State Institute of India in more than one name.
- iv) I/ We agree and authorize the Institute to obtain the confidential report from my / our clients, to obtain credit opinion from the Bank and to verify the work executed by us.
- v) I/ We submit all the Certificates and documents as mentioned in the application form/Checklist of the Eligibility Criteria and General Conditions for Empanelment.
- vi) I/ We confirm that all the Rules prevailing in the concerned states, the Labour Laws, Risk Insurance obligations, State & Central Govt. statutory requirements etc. are compiled by me/ us.
- vii) I/We understand that this is merely an application and does not entitle me / us to be necessarily qualified by the Institute for awarding the contract and the Institute reserves the right to reject all and / or any application without assigning any reason whatsoever.
- viii) I/We confirm that I/we do not have any close/near relatives in the Institute.
- ix) I/We have read and understood the Press Notice, pre-qualification & this application form along with Annexure and my/our firm full fill the Eligibility criteria as described in the notice.
- x) I/We am/are authorized to sign and submit these documents for empanelment.
- xi) I/We confirm that all the Rules prevailing in Nagpur, Labour Laws, Risk Insurance obligations, State & Central Government statutory requirements are compiled by me/us.
- xii) I/We understand that the Application should be submitted in Spiral Binding maintaining serial of Annexures as asked for in the Application format, with proper flagging for each Annexure. Failing which the application will be liable to be summarily rejected by the Institute without assigning any reason whatsoever. No Correspondence will be made in this regard.

Place:

Date:

Signature of the applicant(s) with seal

No. of documents duly signed and attached [_____]



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ELIGIBILITY CRITERIA AND GENERAL CONDITIONS OF SELECTION

Requirement of solvency, value of work executed, and Annual Turnover are as under:

Minimum Amount of Solvency certificate (Certificate should not be prior to six months from the date of the tender document) (Rs.)	Minimum Single Value of One Similar Type of work Completed (Rs.)	(Or) Minimum Single value of each two Similar Type of works Completed (Rs.)	(Or) Minimum Single value of each three Similar Type of works Completed (Rs.)	Minimum Average Annual Turnover of last 3 years. (Rs.)
	Works Completed in all respect during the Last 5 Years ended on 30.04.2025.			Years ended on 31.03.2024
8.50 Lakhs	16.25 Lakhs	10.15 Lakhs	8.50 Lakhs	6.10 Lakhs

NOTE:

- The applicants should be bona fide resourceful and well experienced contractors/agencies/firms registered with PWD/CPWD/MES/RLY/PSUs for carrying out the Civil & Allied Works for pre-qualification for undertaking Interior, Civil, Electrical Installation and repair works at different places of Maharashtra State.
- The contractors should be equipped with necessary infrastructure like building construction equipment, machinery and tools, labour strength etc.
- The contractor is required to furnish their registration details of firm with PAN No, TAN No, GST No etc. The applicant is to furnish the registration details for the EPF/ESI and the Labour license details under the contract labour Act.
- Preference will be given to those who have history of timely completion of works, taken up by them during the last 5 years. If the works could not be completed within the stipulated time in any of the cases it should have been completed within the extended time approved by the appropriate authority of the organization. Relevant work orders and completion certificates mentioning the actual work done value and time of completion for the same issued by the concerned department are to be furnished to fulfil the eligibility criteria. **Please note, without completion certificate of the work mentioned in the work order will not be considered for valid experience certificate for selection. The Format of completion certificate is enclosed as Annexure III. The Value of the work order will be considered for credential/experience.**
- It is mandatory that the applicant/contractors/agencies/firms should have full- fledged service setup/Branch Office at Nagpur. The address of the Office should be furnished with name & cell phone no. of the contact person on the top of the envelop and in tender document.
- For Assessing the Annual Turnover of the last 3 years, Contractor must submit the valid documents viz Copy of Income tax return, Profit & Loss Account and Balance sheet for the last 3 years.
- The applicant should agree and authorize the Institute to obtain the confidential report from the clients of the applicant contractors, to obtain credit opinion from the client and to verify the work executed by the contractors.
- The Institute shall not be responsible for the late receipt due to postal delay, strikes or any other reasons. Application received after stipulated time and date will not be considered and the Institute will



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not responsible for non-receipt or late receipt of any application send by post/courier service. The incomplete application is liable to be rejected summarily and Institute reserves the right to accept or reject any or all applications without assigning any reasons thereof.

- i) Any clarification required by the Institute regarding the application should be furnished within the stipulated time instructed by the Institute, failing which the Institute reserves the right to cancel the application for empanelment without assigning any reason thereof.
- j) **Technical bid and Price bid should be submitted in two separate sealed cover and both the covers should be put in a single cover.**

Signature of the applicant(s) with seal

- 1) **The Tender Document can be downloaded from Institute's website www.icmai.in (under tender section) upto 17.07.2025 up to 6.00 P.M**
- 2) Separate Checklist of Annexures duly signed by applicant to be submitted along with the application.
- 3) **Application should be submitted in Spiral Binding maintaining serial of Annexures/ Annexures as asked for in the Application format.**
- 4) **Any changes in eligibility criteria or in terms and conditions it will be uploaded in the Institute's web site only, time to time. It is the responsibility of the vendor/agency/contractor etc. to follow the Institute's website for any changes in conditions & eligibility criteria up to the last date of submission of application.**
- 5) **Solvency Certificate should be submitted in the format given in Annexure – IV.**

Sd/-

The Chairman,
ICMAI, Nagpur Chapter
243/3, "CMA Bhawan", Laxmi Nagar,
Nagpur - 440022

I/We hereby confirm that all information, particulars, copies, of certificates and testimonials in connection with my pre-qualification are correct and genuine. I am/We are, therefore, liable to face appropriate actions as deemed fit by the Institute in the event of any of the information, particulars, copies of certificates and testimonials are not found correct and genuine.

Place:

Date:

Signature of the applicant(s) with seal

No. of documents duly signed and attached [____ _]



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ANNEXURE – I

PARTICULARS IN RESPECT OF WORK

EXECUTED FOR THE LAST 5 YEARS. INCLUDING WORK ON HAND

Name of the Applicant	
Name of Work	
Category	

Sl. No.	Name of work / project with address	Description of work executed	Name and address of the clientele with e-mail address	Nature of work	Period of completion of work as per tender	Actual time of completion	Name of Architect / Consultant with address	Value of work
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

NOTE:

1. Credential issued by the clients shall be enclosed. **Completion certificate of the work mentioned in the work order is to be considered for valid experience certificate for selection.**
2. Works should have been executed by the firm under the name for which the application is submitted.
3. Information has to be filled up specifically in this format. Please do not write remarks" as indicated in Brochure"
4. Indicate other points, if any, to show your technical competence to indicate any important point in your favour.

Place:

Date:

Signature of the applicant(s) with seal



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KEY PERSONNEL PERMANENTLY EMPLOYED IN THE ORGANIZATION

ANNEXURE II

Name of the Applicant	
Nature of Work	
Category	

A.

Sl. No.	Name	Designation	Qualification	Experience	Years. with the firm	Remarks
I.	Technical					
II.	Administration					

(Please enclose the proof of permanent employees such as identity card issued by the company, appointment letter, EPF registration certificate Etc.)

B.

Sl. No.	Work force permanently Employed	Total Nos.	Years. with the firm
i.	Masons		
ii.	Carpenters.		
iii.	Electricians		
iv.	Plumbers.		
v.	Painters.		
vi.	Others.		

C. List of equipment / machinery in possession of the firm / hired.

Sl. No.	List of Major constructional equipment in possession of the firm including testing of project	Total Nos.	Years. with the firm

Notes:

- Information has to be filled up specifically in this format. Please do not write remarks" as indicated in Brochure"
- Indicate other points, if any, to show your technical competence to indicate any important point in your favour.

Place:

Signature of the applicant(s) with seal

Date:



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ANNEXURE - III

Format of Completion Certificate

(On the Letter Head of the Organization)

TO WHOMSOEVER IT MAY CONCERN

Date: 00/00/2025

This is to certify that M/s _____, having their registered office at _____ who were awarded the work of, have successfully executed and completed the work as detailed below.

Sl. No.	Description	Remarks
01.	Work Order No. & Date	:
02.	Name of work	:
03.	Brief scope of work	:
04.	Location of work	:
05.	Value of work as per W.O. etc.	:
06.	Date of commencement of work	:
07.	Revised Value as per execution	:
08.	Completion Period	:
09.	Date of actual completion of work	:
10.	Reason of delay/extension	
11.	Whether any Penalty/ Liquidated Damages imposed. If yes, please give the reason.	
12.	Whether the contractor employed qualified Engineer/Overseer during	
	i) Quality of work (indicate grading)	: Outstanding/Very Good/ Good//Satisfactory / Poor
	ii) Amount of work paid on reduced rates if any	
	i) Did the contractor go for arbitration?	
	ii) If yes, total amount of claim	
	iii) Total amount awarded	
13.	Comments on the capabilities of the contractor	
	a) Technical Proficiency	: Outstanding/Very Good / Good/Satisfactory / Poor
	b) Financial soundness	: Outstanding/Very Good / Good/Satisfactory / Poor
	c) Mobilization of adequate T&P	: Outstanding/Very Good / Good/Satisfactory / Poor
	d) Mobilization of manpower	: Outstanding/Very Good / Good/Satisfactory / Poor

Note: i. All columns should be filled in properly, ii. Please tick one of the multiple options.

1. Signature of the Reporting Officer* with office seal 2. "Countersigned" with official seal

***Officer not below the rank of Superintending Engineer/Head of the Department/Branch Head or equivalent.**

(Reports must be submitted in client's official Letter Head and to be addressed to the "The Chairman, Tender Committee, Nagpur Chapter 243/3," CMA BHAWAN", LAXMI NAGAR, NAGPUR - 440022")



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Annexure –IV

SOLVENCY CERTIFICATE FORMAT

TO WHOM IT MAY CONCERN

M/s. (Firm name with address)

This is to certify that to the best of our knowledge and information M/s (Firm name with address) _____ having their Registered Office at _____, marginally noted address, a customer of our Bank are/is respectable firm and can be treated as good for any engagement up to a limit of Rs. _____ (Rupees _____).

(Signature)
For the Bank with Seal

Note:

1. Banks' certificates should be on letter head of the scheduled Bank.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Institute.



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SPECIAL CONDITIONS

1. Sealed tenders should be addressed to The Chairman, Tender Committee, The Institute of Cost Accountants of India, Nagpur Chapter superscripted **"PROPOSED RENOVATION & REPAIRS FOR "ICMAI BHAWAN", NAGPUR CHAPTER AT 243/3," CMA BHAWAN", LAXMI NAGAR, NAGPUR - 440022**, so as to reach **not later than 6.00 p.m. on 17.07.2025**.
2. No tender will be received / accepted **after 6.00 p.m. on 17.07.2025** under any circumstance whatsoever.
3. The Employer does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders either in whole or in part without assigning any reasons for doing so.
4. (a) Each of the tender documents is required to be signed by the person or persons submitting the tender in token of his/their having acquainted himself/ themselves with the General Conditions of contract, General Specifications, Special Conditions etc. as laid down. Any tender with any of the documents not so signed will be rejected.
(b) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise, the tender is liable to be rejected.
5. The tender form must be filled in English and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the tender will be considered invalid.
6. Erasures are not permitted. All alterations and corrections should be attended by full signature of the tenderer.
7. Intending tenderers shall pay as Earnest Money a sum of Rs. 21,000.00 by DD in favour of **"The Institute of Cost Accountants of India" payable at Nagpur**. A tender which is not accompanied by Earnest Money will not be considered. The earnest money will be returned to the tenderer if his tender is not accepted but without any interest.
8. The earnest money deposit of Rs. 21,000.00 by the successful tenderer, who submitted his tender shall be held by the Employer as part of security deposit. The security deposit in full will be released after 6 Months from the date of completion of the work.
9. Within five days of the receipt of intimation from the Institute of the acceptance of his/ their tender, the successful tenderer shall be bound to implement the contract by signing specific agreement and schedule of conditions.
10. The amount so held as retention plus the security deposit shall not at any time exceeds 5% of the contract amount and will be released after successful completion of the work to the satisfaction of the Institute of Cost accountants of India, Nagpur Chapter and finally take over the balance retaining only such amount as he may consider necessary to cover the liabilities of the contractor. 100% of this amount shall be returned to the contractor on expiry of defects liability period which shall be 12 Months from the date of completion.
11. The contractor must not assign the contract. He must not submit any portion of the contract except with the written consent of the Employer/ Consultant failing which the Employer/Consultant may serve a notice in



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writing rescinding the contract whereupon the security deposit shall stand forfeited and be at absolute disposal of the Employer.

12. The contractor shall carry out all the Interiors work strictly in accordance with drawings, details and instructions of the Consultants. If in the opinion of the consultants' changes have to be made in the design and they desire the contractor to carry out the same, the contractor shall carry out the same without any extra charge and Time. The Consultants / Secretary / Building Committee's decision in such cases shall be final and shall not be open to arbitration.
13. Payment for GST shall be entertained by the Employer.
14. Time shall be considered as the essence of the contract. The entire **Repairing; Renovation Works FOR "ICMAI BHAWAN", NAGPUR CHAPTER AT 243/3," CMA BHAWAN", LAXMI NAGAR, NAGPUR - 440022** must be completed within 1(One) calendar month (30 days). Time allowed for carrying out the work shall be strictly observed by the contractor and it shall be reckoned from the 5th day after written order to commence work is issued. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in of the conditions of contract. The tenders shall before commence work prepare a detailed work programmed which shall be approved by the Consultants / Employer.
15. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work whatever the cause of delays may be including delays arising out of modification to the work entrusted to him or to sub-contractors connected therewith or delays in awarding contractors for other trades of the project in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount subject to such variations as are provided for herein.
16. The successful tenderer is bound to carry out any items of work necessary for the completion of job even though such items are not included in the tender and shall have proper acceptance. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Consultants.
17. If the Headquarters of the successful tenderer are elsewhere than in Nagpur, he shall have a duly authorized agent at Nagpur from the commencement of the work until the building is occupied by the Employer. Such agent shall be authorized to act on behalf of the successful tenderer to accept service of notices on contract and to agree to extras, omissions and varied items of work and rates for the same. Such agent shall maintain on his staff a qualified engineer approved by the Employer/Consultants and such office personnel as may be required for the efficient execution of works. Any notice under the contract shall be deemed to have been served on the successful tenderer if the same is served upon such agent or sent by registered letter to his address and shall have proper acceptance. Such agent shall not be changed and shall not leave during the duration of the contract unless the consent of the Employer/Consultants shall have been previously obtained. If the Employer/Consultants carry out any rectifications under the terms of the contract after the building is completed, the successful tenderer shall have the same or another duly authorized agent while such rectifications are being carried out.



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18. The successful tenderer must co-operate with the other contractors appointed by the Employer so that the work shall proceed smoothly with least possible delay and to the satisfaction of the Consultants/Employer.
19. The contractor shall have to make his own arrangements in respect of storing the wood, Furniture, Hardware items, and other Electrical and Electronic items etc.
20. The contractor must make his own arrangement for the electric supply required for construction and lighting at his own cost without claim to any extra. The Employer will render all assistance required for getting supply, by certifying the genuineness of his requirement in his application to the West Bengal State Electricity Board.
21. The contractor shall have to coordinate with Electricity Board for erection of Transformer required for the power supply.
22. The successful tenderer shall make his own arrangements to obtain all materials required for the work.
23. The standard of all materials is finalized by the Consultants.
24. All Municipal fees for drainage and water connection for construction purposes shall be borne by the contractor and fees if any payable for permanent connection shall be initially paid by the Employer.
25. The Contractor shall strictly comply with the provisions of safety code annexed hereto.
26. The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by the consultants and also in accordance of the requirements of the Town Planning Authority and no deviation on any account will be permitted.
27. Contractor shall make his own arrangements for mobilization of material to the site. Institute or Chapter will not take any responsibility for mobilization of material and traffic management.
28. As the site is located in residential area, Contractor shall carryout the work smoothly, without any disturbances / disputes with the neighbours. Institute / Chapter assumes no responsibility in this matter.
29. The security deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the contract.

Place:

Signature of the applicant(s) with seal

Date:



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GENERAL CONDITIONS

1. Interpretations

In construing the Conditions, the Specifications, Schedule of Quantities, Tender and Agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires: "Employer" shall mean the Institute of Cost Accountants of India Nagpur, their heirs, legal representatives, assigns, and successor. "Contractor" shall mean the contractor and their heirs, legal representatives, assigns and successors.

"The Contract" shall mean the Articles of Agreement, the Conditions, the Priced Schedule of Quantities, the Specification, the Appendix and the Drawings, additional instructions issued till the receipt of the tender and subsequent correspondence if any till the date of acceptance of tender.

"Site" shall mean the contract works as shown bounded red on the site plan including any erections thereon and any other land adjoining thereto (inclusive) as foresaid allotted by the Employer or the Consultants for the Contractor's use.

"Act of Insolvency" shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Act or any amending Statute.

"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 registered post to the last known private or business address or registered office address and shall be deemed to have been received when in the ordinary course of post, it would have been delivered.

"Virtual Completion" shall mean that the building is in the opinion of consultants fit for occupation.

Words importing person include firms and corporations. Words importing the singular only also include the plural and vice versa where the context so required.

2. Scope of Contract

The Contractor shall carry out and complete the works in every respect in accordance with this contract and in accordance with the directions and to the satisfaction of the Employer/Consultants may in their absolute discretion from time-to-time issue further drawings and /or written instructions, details, directions and explanations which are hereafter collectively referred to as "The Institute's Instructions" in regard to:

- (a) The variation or modification of the design, quality or quantity or works or the additions or omission or substitution of any work.
- (b) Any discrepancy in the drawings or between the schedule of quantities and /or drawings and/or specifications.
- (c) The removal from the site of any materials brought thereon by the Contractor and the substitution of other materials therefore.
- (d) The removal and/or re-execution of any works executed by the Contractor.



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- (e) The dismissal from the works of any persons thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects.

The Contractor shall forthwith comply with and duly execute any work comprised in such Consultant's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his Foremen upon the works by the Employer/Consultants shall in involving a variation, be confirmed in writing by the Contractor within seven days and if not dissented from in writing within a further period of seven days by the Employer/Consultants such shall be deemed to be Consultants Instructions within the scope of contract. Rates of items not mentioned in the Schedule of Quantities shall be fixed by the Employer on the recommendation of the Consultants in accordance with the CPWD Rules.

In compliance with Consultants Instructions as aforesaid involves work beyond that contemplated by the Contract, then unless the same were issued owing to some breach of this contract by the Contractor, the Employer shall pay to the contractor the price of said work as an extra to be valued as per provisions of the CPWD Rules.

3. Drawings and Schedule of Quantities

One complete set of the Drawings (If available) and Specifications and schedule of quantities shall be furnished by the Institute/Consultants to the Contractors, and the Institute/Consultants shall furnish, within such time as they may consider reasonable, one copy of any additional drawing (If available) which in their opinion may be necessary for the execution of any part of the work. Such copies shall be kept on the works and Institute/Consultants and their representatives shall at all reasonable times have access to the same and they shall be returned to the Consultants by the Contractor before the issue of the final certificates for the balance of his account under the contract. This contract and the signed drawings and specifications and schedule of quantities shall remain in the custody of the Institute/Consultants and shall be produced by them at their office as and when required by the Employer or by the Contractor.

4. Contractor to provide everything necessary

The Contractor shall provide everything necessary for the proper execution of the works, priced Schedule of Quantities and Specification taken together, whether the same may or may not be particularly shown or described therein, provided that the same can reasonably be inferred there from and if the contractor finds any discrepancy therein, he shall immediately and in writing refer the same to the Consultants, whose decision in consultation with the Employer shall be final and binding on the parties. Figured dimension shall be followed in preference to Scale. The Employer shall not charge the contractor for his own unrented ground or for water out of his own well. The Employer shall on no account be responsible for the expense incurred by the Contractor for hired ground or water obtained from elsewhere.

Power required for construction and lighting including distribution, installation of the switch board, meter etc. shall be arranged by the Contractor at his own cost. All connections made shall be to the contractor's account. He shall arrange to install a tested meter and pay for the energy consumed by him. All wiring from



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the switch board and meter will be removed by the Contractor on completion of work. He shall reinstate and make good any work disturbed by the temporary power lines to the satisfaction of the Consultants and Employer. The temporary connection shall be on account of the Employer.

The contractor shall supply, fix and maintain at his cost, during the execution of any work, all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, hoarding, watching and lighting by night as well as by day, required not only for the proper execution and protection of the public and the safety of any adjacent roads, street, cellars, vaults, ovens, pavements, walls, houses, buildings, and all other erections, matters or things, and the contractor shall take down and remove any or all such centering, scaffolding, staging, planking, timbering, strutting, shoring etc. as occasion shall require or when ordered to do so, and shall fully reinstate and make good all matters and things disturbed during the execution of the works, to the satisfaction of the Consultants and Employer.

5. Escalation Clause

The tenderer is to include in his tender, charges for storage of materials, either in his own storage yards or in suitable godowns hired for the purpose. Sufficient materials are to be ordered for and purchased with the placing of the order, to eliminate all chances for increase of price as well as delay in completion of work due to fluctuation of market rates or any other happenings which may cause the supplies to be delayed. ***On NO ACCOUNT any increase in price of the material and labour will be sanctioned beyond the tendered rates. There is no price escalation clause.***

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall be deemed to be the essence of the contract on the part of the Contractor and shall be reckoned from the fifth day after the date on which order to commence the work is issued to the Contractor. The Contractor will adhere to time and progress chart.

In the event of the contractor failing to comply with this condition he shall be liable to pay by way of liquidated damages the amount calculated at 1% of the amount of total value of the work per 15 days or any smaller amount as the employer in consultation and as per advice of consultants may decide subject to the maximum amount of damages. The interim liquidated damages shall however be refunded in case the individual items and the entire work was completed by the target dates as decided by the Consultants whose decision in writing in consultation with the employer shall be binding upon the Contractor.

Clause - 6

The Employer without prejudice to his right against the Contractor in respect of any delay or inferior workmanship or otherwise or to any claims or damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether date for completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases:

- (i) If the contractor having been given by the Employer/Consultants a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or



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otherwise improper or un-workman like manner shall omit to comply with the requirements of such notice for a period of seven days or thereafter or if the contractor shall delay or suspended the execution of work, so that, either in the judgment of the Employer/Consultants he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date.

- (ii) If the Contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of creditors shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

- (iii) If the Contractor commits breach of any of the terms and conditions of this contract:

When the Contractor has made himself liable for action under any of the cause aforesaid, the employer shall have powers:

(a) To determine or rescind the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the employer shall be conclusive evidence). Upon such determination or rescission, the security deposit of the contractor shall liable to be forfeited and shall be absolutely at the disposal of Employer.

(b) To employ labour paid by the Employer and to supply materials to carry out the works or any part of the work, debiting the contractor with the cost of the labour and the price of the material (of the amount of which cost and price certified by the Employer/Consultants shall be final and conclusive against the contractor) and crediting him with the manner and at the same rates as if, it had been carried out by the contractor under the terms of his contract. The certificates of the Employer in consultation with the Consultants, as to the value of the work done, shall be final and conclusive against the contractor, provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Employer are less than the amount payable to the Contractor at his agreed rates the difference shall not be paid to the contractor.

After giving notice to the contractor to measure up the work of the contractor and to take such part thereof, as shall be unexecuted, out of his hand and to give it to another contractor to complete, in which case, any expenses which may be incurred in excess of sum which would have been paid to the original contractor, if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Employer/Consultants, shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by employer under this contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be.

In the event of the any one or more of the above courses being adopted by the employer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any arrangements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the



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provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto actually performed under this contract unless and until the consultants has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

Clause -7

In any case in which any of the powers conferred upon the employer by Clause-8 hereof, shall have become exercisable and the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the condition hereof and such powers shall, notwithstanding, be exercisable in the event of any future case of default by the contractor and the liability of the Contractor for compensation shall remain unaffected. In the event of the employer putting in force all or any of the powers vested in him under the proceeding clause, he, if he so desires, after giving notice in writing to the Contractor, take possession of, for use as on hire (the amount of the hire money fixed by Consultants shall be binding) all or any tools, plant, materials and stores, in or upon the works, or the site thereof, belonging to the contractor, or procured by the Contractor and intended to be used for the execution of the work.

Otherwise, the employer may by notice in writing order the contractor, or his clerk of the works, foremen or other authorized agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice) and in the event of the contractor failing to comply with such requisition, the employer may remove them at the contractor's expense or sell them by auction or private sale. Decision of the employer as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the contractor.

Clause -8

If the contractor shall desire an extension of time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the employer within 30 days of the date of hindrance on account of which he desires such extension as aforesaid, and the employer shall, if in his opinion (which shall be final) reasonable grounds be shown therefore, authorize such extension of time, if any, as may, in his opinion be necessary or proper. Any claim for damage or compensation in relation thereto by the contractor is not permissible.

Clause -9

The Employer shall have power to make any alteration by omission from, additions to or substitutions for, the original specifications, drawings, designs, and instructions that may appear to him to be necessary during the progress of the work, and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Employer and such alterations, omissions, additional or substitute works which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor in the same conditions in all respects on which be agreed to do the main work. The time for the completion of the work shall not be extended in the proportion that the altered, additional or substituted work bears to the original contract work. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the rules in CPWD.



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Clause -10

If contractor desires, to substitute any materials or workmanship he must secure the approval of the Consultants/Employer in writing for any substitution well before making such substitution. Materials designated in this specification definitely by such terms as equal "or other approved" etc., shall be considered as coming under the provision of this clause as substitution and no such materials shall be used until specific approval of the Consultants has been secured.

Clause -11

No compensation for curtailment of work: The employer shall have full power to curtail or abandon the work or any portion thereof without any compensation for the same.

Clause -12

Within ten days of the completion of the work in all respects including clearing, levelling the site, cleaning off the dirt, removal of scaffolding, rectification of defects, removal of surplus, materials etc. the contractor shall give notice of such completion to the employer and within ten days of the receipt of such notice consultants or his representatives shall inspect the work and if there is no defect in the work, shall furnish the contractor a certificate of completion/or the contractor should be informed indicating the defects or remaining work to comply within the reasonable time failing which the same work will be got done at the risk and cost of the contractor even without terminating the contract.

All rubbish, offensive matter and superfluous materials shall be removed from the premises immediately as these accumulate and the whole place left clean and perfect during execution and on completion of the work by contractor to the satisfaction of the employer. He shall also clear the site before handing over the building to the employer. He shall also clear the site before the building is started and keep sufficient space for working of other contractors. In no case shall the contractor continue to use or occupy or allow to be used, occupied, any land or property whether belonging to the employer or not, either for the deposit of materials or plant or for any purpose whatsoever, after the written notice from the employer shall have been served upon the contractor requiring the contractor to remove or cause to be removed all such materials or plant from any such land or property of the employer within such time as may be fixed by him. Should any such materials or plant remain upon any such land or property or should any such land or property remain occupied or used, after the period specified in such notice, for any purpose whatever as aforesaid, then and in every such case and as often as the same shall happen, the contractor shall forfeit and on demand pay to the employer the sum of rupees fifty as and for liquidated and ascertained damages for each and every day during which the such lands or property are so used and occupied as aforesaid from the time such notice has been given.

The contractor would be paid 100% of the Security deposit/Retention Money after successful completion of defects liability period in the appendix hereto without any interest. Provided always that the issue by the consultants of any certificates during the progress of work or at or after their completion shall not relieve the contractor from his liability in case of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt with in the certificate, and in case of all defects and insufficiencies in the



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works or materials which a reasonable examination would not have disclosed. No certificate of the Consultants shall of itself be conclusive evidence that any work or materials to which it relates are in accordance with the contract. The Institute/consultants shall have power to withhold any certificate/Money, if the works or any parts thereof are not being carried out to their satisfaction.

Clause -13

The consultants may from time to time intimate to the Employer and the contractor that they require the works to be measured and the Employer and the Contractor shall attend or send a qualified agent to assist the consultants or the consultant's representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required by either of them. Should the employer and the contractor not attend or neglect or omit to send such agent then the measurements taken by the consultants or approved by them shall be taken to be the correct measurements of the work. Such measurements shall be taken in accordance with the Mode of Measurements mentioned in the specifications. The employer and the contractor or their agents may at the time of measurements take such notes of measurements as they may require. The final measurements and valuation in respect of the contract shall be completed with the 'Period of Final Measurement' stated in the Appendix.

Clause - 14

Works are to be executed in accordance with the specifications annexed to the tender form and the drawings appended with the tender and the subsequent details thereon.

Clause -15

Any work not conforming to the specification annexed to the tender form or I.S. Specification according to the consultants and his subordinate, shall be rejected and is to be re-done by the contractor, failing which the Engineer- in-charge may rectify, or remove and re-execute the work at the risk and expenses of the contractor. These defects may be pointed out within six months from the date of completion. The consultants, their representatives and the Employer and their representatives shall at all reasonable times have free access to the works.

Clause - 16

The contractor shall remain liable for any damage done by him or his working people to building or structure.



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Clause - 17 (Dismissal of Workmen)

The contractor shall at the request of the Consultant/Employer immediately dismiss from the works any person employed thereon who may, in the opinion of the consultant/employer, be unsuitable or incompetent or who may misconduct himself and such person shall not be again employed or allowed on the works without the permission of the consultant/employer.

Clause - 18

Where there are no such specifications for any item of work such work will be carried out in accordance with and as per consulting engineer's advice in consultation with the employer.

Clause - 19 (Excess Payment to be Returned)

The employer shall have the right to cause audit and technical examination of the work and final bill of the contractor even after completion certificate and final payment, and as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done if claimed to have been done, the contractor shall remain liable to refund the amount of over payment and it shall be lawful for the Employer to recover the same from the amount due to the Contractor under this or any other contract and if due to the Employer on demand the balance remaining due.

Clause - 20 (Damages to Persons and Property)

The Contractor shall be responsible for all injury to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub- contractor or of any of his sub-contractor's employees whether such injury or damage arise from carelessness, accident or any other cause whatever in any way connected with the carrying out of this contract.

Clause – 21

Without prejudice to any of the rights or remedies under this contract, if the contractor dies the employer shall have the option of terminating the contract without any compensation to the contractor.

Clause - 22

No labourer below the age of fourteen years shall be employed on the work. The Contractor shall pay not less than fair wages specified by the Government of India to the labourers engaged by him on the work.

Clause – 23 (Setting out Works)

The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the corrections of the positions, levels, dimensions and alignment of all parts thereof. If any time any error shall appear during the progress of any part of the work the contractor shall at his own expense rectify such error, if called upon, to the satisfaction of the consultants.



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Clause – 24 (Site Order Book)

The contractor shall at his own expense keep an order book at the site, in which shall be entered, all instructions given by the employers or public authorities. A copy of the orders shall be sent to the employers for their confirmation within 3 days after the orders are given. The order book shall not be removed from the site without the employer's permission.

Clause - 25 (Tool and Plants Accommodation)

The contractor shall erect and maintain entirely at his own expense properly lighted and water proof lockable offices for the supervisor or employer and for his own staff respectively on such part of the site as employer may indicate.

Clause – 26 (Authorities Notice and Patents)

The contractor shall confirm the provisions of any Acts of the Legislature relating to the works, and to the Regulations and bye-laws of any authority, and of any water, lighting and other companies and/or Authorities with whose systems the structure is proposed to be connected, and shall before making any variations from the drawing or specifications that may be necessitated by so confirming, give to the consultants written notice specifying the variation proposed to be made and the reason for making it, and apply for instructions thereon. In case the contractor shall not within seven days, receive such instructions he shall proceed with the work, conforming to the provisions, regulations or bye-laws in question.

Clause - 27(Material and Workmanship to conform to Description)

All materials and workmanship shall so far as procurable be on the respective kinds described in the priced Schedule of Quantities and /or specification and in accordance with the consultants' instructions, and the contractor shall upon the request of the consultants furnish them with all invoice, accounts receipts and other vouchers to prove that the materials comply therewith. The contractor shall at his own cost arrange for and/or carry out any test of materials which the consultants may require.

Clause – 28 (Supervision and Forman)

The contractor shall give all necessary personal superintendence during the execution of the work and as long thereafter as the consultants may consider necessary until the expiration of the Defects Liability period stated in the appendix hereto. The contractor shall also during the whole time the works are in progress, employ competent foremen approved by the consultants who shall be constantly in attendance at the building, while the men are at work. Any directions, explanations, instructions or notice given by the consultants to such foremen shall be held to be given to the contractor.

Clause - 29 (Concrete Mixing)

All major concrete mixes should be done machine mixed and vibrated as directed by consultants for construction of Compound wall, Rain water harvesting Pit and allied works.



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Clause – 30 (Schedule of Quantities)

The Schedule of Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the method of measurements mentioned in the specifications, and shall be considered to be approximate and no liability shall attach to the consultants for any error that may be discovered therein.

Clauses – 31 (Damages for Non-Completion)

If the contractor fails to complete the work within the stipulated period or within any extended time and the consultants certify in writing that in their opinion the same ought reasonable so to have been completed the contractor shall pay or allow the employer the sum named in the appendix as Liquidated Damages for the period during which the said work shall so remain incomplete and the employer may deduct such damages from any moneys due to the Contractor.

Clause - 32 (Failure by Contractor to comply with Consultant's Instructions)

If the contractor after receipt of written notice from the consultants requiring compliance, with such further drawings and/or consultants instructions fail within seven days to comply with the same, the employer may with the consent of the consultant employ and pay other persons to execute any such work whatsoever as may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the contractor, by the employer on a certificate by the consultants as a debt or may be deducted by him from any money due or to become due to the contractor.

Clause – 33 (For Failure of Earnest Money)

If the contractor after the award of work and issue of letter of intent for starting the work, fail to start the work within five days of receipt of this letter (time for receipt of letter will be deemed to be ordinary taken by post office for delivery) will make himself liable to forfeit his earnest money unless he gives sufficient valid reasons to the employers and are accepted by them as such.

The contractor must submit a time and progress chart in a form approved by the employers within five days of acceptance of the tender. The chart shall indicate the expected date of commencement and completion of each of the principal stage of work. The actual progress as compared with this chart will be reviewed periodically.

At his expense the contractor shall supply the employers with duplicate copies of large photograph not less than 10" x 8" of the work taken from approved positions as and when required by employers.

Sunday and night work will not be permitted unless with the written permission or direction of the employer, say when the work is unavoidable or absolutely necessary for saving the life or property. Such work shall be undertaken if so directed by the Employers without any extra charge provided the contractor had brought the fact to the notice of the employer in due course.



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Clause – 34 (Other Persons engaged by Employer)

The employer with the consent of the consultants reserves the right to execute any work not included in this contract which he may desire to have carried out by other persons, and the contractor shall allow all reasonable facilities and to use of his scaffolding and plant for the execution of such work, but is not required to provide any special plant or material for the execution of such work except by special arrangement with the employer. Such work shall be carried out in such manner as not to impede the progress of the work included in the contract and the contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

Clause - 35 (Termination of Contract by Employer)

If the contractor (being an individual or a firm) commit an "Act of insolvency" or shall be adjudicated an insolvent, or shall make an assignment or compensation for the benefit of the greater part in number or amount of his creditors, or shall enter into a deed of assignment with his creditors or (being an incorporated company) shall have an order made against his or passes effective resolution of winding up either compulsory or subject to the supervision of the court or voluntary, or if the official assignee of the contractor shall repudiate the contract or if the official assignee of Liquidator in any such winding up, shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the consultants that he is able to carry out and fulfil the contract and if required by the consultants to give security therefore or if the contractor, (whether an individual, firm or incorporated company) shall suffer execution to be issued, or if the contractor shall suffer and payment under this contract to be attached by or on behalf of any of creditors of the contractors, or if the contractors shall assign or sublet the contract without the consent in writing of the consultants first obtained, or if the contractor shall change or encumber this contract or any payment due or which may become due to the contractors thereunder, or if the consultants shall certify in writing to the employer that in their opinion the contractor:

(1) has abandoned the contract **OR**

(2) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for fourteen days after receiving from the consultants written notice to proceed **OR**

(3) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the work to be completed within the time agreed upon **OR**

(4) has failed to remove materials from the site or to pull down and replace works, within seven days after receiving from the consultants, written notice that the said materials or works were condemned and rejected by the consultants under these conditions **OR**

(5) has neglected or failed persistently to observe and perform all or any of acts, matters or things, by this contract to be observed and performed by the contractor, for seven days after written notice shall have been given to the contractor requiring the contractor to observe or perform the same **OR**



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(6) has to the detriment of good workmanship or in defiance of the consultants' instructions to the contrary sublet any part of the contract. Then in any of the said clauses the employer with the written consent of consultants may, notwithstanding any previous waiver, after giving seven days' notice in writing to the contractor determine the contract but without thereby affecting the powers of the consultants or the obligations and liabilities, of the contractor, the whole of which shall continue to be in force as fully as if the contract had not been so determined and as if the work subsequently executed has been executed by or on behalf of the contractor, and further, the employer with the consent of the consultants by his agents, servants may enter upon and taken possession of the works and all plant, tools, scaffolding, sheds, machinery, steam and other power, utensils and materials, lying upon premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on any completing the works by employing other contractors or other persons to the works, and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons, employed for completing and finishing or using the materials and plant for the works. When the work shall be completed, or as soon thereafter as convenient, the consultant shall give a notice in writing to the contractor, to remove his surplus materials and plant and should the contractor fail to do so within a period of 14 days after receipt of notice thereof by him, the employer may sell the same by public auction and shall give credit give to the contractor for the amount so realized. The consultants shall thereafter ascertain and certify in writing under their hand what (if anything) shall be due to be payable by the employer for the value of the said plant and materials so taken possession of by the employer, and the expense or loss which the employer shall have been put to, in setting the works to be so completed and the amount if any owing to be so completed, and the amount, if any owing to the contractor and the amount which shall be so certified shall, thereupon, be paid by the employer to the contractor or by the contractor to the employer, as the case may be and the certificate of the consultants shall be final and conclusive between the parties.

Clause - 36 (Defect Liability Period)

12 months from the date of handing over of the project to the satisfaction of Nagpur Chapter.

Clause - 37 (Liquidated Damages)

At the rate of 0.5% of the contract value per week which subject to a maximum of 5% of the accepted contract.

Clause - 38 (Arbitration)

All claims and disputes arising under or relating to this agreement are to be settled by binding arbitration in the State of Maharashtra in which parties agree to arbitrate and award of arbitration may be confirmed in a court of competent jurisdiction.

Clause - 39 (Jurisdiction)

Any dispute arising out of or in connection with this agreement shall be subject to the exclusive jurisdiction of the courts of Nagpur.



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Clause – 40 (Validity of Offer)

90 days from the date of opening tenders.

Clasue – 41 Termination of Contract

1. Termination for Convenience

The Employer reserves the right to terminate the contract, in whole or in part, at any time by providing a written notice of at least 30 days to the Contractor. In such a case, the Contractor shall cease all work immediately upon receipt of notice, and the Employer shall compensate the Contractor for the work satisfactorily completed up to the date of termination, subject to verification.

2. Termination for Default

The Employer may terminate the contract with immediate effect if the Contractor:

- Fails to complete the work within the agreed timeframe.
- Performs work that does not meet the required quality standards.
- Violates safety, labor, or environmental regulations.
- Abandons the work without valid justification.
- Becomes insolvent or bankrupt.

In case of termination for default, the Employer may engage another contractor to complete the remaining work, and any additional cost incurred shall be recoverable from the Contractor.

3. Termination by Contractor

The Contractor may terminate the contract if:

- Payments due remain unpaid beyond 60 days after written notice.
- The Employer fails to provide necessary site access or approvals that cause prolonged delays.

The Contractor must provide a written notice of at least 30 days before termination, and the Employer shall compensate for the work completed up to the termination date.

4. Settlement and Handover

Upon termination, the Contractor shall:

- Remove all tools, equipment, and personnel from the site.
- Submit all completed work documents, invoices, and records.



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- Ensure that the site is left in a safe and clean condition.

5. Dispute Resolution

Any disputes arising from the termination of this contract shall be resolved through mutual negotiations. If unresolved, the matter may be referred to arbitration or legal proceedings as per the governing law.

Clause – 42 (Payment Terms)

1. MEASUREMENTS, CERTIFICATE AND PAYMENTS:

The price to be paid by the Institute to the Contractor for whole of the work to be done and for performance of all the obligations undertaken by the Contractor under these contract documents shall be ascertained by the application of the respective schedule of rates listed in Price Bid (the inclusive nature of which is more particularly defined by way of application and not by way of limitation in the succeeding clause of this clause) and the payment to be made according to the work actually executed, and approved by the Engineer/Architect/Consultant. The sum so ascertained shall (excepting only as to the extent expressly provided herein) constitute the sole and inclusive remuneration of the Contractor under the contract and no further or other payment whatsoever shall be or become due or payable to the Contractor. No Price Variation Adjustment (P.V.A.) on account of escalation in price of steel, cement and other materials and labour will be paid during the entire tenor of the work contract.

2. CERTIFICATION AND PAYMENT OF CONTRACTORS BILLS:

The contractor be paid by the Institute from time to time by instalments under Interim Certificates to be issued by the Engineer/Architect/Consultant to the contractor, for works executed after necessary verification of the bills submitted by the contractor.

3. METHOD OF PAYMENT:

Payment due to the Contractor shall be made by RTGS or any other mode of Online Transaction only.

4. INTERIM PAYMENTS TO BE REGARDED AS ADVANCE:

No Interim Payment OR Advance (Any Kind) will be made during the entire tenor of the project. Final payment will be made after completion of the work in all respect and to the satisfaction of the Institute. The Engineer/ Architect/Consultant and the Institute shall have the power to withhold any Certificate if the works or any parts thereof are not being carried out to their satisfaction.



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APPENDIX

(Herein before referred to)

1. Defects Liability Period : 12 Months from the date of payment of Final Bill.
2. Date of Commencement : 5th day after the date of written order to commence
3. Time of Completion : 1 Month
4. Liquidated Damages : An amount equal to one (1%) percent of the total contract value of the work for every 15 days' delay, subject to the ceiling of a maximum of 10% (Ten) of the total value of the contract.
5. Retention / Security Deposit Percentage : 5% (Five percent) of the contract value. 100% Security Deposit will be released after successful completion of defect liability period of 12 months without any interest.

Place:

Signature of the applicant(s) with seal

Date:



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SAFETY CODE

1. There shall be maintained in readily accessible place first aid appliances including adequate supply of sterilized dressings and coting wool.
2. An injured person shall be taken to a public hospital without loss of time, in case where the injury necessitates hospitalization.
3. Suitable and strong scaffolds should be provided for all works that cannot safely be done from ground. No portable single ladder shall be over 8mts in length, the width between the side rails shall not be less than 30cm(clear) and the distance between two adjacent rungs shall not be more than 30cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
4. The excavated material shall not be placed within 1.5mts 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.
5. 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.
6. No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
7. Workers employed on mixing and handling material shall be provided with protective footwear and rubber hand-gloves.
8. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
9.
 - (i) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
 - (ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
 - (iii) 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.
10. Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition. The ropes used in hosting or lowering materials or as a means of suspension shall be of durable quality and of adequate strength and free from defects.



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SUBMISSION OF BIDS

- (a) The proposal shall be in two parts. Technical Bid (Format-II and Format III) in cover-A and Financial Bid (Format-IV) in Cover-B shall be submitted in two separate wax sealed envelopes with respective marking in bold letters in the Formats.
- (b) A demand draft for Rs. 21,000.00 drawn in favour of **"The Institute of Cost Accountants of India"**, payable at Nagpur from any Nationalized Institute towards EMD shall be enclosed to the Technical Bid.
- (c) Both the sealed envelopes Cover-A and Cover-B shall again be placed in a Cover- C and the same shall be sealed with wax and dropped in the Tender Box available in the Institute of Cost Accountants of India, Nagpur **on or before 6.00 p.m. on 17.07.2025.**
- (d) The documents as mentioned in the Annexures shall be furnished along with the Technical Bid.

Place:

Signature of the applicant(s) with seal

Date:

OPENING OF BIDS

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



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EVALUATION OF TECHNICAL BIDS

The evaluation of bids will be done on the basis of total 100 marks for Technical Bid.

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

Evaluation Weightage of the following parameters

S. No	Description	Weightage	Total
1	Nos. of years of Operation a) Less than 5 years b) 5 years up to 8 years c) More than 8 years up to 12 years d) More than 12 years up to 16 years e) More than 16 years Total for Score of serial No 1 (max marks)	0 5 10 15 20	20
2	Maximum value (Project Cost) of any single project handled, a) Less than Rs. 8.50 Lakhs b) From Rs. 8.50 up to Rs. 15.00 Lakhs c) More than Rs. 15.00 Lakhs and up to Rs. 25.00 Lakhs d) More than Rs. 25.00 Lakhs and up to Rs.30.00 Lakhs e) More than Rs. 30.00 Lakhs (This parameter is linked with annual turnover to be submitted) Total for Score of serial No 2 (max marks)	0 05 10 20 25	25
3	Certificate from Chartered Accountant for average annual turnover of the applicant for the last three years a) Less than Rs. 6.10 Lakhs a) From Rs. 6.10 Lakhs up to Rs. 10.00 Lakhs b) More than Rs. 10.00 lakhs up to Rs. 20.00 Lakhs c) More than Rs. 20.00 lakhs and above Total for Score of serial No 3 (max marks)	0 5 8 10	10
4	Nos. of Senior Engineer having qualification of B. Tech/ B.Arch. and Junior Engineer in the payroll of the Firm/LLP/Company a) No Engineer b) Only one Junior Engineer c) At Least 1 Senior Engineer & 1 Junior Engineer Total for Score of serial No 4 (max marks)	0 2 5	5
5	The firm possessing valid Contractor / Engineer / Architect / Interior Designer license from Nagpur/Local Municipal Corporation. a) If No b) If Yes Total for Score of serial No 5 (max marks)	0 10	10
6	Value/Limit of the solvency certificate (Issued by the Bank Not Prior to March, 2022). a) Value/Limit Less than Rs. 8.50 Lakhs	0	



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S. No	Description	Weightage	Total
	b) Value/Limit more than Rs. 8.50 Lakhs up to Rs. 10.00 Lakhs c) Value/Limit more than Rs. 10.00 Lakhs up to Rs. 15.00 Lakhs c) Value/Limit more than Rs. 15.00 Lakhs up to Rs. 20.00 Lakhs d) Value/Limit more than Rs. 20.00 Lakhs Total for Score of serial No 6 (max marks)	5 10 15 20	20
7	Having Local Office at Nagpur a) Head/Registered Office at Nagpur b) Branch Office at Nagpur c) No Office at Nagpur Total for Score of serial No 7 (max marks)	10 5 0	10

Note:

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

Qualifying Marks:

The Bidder securing qualifying marks of 60 marks out of 100 marks as fixed for qualification in "Technical Evaluation" will be considered eligible for considering the price bid.

EVALUTION OF PRICE BIDS

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



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AWARD OF CONTRACT

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

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

Validity period of Bid and Agreement:

(i) 90 days shall be the validity period of bid from the date of opening of the Price Bid.

(ii) 9 Months shall be the validity period of agreement from the date of concluding agreement.

On award of the contract, the firm is expected to take up/commence the assignment within three days of time.

Place:

Signature of the applicant(s) with seal

Date:



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"PROPOSED RENOVATION & REPAIRS FOR "ICMAI BHAWAN", NAGPUR CHAPTER AT 243/3," CMA BHAWAN", LAXMI NAGAR, NAGPUR – 440022.

FORMAT OF AGREEMENT

(To be executed on requisite value of Stamp Paper)

THIS AGREEMENT made on day of (month/year) between, The Institute of Cost Accountants of India, Head Quarters, CMA Bhawan, Nagpur, of the one part and (Name and Address of the Contractor) (hereinafter called "the Contractor") of the other part.

WHEREAS the Institute of Cost Accountants of India, Nagpur desirous to get for **"RENOVATION & REPAIRS FOR "ICMAI BHAWAN", NAGPUR CHAPTER AT 243/3,"CMA BHAWAN", LAXMI NAGAR, NAGPUR - 440022."** should be executed by the Contractor viz. Contract No. ----- (hereinafter called "the Works") and has accepted a bid by the Contractor for the execution and completion of such works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - (a) Notice Inviting Tender
 - (b) Letter of Acceptance of Tender
 - (c) General and Special Conditions of Contract
 - (d) Technical Requirements and Specifications
 - (e) Structural Specifications
 - (f) Forms of Bids
 - (g) Schedule of Quantities
3. In consideration of the payments to be made by the Institute of Cost Accountants of India, Nagpur to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Institute of Cost Accountants of India, Nagpur to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Institute of Cost Accountants of India, Nagpur hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



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IN WITNESS whereof the parties hereto have caused this Agreement executed the day and year first before written.

(Name, Designation and Address (Name, Designation and Address
of the Authorized Signatory) of the Authorized Signatory)

Signed for and on behalf of the Contractor Signed for and on behalf of the
Institute of Cost Accountants of India, Nagpur Chapter

In the presence of: In the presence of:

Witness: Witness:

1. 1.

2. 2.



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CHECK LIST

Name of the Applicant	
Name of Work	

Annexures:

Ö Tick the column under the head 'submitted'. Please strike out the items which are not applicable.

Sl. No.	Particulars	Submitted	For office use only	
			Checked	Verified
1	Application Form			
2	Copy of Registration of Company/ Memorandum of Articles/ Association of Articles/ Partnership Deed			
3	Solvency Certificate as per the format enclosed in ANNEXURE			
4	Institute Credit sanction letter			
5	I.T. Registration and Assessment order			
6	GST Registration and Assessment Order			
7	Copies of Mandatory Registration Certificate with EPF, ESI and Labour Commissioner			
8	Balance Sheet and Profit & Loss Account for the last 3 years.			
9	Copies of Empanelment and registration details with other Dep't/Organization			
10	Work Completion Certificates,			
11	Photographs of completed works			
12	Signature in Applications and Annexure I; II; III and IV.			
13	Annexure I			
14	Annexure II			
15	Annexure III			
16	Annexure IV			
17	Annexure A			
18	Annexure B			
19	Annexure C			
20	Annexure D			
21	Annexure E			
22	Annexure F			
23	Annexure G			
24	Annexure H			
25	Annexure I			
26	Annexure J			
27	Annexure K			
28	Annexure M			
29	Annexure N			



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PRICE BID

SCHEDULE OF QUANTITIES

Name of work: "PROPOSED RENOVATION & REPAIRS FOR "ICMAI BHAWAN", NAGPUR CHAPTER AT
243/3," CMA BHAWAN", LAXMI NAGAR, NAGPUR - 440022

Location: Nagpur

Rates & Amounts are to be written in both figure and in words. If there is a difference in figure and word, then amount written in word should be treated as correct. Rate should be quoted for each item separately and if the rate is not quoted for any item, successful contractor should execute the work free of cost, please note.

Area under scope 9525.00 Sq. ft						
Sr. No	Particular	Description	QTY.	unit	Rate	Amount
1	Waterproofing	HEATBLAZER application with Thermal Insulating Elastomeric material with Waterproofing Coating at terrace. (Weather blazer India Chemicals)	3,125.00	Sq. ft.		
		Strengthening of existing hollow IPS with polymer injection grouting. (Weather blazer India Chemicals)	150.00	Nos.		
		Surface preparation with chipping and joints/cracks filling on terrace. (Weather blazer India Chemicals)	1.00	Lum sum		
2	Painting	Inner painting with Royale paint on one coat of primer & two coat Putty with two coat of Royale paint. (Asian Paints/Dulux or Equivalent make)	30,140.00	Sq. ft.		
		Outer paint after brushing the fungus, primer coat & two coat of Ultim CI Protect (10 years warranty paint with desired colour.) Asian Paints/Dulux or Equivalent make	22,634.00	Sq. ft.		
		Enamel paint on MS members with primer & two coat of selected shade. (Asian Paints/Dulux or Equivalent make)	4,700.00	Sq. ft.		
3	Civil Repairing	Miscellaneous Civil repairing work needed for Slab patches, chhajjas, etc. Patch size approximately 2.00 Sq. ft. each. Scaffolding Included.	7.00	no's		
4	Front shed	Replacing polycarbonate sheets with Off white coloured coated profile sheets. Including fixing Charges & scaffolding needed if any.	492.00	Sq. ft.		
Sub – Total Rs.						
Add GST @ _____%						
Total Amount Rs.						

Total Value of the work (in words): _____



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Declaration:

We /our Company understood the requirements involved. We agree to all the terms and conditions as indicated in this EOI/Tender Notice. We are not debarred by any of the departments of the Institute.

I/We, agree that this Tender will remain valid for acceptance for a period of 90 (ninety) days from the date of opening of tenders.

Please Note: - The above-mentioned quantities are tentative. The payment will be made as per the actual quantity to be executed after completion of the said work.

Place:

Signature of the applicant(s) with seal

Date: