



THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA(ICAI)

BIDDING DOCUMENT FOR

SECONDARY FIRE EXIT WORK AT ICAI BHAWAN, SURAT)

TECHNICAL BID (PART I)

CONSULTANTS:

ADI Sharma Construction (ASCONS) Private Ltd.

INDEX

SECTION	DESCRIPTION	PAGE NO.
TECHNICAL BID (PART -I)		
I	Request for Proposal	3 – 8
II	Checklist to be submitted by Bidder	9
III	General Terms & Conditions	10 – 13
IV	Bid Forms	14 – 26
V	List of Approved Makes	27 – 28
VI	Article of Agreement	29 - 41
FINANCIAL BID (PART - II)		
VII	BOQ	43 – 46

SECTION I – REQUEST FOR PROPOSAL

Bid Ref. no. **ICAI/SURAT/2024/A1**

The Institute of Chartered Accountants of India (ICAI) invites sealed unconditional bids in two bid system (Technical Bid and Price Bid) from eligible, experienced and reputed Contractor in respect of proposed Secondary Fire Exit Work at ICAI Bhawan, B/h. VR Mall, Dumas Road, Rundh-Magdalla, Surat - 395007 The duly filled in bids shall be received at ICAI Bhawan, Surat only.

A complete set of Bid Documents along with detailed terms and conditions can either be obtained from the Surat Branch on any working day between 10:00 a.m. to 05:30 p.m. or the same may be downloaded from ICAI website www.icai.org/post/icai-eoi-tenders; www.wirc-icai.org & www.surat-icai.org and submit the Bid Document along with Tender cost & EMD in the form of Demand Draft in favour of "The Secretary, The Institute of Chartered Accountants of India" payable at New Delhi. The last date of receipt of duly filled in bids is 20.04.2024 up to 5.00 pm.

S. NO.	Name of Work	Estimated Cost Put to Bid (Rs.)	Tender Fee (Rs.) (Non-refundable)	Earnest Money Deposit (Rs.)	Time of Completion inclusive of rainy periods and holidays (Days)
1	Secondary Fire Exit Work at ICAI Bhawan, B/h. VR Mall, Dumas Road, Rundh-Magdalla, Surat - 395007	23,70,000/- (Incl. GST)	Rs. 1,180/- (Incl. GST)	Rs. 50,000/-	60 Days

RELEVANT INFORMATION AT A GLANCE

BID REF. NO.	ICAI/SURAT/2024/A1
NAME OF WORK	SECONDARY FIRE EXIT WORK
ESTIMATED COST	Rs. 23,70,000/- (INCL. GST)
TYPE OF BID	CONTRACT
CLIENT/ OWNER	The Institute of Chartered Accountants of India
LOCATION OF WORK	SURAT
COST OF BID DOCUMENT	(Non-refundable) Rs. 1180/- (Incl. GST) in the form of Demand Draft favoring "Secretary, The Institute of Chartered Accountants of India" payable at New Delhi".
EARNEST MONEY	Rs. 50,000/- in the form of Demand Draft favoring "The Secretary, The Institute of Chartered Accountants of India" payable at New Delhi"

RETENTION MONEY DEPOSIT	10 % of Contract Value, to be deducted from each RA bill. 50% of the Retention Money shall be released along with final bill and balance 50% shall be released after completion of 'Defect Liability Period'. No interest shall be payable by ICAI on this amount.
PERFORMANCE GUARANTEE	05% of the accepted Contract Value to be deposited before start of the work.
LAST DATE AND TIME OF RECEIPT OF BIDS	20-04-2024 up to 05:00 PM.
PLACE OF SUBMISSION OF BIDS	ICAI Bhawan, B/h. VR Mall, Dumas Road, Rundh – Magdalla, Surat – 395007.
PRE – BID MEETING	15-04-2024 AT 04.00 PM at ICAI Bhawan, B/h. VR Mall, Dumas Road, Rundh - Magdalla, Surat 395007
DATE, TIME AND PLACE OF OPENING OF ENVELOPE NO.1 (TECHNICAL BID)	22-04-2024 At 05.00 PM At ICAI Bhawan, B/h. VR Mall, Dumas Road, Rundh - Magdalla, Surat – 395007.
BID VALIDITY PERIOD	The offer of the Contractor shall remain valid for a period of minimum 90 days from the last date of submission of Bids and thereafter until it is withdrawn by the Contractor. The Bid security accompanying the bid shall be valid for 90 days beyond the bid validity period.
WORK DURATION	60 DAYS
CONTACT PERSON (For Bidding Related Queries)	Mr. Murtuza Ujjainwala (+91 99981 99336) Branch In-charge – ICAI Bhawan, Surat Branch
CONTACT PERSON (For Site Visit Queries)	Mr. Murtuza Ujjainwala (+91 99981 99336) Branch In-charge – ICAI Bhawan, Surat Branch

ICAI at its sole discretion and without assigning any reason thereof reserves the right to accept and/or reject any or all bids at any stage. Further, ICAI does not bind itself to accept the lowest bid and also reserves the right to award the entire work or part thereof to any one or more Bidders at its sole discretion without assigning any reason thereof.

Secretary, ICAI

The eligibility criteria mentioned as below:

1. Contractors who fulfil the following conditions shall be eligible to apply. Joint ventures are not accepted. Experience of having successfully completed works during the last 5 financial years ending on 31st March 2023:
 - a). **Three similar works** each costing not less than the amount equal to **Rs. 10,00,000/-**.
 - b). **Two similar works** each costing not less than the amount equal to **Rs. 15,00,000/-**.
 - c). **One similar works** each costing not less than the amount equal to **Rs. 20,00,000/-**.
2. **Turnover Criteria:** Should have Minimum average annual financial turnover of **Rs 80 Lakhs** during the last three consecutive years ending on 31st March 2023. CA Certified Financial Turnover of last 3 years should also be attached ending on 31st March, 2023.
3. **Profit/loss:** The Bidder should not have incurred any loss for more than two years during the immediate last five consecutive financial years ending on 31st March, 2023. The Audited balance sheets for last five years is to be provided.
4. **Solvency Certificate:** Solvency certificate from Bankers/Auditor for an amount which is more than or equal to 40% of the estimated cost of the work.
5. In addition to the above, the following information/documents should also be submitted along with the bid by the Bidders for evaluation/determination of their eligibility:
 - i. Copy of Income Tax Returns for previous three (3) years in original or certified truecopies,
 - ii. Copy of Permanent Account Number (PAN) for income tax purpose.
 - iii. Copy of TDS certificate issued by the clients to substantiate the claim for the value of works executed in the private sector.
 - iv. The Bidder/Contractor should preferably be registered with, MES/CPWD/any other Central/State government agency, if any. Accordingly, Certificate as a registered Contractor with the, MES/CPWD/any other central/state government agency, if any.
 - v. Documentary evidence of having independent PF Code number from Regional Provident Fund Commissioner.
 - vi. GST Registration certificate.
 - vii. ESI Registration
 - viii. Certificate of incorporation of the firm (Company Act/ Partnership/LLP etc.)
 - ix. Power of attorney in favor of partner submitting the Bid, in case of partnership firm/LLP.
 - x. Resolution of Board of Directors of the Company, signed by MD/ Director/ Key Managerial Person/ Officer submitting the tender in case of the company).
 - xi. The contractor shall submit address, phone no. and name of contact person fulfilling the above qualifying works.
 - xii. Any other relevant documents, if any.
6. The intending bidder must follow the CPWD Technical Specification. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
7. Information and Instructions for bidders posted on website shall form an integral part of bid document.

8. **EARNEST MONEY DEPOSIT (EMD):**

- EMD of **Rs. 50,000/-** in the form of Demand Draft should be drawn in favour of The Secretary, The Institute of Chartered Accountant of India payable at New Delhi to be included in Envelope no. 1 (Technical bid) only. No FDR is permitted.
- EMD is to be submitted by all bidders without any exception.
- Any Bid not accompanied by an Earnest Money Deposit shall be rejected by ICAI as non-responsive.
- EMD is to be submitted by all bidders irrespective of their status/ registration as MSME.
- The amount of EMD will be refunded to the unsuccessful bidders without interest within 30 days of award of work to the successful bidder.
- If Successful bidder does not execute the agreement within 10 days from receipt of the communication of the award of the contract from ICAI, his earnest money deposit shall be forfeited by ICAI.
- No interest would be paid by ICAI on Earnest Money Deposit/ Performance Deposit. The EMD may be forfeited if the Bidder withdraws/revokes/ modifies his bid during the period of bid validity.
- EMD shall be released after completion of Defect Liability Period.
- The EMD may be forfeited if:
 - a. The tenderer unilaterally modifies its application price at any time after submission of Bid and after being declared as successful bidder.
 - b. The tenderer withdraws its/ his offer during the tender validity period or non-acceptance of Letter of Intent/ work order by the successful Bidder.
 - c. The tenderer fails to furnish performance guarantee/ performance security/ security deposit within 10 days from the issuance of award of the work/ Letter of Intent/ Work Order.
 - d. The Successful bidder refuses/fails to commence the work within the stipulated time.
 - e. The successful bidder refuses/ fails to execute the agreement or furnish the Performance Security/Guarantee.
 - f. The Bidder founds to be indulged in Canvassing, Fraud, Corruption, Misrepresentation, Mal Practices etc. in any form in connection with the tender.
 - g. The Bidder founds to be suppressing the information or furnishing wrong or incomplete information.
 - h. The Bidder fails to keep all the information/ details /drawings /material specification confidential and fails to maintain secrecy.
 - i. The successful bidder fails to honour or refuses to comply with or modifies any or all terms and conditions of the RFP/ tender.
 - j. The successful bidder fails to handover the Insurance Policy in original to ICAI within 10 days from the date of Letter of Intent/ Work Order.
 - k. If the successful bidder places any additional condition or request to change any of the terms and conditions of the Tender document subsequent to declaration of L-1 bidder at the time of accepting Letter of Intent/Work order or thereafter at any stage.

9. **PERFORMANCE GUARANTEE:**

- Within 10 days of the receipt of the communication of the award of the contract from ICAI, the successful Tenderer shall have to furnish Performance Security Deposit (5% of the contract amount, to be submitted before signing agreement) in favor of "The Secretary, The Institute of Chartered Accountants of India" payable at New Delhi, in the form of a Bank Guarantee issued

by a Nationalized/Scheduled Bank, and complete the Contract documents, failing to do so, his earnest money will be forfeited. The Bank Guarantee shall be valid for the entire period of the contract including defect liability period plus Ninety days. The Validity of the Bank Guarantee should be suitably extended in the event of extension of time of the contract.

- No interest shall be paid on the Performance Security Deposit.

The compensation for any loss resulting from the contractor's failure to complete his Obligation under this contract shall be payable to ICAI out of Performance Security Deposit.

- This Performance Security Deposit shall be refunded after the completion of defect liability period including claim period prescribed for this Contract in accordance with the provisions in the Contract.

10. **BID VALIDITY PERIOD:**

- The offer of the Contractor shall remain valid for a period of minimum 90 days from the date of opening of Bid and thereafter until it is withdrawn by the Contractor. The Bid security accompanying the bid shall be valid for 90 days beyond the bid validity period.

11. **DEFECT LIABILITY PERIOD:**

- 12 Months which will be counted from the date of virtual completion of work or two months from the date of latest rectification of work, whichever is later.
- No Mobilization advance against the work shall be provided.

12. **RETENTION MONEY:**

- 10% of Contract Value to be deducted from each RA bill. 50% of the Retention Money shall be released along with final bill and balance 50% shall be released after completion of 'Defect Liability Period'. No interest shall be payable by ICAI on this amount. Alternately, Contractor can submit BG for equivalent amount before payment of 1st RA bill.

13. The ICAI reserves the right to reject any prospective application without assigning any reason.

14. Canvassing in any form in connection with the Bid is strictly prohibited and the Bid submitted by the Bidder which resorts to canvassing is liable to be rejected.

15. The price bid of only technically qualified bidders/contractors will be opened.

16. The sealed Technical Bid (in Envelop 1) and Financial Bid (in Envelop 2) shall be again put together in one common cover and sealed. This sealed cover shall be marked on left hand top corner as "RE-TENDER FOR SECONDARY FIRE EXIT WORK AT ICAI BHAWAN, B/H. VR MALL, DUMAS ROAD, RUNDH-MAGDALLA, SURAT – 395 007" Along with Tender Ref No. ICAI/SURAT/2023/A1

17. The full name and address of the Bidders/ name of the authorized person delivering the sealed cover containing the Bids shall be written on the bottom left-hand corner. The sealed envelopes marked as above, shall be enclosed in another cover properly addressed and shall be sent by Registered Post

/ Speed Post or by Courier or to be dropped in designated tender box kept at ICAI Bhawan, B/H. VR Mall, Dumas Road, Rundh - Magdalla, Surat – 395 007. The date and time of receipt of envelope containing tender shall strictly apply in all cases. The Bidders should ensure that their tender is received by ICAI, before the expiry of date and time. No delays on account of any cause will be entertained for the late receipt of tender. Bids received later than the specified deadline for submission of the bids as prescribed in relevant clauses shall be treated as non-responsive. The bids shall not be accepted through Fax or Email.

18. The Bidder shall sign and put seal of his firm on each page on 'Technical Bid' and 'Price Bid' while submitting the bids. Further details can be seen at: <https://www.icai.org/post/icai-eoi-Bids>; www.wirc-icai.org & www.surat-icai.org
19. The Bidder shall pay Tender fees of Rs 1000/- + GST paid through Demand Draft drawn in favour of "The Secretary, The Institute of Chartered Accountants of India", payable at New Delhi.

Section II - CHECK LIST TO BE SUBMITTED BY BIDDER ALONG WITH THEIR BID

SL. NO.	ITEM	SUBMITTED (YES/ NO)	PAGE NO.
1	Earnest Money Deposit submitted (Bid Security)		
2	Certificate of incorporation of the firm(Company Act/ Partnership/LLP etc.)		
3	Registration certificate of GST		
4	PF Registration Certificate		
5	Registration certificate of ESIC		
6	PAN Card		
7	Profit & Loss statement, Balance sheet for last three financial years including audit report.		
8	Power of attorney as applicable		
9	Resolution of Board of Directors of the Company, if bid is signed by MD/ Director/ Key Managerial Person/ Officer of the company)		
10	Bid Form along with Appendix duly signed and sealed, on the letter head of Bidder.		
11	Solvency certificate for current year		
12	Certificate as a registered Contractor with the MES/CPWD/any other central/state government agency, if any		
13	Original bidding document including drawings and all other documents duly signed & sealed		
14	Intimation and declaration with respect to the names of persons who are working with the bidder in any capacity or are subsequently employed by him and who are relatives to any person associated with the ICAI in any manner whatsoever		
15	Form A – Financial Information with supporting document		
16	Form B - Form of Bankers Certificate from a Scheduled Bank.		
17	Form C - Details of all similar works completed during the last five years in same name and style. Certificate of completion of works from clients to be attached along with contact person of the qualifying work fulfilling the above.		
18	Form D - Project under execution in the same name and style. Copy of work orders to be attached.		
19	Form E - Performance Report of work referred to in Forms C and D		
20	Form F - Structure & Organization		
21	Form G - Details of Technical & Administrative Personnel to be employed for the work.		
22	Form H - Details of construction plant and equipment likely to be used in carrying out the work		
23	Form I - Details of Statement of Arbitration & Disputes		

Section III- General Terms & Conditions

1. The successful bidder shall be required to deposit a Performance **Security** Deposit equivalent to 5% of contract value through Demand Draft only in favour of **The Secretary, The Institute of Chartered Accountants of India** payable at New Delhi in the form of BG issued by a nationalized/ scheduled bank strictly in the standard format given by ICAI. This Performance security deposit will be released after successful completion of defect liability period of Twelve months including claim period from the date of successful completion of entire work under the agreement. During this period, any defects observed in the work will have to be made good/defective material replaced without any extra charges. No interest will be paid on this withheld performance security deposit.
2. The quantities mentioned in the attached sheet are approximate and can vary on either side up to any extent. No extra rate/amount shall be paid on this account.
3. It is an item rate contract and no part of the work at any stage will be treated as lump-sum or percentage-basis.
4. Work shall be carried out as per Indian standards /CPWD specifications and as per the direction and instruction of the Consultant/Engineer-in-charge. All constructions materials must conform to relevant ISS.
5. No materials will be issued by ICAI. The contractor shall have to arrange all the materials required for the work.
6. The contractor shall be required at his own cost to get necessary tests carried out on materials/work from an approved laboratory as per the direction of the Consultant/Engineer-in-charge, if required.
7. The rates quoted by the contractor should be firm and should include all the GST, taxes, duties and all incidental charges such as transportation, loading/unloading, octroi and royalty etc.
8. All the tools and tackles required for the works, will have to be arranged by the contractor.
9. Storage space for tools and tackles will have to be arranged by contractor. Safe storage of same would-be contractor's responsibility.
10. Any material brought at the site should be approved by the Consultant/Engineer-in-charge before its use in the work. Defective material/rejected material shall be taken out/removed from the site within 24 hours from the date of instructions.
11. Running payment to the contractor will be made based on the work certified by Consultant/ Engineer-in-charge. All the running bills to be treated as advance payment which will finally be adjusted/settled in the final bill.
12. Extra items, if any, then their rates will be computed based on the Analysis of Rates as provided in CPWD, Analysis of Rates (Latest edition). Contractor should not execute any extra item until confirmed by the Consultant/Engineer-in-charge.
13. In case of delay in completion of the work on the part of the contractor, a penalty @ 0.5% of the total contract value per week shall be imposed which will be limited to

maximum 10% of the contract value.

14. In case of failure of the contractor to adhere to the schedule or delay in the work or use of rejected/un-approved materials, ICAI reserves the right to get the job done through any other agency at the risk, cost and responsibility of the contractor. In such case, the actual cost + 15% towards overhead charges will be recovered from the dues of the contractor.
15. The contractor shall make his own arrangement for water suitable for construction and nothing extra shall be payable on this account. The water, if supplied by ICAI, will be made available at one point. Construction agency will have to make their own arrangement for its further tapping. Water charge @ 0.5% shall be recovered from the gross amount of work done from each bill. " In case of meter getting faulty, Electricity charges @ 1% shall be recovered from each RA bills".
16. The CONTRACTOR shall secure CONTRACTOR'S ALL RISK POLICY for the full contract value, Third Party Insurance and other Insurance policies as mentioned elsewhere, to cover any loss or damage to any person within the site premises and to works of other persons caused either by his own men, or his subcontractors or persons/machinery T & P deployed by him directly/indirectly. The CONTRACTOR shall keep in force all such policies at his own cost up to the expiry of the Defect Liability Period.

(i) Contractor's All Risk Insurance Policy to inter alia cover the following:

a) Contract Price plus 10% for the period of completion of the works + defect liability period.

b) Civil commotion, riots, war, earth quake, terrorist attack and other disturbances.

c) All Plant and machinery owned by the Contractor for the project.

d) Damage insurance against loss or damage by fire or any other disaster to the works during construction until its completion.

e) Workmen Compensation Policy to be taken by contractor. Third Party Insurance Policy, any other insurance policy not referred above but mandatory to indemnify ICAI against all types of losses.

Beneficiary: The CONTRACTOR (for the insurance policy taken by him)

Period: The period covered under insurance shall be completion period as extended time plus 12 months of Defects Liability Period Third party liability: The insurance shall cover all third-party Liability.

Employees cover: The insurance shall cover all risks to the employees of CONTRACTOR. The original policy shall be handed over to EMPLOYER within 10 days from the date of Letter of Intent/ Work Order. Failing of above, EMPLOYER will arrange such insurance policy and recover the proportionate premium amount from the first RA bill.

17. A site-order book shall be kept at the site of the work. As far as possible, all orders, regarding the work are to be entered in this book. All entries shall be signed by the Consultant/Engineer-in-charge, his authorized subordinate-in-charge of the work, Senior officers of ICAI and the contractor or his authorized representative. In some of the important cases, the Consultant/ Engineer-in- charge will counter sign the entries, which

have been made.

18. Contractor will have to follow all labour laws as applicable on such type of the work including Third party insurance, Workman's compensation act, TDS and other taxes will be applicable, as per rules.
19. The contractor shall furnish one certified copy of the contract document together with the drawing as may be forming part of the Bid papers. None of these documents shall be used for any purpose other than that of this contract.
20. The work to be carried out under the contract shall include all labour, materials, tools, plants, equipment and transport, which may be required for completion of the work and its execution.
21. The Request for Proposal shall form an integral part of the contract-document. The successful contractor on acceptance of his Bid by the ICAI shall within 10 days from the stipulated date of start of the work, sign the contract together with any correspondence leading thereto.
22. The time allowed for execution of the works mentioned in RFP, or the extended time, if any, in accordance with these conditions, shall be the essence of the contract. If the contractor commits default in commencing the execution of the work as aforesaid, ICAI shall without prejudice to any other right remedy available in law, be at liberty to forfeit the earnest money/security deposit/performance bank guarantee absolutely.
23. Pending consideration of extension of date of completion if any, interim payments shall continue to be made, as herein provided, without prejudice to the right of ICAI to take action of work, if the extension of date of completion is granted by the ICAI.
24. The contractor shall take all precautions to avoid all accidents by exhibiting caution boards day and night, red flags and providing barriers etc. He shall also ensure that no hindrance is caused to traffic/thorough fare during the execution of the work.
25. The contractor shall be responsible for completing the work and for satisfying all terms and conditions of the contract, without any extra payment over his quoted rates unless otherwise specified.
26. The contractor shall maintain in perfect condition all portions executed till the completion of the entire work allotted to him. The contractor shall also be responsible for protection of the entire work, until the same is physically handed over to ICAI.
27. The contractor shall provide all necessary superintendence/technical staff during execution of the work and as long thereafter as may be necessary for proper fulfilling of the obligations under the contractor.
28. The contractor shall in connection with the work provide & maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the Consultant/Engineer-in-charge, for the protection of works, or for the safety and convenience of the public or others.
29. On the completion of the works, the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site & work clean & in a workmanlike condition to the satisfaction of the Engineer. Nothing extra shall be paid on this account.

30. The Successful Contractor will have to sign an `Agreement' on non-judicial stamp paper of required amount within 10 days of issuance of Letter of Intent.
31. No Labour would be allowed to stay within the ICAI Premises
32. Cement should be stored in covered store with pucca floor taking all storing precautions and as instructed by Consultant/Engineer-in-charge.
33. Bill of Quantity is attached with this RFP, Rate should be filled both in figures as well as in words. In case of different in rates filled in figures and word, rates mentioned in words shall prevail.
34. The Bidders are advised to visit Surat Branch, to get familiar with the site conditions and work area, on any working day and get in touch with Caretaker, Surat Branch, ICAI Bhawan for further clarification, if any.
35. The Bidders are required to note that this is a running office & the work will have to be carried out in co-ordination and instruction of the caretaker, Surat Branch. Also, there may be certain restrictions in movement of labour / stacking of material etc. Hence, the bidders may take these into account before quoting their rates/prices.
36. If the contractor fails to quote rate for any particular item in the Bid, the rate for that particular item will be treated as zero and contractor shall be liable to execute that item at zero rate, for a quantity limited up to the quantity given in the tender.

Section IV- BID FORM/ ACCEPTANCE OF BID CONDITIONS

(To be submitted in ORIGINAL on the letter head of the company/ firm)

To,
The Chairman,
The Institute of Chartered Accountants of India ICAI Bhawan, B/h. VR Mall,
Dumas Road, Rundh – Magdalla, Surat - 395007

Dear Sir,

We do hereby submit our Bid for the execution of the work specified in the underwritten memorandum within the time specified at the rates therein and in accordance with & in all respects as per the specifications, drawings, designs and instructions supplied by you, which We have read very carefully.

1. MEMORANDUM:

Secondary Fire Exit Work at The Institute of Chartered Accountants of India, ICAI Bhawan, B/H. Vr Mall, Dumas Road, Rundh-Magdalla, Surat – 395 007.

We do hereby distinctly and expressly declare and acknowledge before the submission of our Bid, we have carefully followed the instructions and read the specifications and the schedule of quantities, examined the drawings and clearly understood all the conditions of the Bid. We have also seen the location where the said work is to be done and made such investigations of the work required to enable us to complete the work successfully.

This Bid shall be accepted in whole or in part, we hereby agree to abide by and fulfil all the terms and conditions annexed hereto.

We also agree to furnish the required deposits in the form and shape as stipulated in Bid documents. We agree to keep the offer open for 90 days from the last date of submission of financial bid.

I/We accept that the Institute is not bound to accept the lowest Bid or bound to assign any reason for rejecting my/our Bid.

Please find attached herewith Demand Draft/ Bank Guarantee No. _____ dated _____ Drawn on _____ (Bank) for Rs. _____ /- in favour of 'The Secretary, The Institute of Chartered Accountants of India, payable at New Delhi against the Earnest Money Deposit.

Please also find attached herewith Demand Draft No. _____ dated _____ drawn on _____ (Bank) for Rs. _____ /- in favour of "The Secretary, The Institute of Chartered Accountants of India", payable at New Delhi against Tender Fee.

Please also find attached my / our last audited balance sheet, company profile deed and solvency certificate including work contract registration as requested.

We understand and accept the Payment Terms as stipulated in the RFP and General Terms & Conditions of Bid documents.

Yours faithfully,

Name of the authorized representative of firm

company Signature of authorized representative of firm / company

Seal of firm/company Date: - .

II. APPENDIX TO THE FORM OF BID

SI No.	Clause No.	Brief Description of Clause
1.	Name of Work	Secondary Fire Exit, for The Institute of Chartered Accountants of India at Surat Branch
2.	Cost of Bid Document	Non-Refundable Rs. 1180/- (Incl. GST)
3.	Earnest Money Deposit	In the form of Demand Draft for an amount of Rs. 50,000/-
4.	Validity of the BID	90 days
5.	Commencement of work	Within 10 days from the date of Letter of Intent/ Work Order or handing over of site, whichever is later.
6.	Time of Completion inclusive of holidays & rainy period.	60 Days from the 10th day from date of issuance of LOI.
7.	Signing of Contract Agreement	Within 10 days of issue of Letter of Intent/ Work Order
8.	Performance Security Deposit	5% of the contract amount (to be submitted before signing agreement) in the form of Bank Guarantee in favor of "The Secretary, The Institute of Chartered Accountants of India" payable at New Delhi. The validity of which will be up to Defect Liability Period plus 90 Days.
9.	Release of Performance Security Deposit	Full performance security deposit (i.e., 5%) shall be refunded after successful completion of Defect Liability Period including claim period.
11.	Mobilization Advance	Nil
12.	Retention Money	10% of Contract Value to be deducted from each RA bill. Alternately, Contractor can submit BG for equivalent amount before payment of 1st RA bill. In case of Bank Guarantee towards Retention Money shall be valid for the entire period of the contract including defect liability period plus Ninety days.
13.	Release of Retention Money	50% of the Retention Money shall be released along with final bill and balance 50% shall be released after completion of 'Defect Liability Period'. No interest shall be payable by ICAI on this amount

14.	Insurance	<p>Contractor's All Risk Insurance Policy to inter alia cover the following:</p> <p>Contract Price plus 10% for the period of completion of the works + defect liability period.</p> <p>Civil commotion, riots, war, earthquake, terrorist attack and other disturbances.</p> <p>All Plant and machinery owned by the Contractor for the project.</p> <p>Damage insurance against loss or damage by fire or any other disaster to the works during construction until its completion.</p>
15.	Workmen Compensation Policy	<p>Workmen Compensation Policy to be taken by contractor.</p> <p>Third Party Insurance Policy</p> <p>Any other insurance policy not referred above but mandatory to indemnify ICAI against all types of losses.</p>
16.	Payment of Running Account Bills	<p>Within 21 (twenty-one) days from the date of submission of bill, if found in order.</p> <p>All bills along with measurements to be checked by PMC/ Consultant. However, if the ICAI feels, they may get it cross-checked.</p>
17.	Final Bill	<p>Contractor to submit the final bill within 30 days of issue of virtual completion certificate. PMC / Consultant to certify in next 30 days. ICAI to release payment in next 30 days.</p>
18.	Taxes and Duties	<p>All Government taxes and duties such as GST, Sales tax, Service Tax, Labour cess or any other applicable tax to be included in the bid price.</p>
19.	Freight, Insurance, Packing, Forwarding, Loading & Unloading	<p>To be included in the bid price.</p>
20.	Quantity Variation	<p>The Quantity mentioned in BOQ can vary up to any extent on either side. Any item can be deleted. Nothing extra shall be paid on this account in the rate quoted.</p>
21.	Escalation	<p>No Escalation shall be payable during the contract period, whatsoever may be the reason.</p>
22.	Electricity & Water	<p>Electricity, drinking water and water for construction to be arranged by CONTRACTOR at his own cost.</p> <p>If provided by ICAI, it will be provided at one point, and further tapping shall be done by contractor at his own cost and will be charged/recovered, for which water @ 0.5% & Electricity @ 1% of each RA Bill value.</p>

23.	Period of Maintenance/Defect Liability Period	12 (twelve) Months from date of issue of completion certificate by Consultant/ PMC.
24.	Liquidation Damages	0.5 % of Contract Value per week of delay, subject to a maximum of 10 % of Contract Value.

If the rates for altered, substituted or additional work are not specifically provided in the Bid, then such rates will be derived from the rates for a similar class of work as specified in the Bid.

If the rates of altered, substituted or additional work cannot be determined in the manner specified above, then the rates of such items of work shall be computed based on the Analysis of Rates as provided in CPWD, Analysis of Rates (latest edition). Water & Electricity charges even if provided in the analysis will not be allowed since same are deemed to be included in the 15% (Fifteen Percent) to be added towards establishment, overheads, water and electricity, POL charges, contingency and CONTRACTOR profit, tool and tackles etc.

If the rates for the altered, substituted or additional work cannot be determined in the manner specified above, then the rates for the same shall be decided based on actual cost to the CONTRACTOR at site including labor (for which CONTRACTOR shall produce sufficient proof) plus 15% towards establishment, overheads, water and electricity, POL charges,

contingency and Contractor's profit, tool and tackles etc. cover profits & overheads of CONTRACTOR.

(Signature of the Authorized person) Designation.....

Date:

Name of the firm:

(Official Seal)

Address:

BID FORMS

TABLE OF CONTENTS

Clause No	Description	Page No.
1. Form A	Financial Information with supporting document	20
2. Form B	Form of Bankers Certificate from a Scheduled Bank.	21
3. Form C	Details of all works of similar Class completed during the last five years ending last day of the month.	22
4. Form D	Project under execution or awarded	22
5. Form E	Performance Report of work referred to in Forms C and D	23
6. Form F	Structure & Organization	23-24
7. Form G	Details of Technical & Administrative Personnel to be Employed for the work.	24
8. Form H	Details of construction plant and equipment likely to be used in carrying out the work.	24-25
9. Form I	Details of Statement of Arbitration & Disputes	26

BID FORMS

FORM 'A' FINANCIAL INFORMATION

Financial Analysis - Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Year	Profit/ Loss	Turnover	Remarks
2018-19			
2019-20			
2020-21			
2021-22			
2022-23			

Financial arrangements for carrying out the proposed work:

Signature of Chartered Accountant with Seal

Signature of Bidder(s)

FORM 'B'
FORM OF BANKERS CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s./Sh. having marginally noted address customer of our bank are/is respectable & can be treated as good for any engagement upto a limit of Rs. (Rupees)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)
For the Bank

NOTE:

- Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to ICAI.
- In case of partnership firm/LLP, certificate should include names of all partners as recorded with the bank.

FORM 'C'
DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE
LAST FIVE YEARS ENDING LAST DAY OF THE MONTH

S. No.	Name of work/project and location	Owner or sponsoring organization	Cost of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/ arbitration cases pending/ in progress with details*	Name and address/ telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

* Indicate gross amount claimed and amount awarded by the Arbitrator.

Signature of Bidder(s)

FORM 'D'
PROJECTS UNDER EXECUTION OR AWARDED

S.No.	Name of work/project and location	Owner or sponsoring organization	Cost of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Slow Progress if any and reasons thereof	Name and address/ telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Certified that the above list of works is complete and no work has been left out and that the information given is correct to my knowledge and belief.

Signature of Bidder(s)

FORM 'E'

PERFORMANCE REPORT OF WORKS REFERRED TO IN FORMS "C" & "D"

1. Name of work/project & location
2. Agreement no.
3. Estimated cost
4. Tendered cost
5. Date of start
6. Date of completion
 - (i) Stipulated date of completion
 - (ii) Actual date of completion
7. Amount of compensation levied for delayed completion, if any
8. Amount of reduced rate items, if any
9. Performance Report
 - (1) Quality of work Very Good/Good/Fair/Poor
 - (2) Financial soundness Very Good/Good/Fair/Poor
 - (3) Technical Proficiency Very Good/Good/Fair/Poor
 - (4) Resourcefulness Very Good/Good/Fair/Poor
 - (5) General Behaviour Very Good/Good/Fair/Poor

Dated:

Executive Engineer or Equivalent

FORM "F"

STRUCTURE & ORGANISATION

1. Name & address of the bidder
2. Telephone no./Telex no./Fax no.
3. Legal status of the bidder (attach copies of original document defining the legal status)
 - (a) An Individual
 - (b) A proprietary firm
 - (c) A firm in partnership
 - (d) A limited company or Corporation
4. Particulars of registration with various Government Bodies (attach attested photocopy)

Organisation/Place of registration

Registration No.

- 1.
- 2.
- 3.
5. Names and titles of Directors & Officers with designation to be concerned with this work.
6. Designation of individuals authorized to act for the organization
7. Was the bidder ever required to suspend construction for a period of more than six months continuously after he commenced the construction? If so, give the name of the project and reasons of suspension of work.
8. Has the bidder, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.
9. Has the bidder, or any constituent partner in case of partnership firm, ever been debarred/black listed for tendering in any organization at any time? If so, give details

10. Has the bidder, or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.
11. In which field of Civil Engineering construction the bidder has specialization and interest?
12. Any other information considered necessary but not included above.

Signature of Bidder(s)

FORM 'G'

DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK

S.No.	Designation	Total number	Number available for this work	Name	Qualifications	Professional experience and details of work carried out	How these would be involved in this work	Remarks
1	2	3	4	5	6	7	8	9

Signature of Bidder(s)

FORM 'H'

DETAILS OF CONSTRUCTION PLANT AND EQUIPMENT LIKELY TO BE USED IN CARRYING OUT THE WORK

S.No.	Name of equipment	Nos.	Capacity or type	Age	Condition	Ownership status			Current location	Remarks
						Presently owned	Leased	To be purchased		
1	2	3	4	5	6	7	8	9	10	11
Earth moving equipment 1.Excavators (various sizes) Equipment for hoisting & lifting 1.Tower 2.Builder's hoist Equipment for concrete work 1.Concrete batching plant 2.Concrete pump 3.Concrete transit mixer 4.Concrete mixer (diesel) 5.Concrete mixer (electrical) 6. Needle vibrator (electrical)										

S.No.	Name of equipment	Nos.	Capa- city or type	Age	Condition	Ownership status			Current location	Remarks
						Prese- ntly owned	Leased	To be purch- ased		
1	2	3	4	5	6	7	8	9	10	11
7.	Needle vibrator (petrol)									
8.	Table vibrator (elect./ petrol)									
	Equipment for building work									
1.	Block making machine									
2.	Bar bending machine									
3.	Bar cutting machine									
4.	Wood thickness planer									
5.	Drilling machine									
6.	Circular saw machine									
7.	Welding generators									
8.	Welding transformer									
9.	Cube testing machines									
10.	M.S. Pipes									
11.	Steel shuttering									
12.	Steel scaffolding									
13.	Grinding/polishing machines									
	Equipment for road work									
1.	Road rollers									
2.	Bitumen paver									
3.	Hot mix plant									
4.	Spreaders									
5.	Earth rammers									
6.	Vibratory road rollers									
	Equipment for transportation									
1.	Tippers									
2.	Trucks									
	Pneumatic equipment									
1.	Air compressor (diesel)									
	De-watering equipment									
1.	Pump (diesel)									
2.	Pump (electric)									
	Power equipment									
1.	Diesel generators									
	(Any other plant/equipment)									

Signature of Bidder(s)

III. FORM "I"

Statement of Arbitration and Disputes

S.No.	Name of work /project location	Name and address/ telephone number of officer to whom reference may be made	Name of client	Cost of work in lakhs	Nature of dispute	Award of Arbitration	Remarks

Signature of Bidder(s)

SECTION V - LIST OF APPROVED MAKES FOR CIVIL REPAIR WORKS		
S. NO.	Details of Materials/ Equipment	Manufacturer's Name
	CONCRETE	
1	Concrete Admixtures	Fosroc Sika BASF
2	Cementitious non shrink	Fosroc Sika CICO
3	Grey Cement (OPC) Grade 43/53	Ambuja ACC JK/Birla/Shree Cement or Equivalent Approved
4	Integral Water Proofing Compound	Fosroc Sika Dr. Fixit
5	Reinforcement Steel	TATA SAIL VIZAG
6	Structural Fabrication MS steel Like, I beam Channel, Angle, ETC.	JINDAL TATA AMNS/ESSAR SAIL BALBIR
7	Fire Door	Door Should be Certified as per CBRI Norms, Make, Shakti Met /MPP (section, fitting & door closer should be as per specification mentioned)
7	Anti-Termite Treatment Buildings	Dusban TC Chlorpyr-ifostc
8	SBR Latex	Fosroc BASF ROUF
	FINISHING	
8	Cement Paint	Super Snowcem Nitcocem Asian
9	PAINTS - Plastic Emulsion / Acrylic Emulsion / Synthetic Enamel OBD / Luster	Asian Paint ICI Berger
10	External Paint	Asian Apex Ultima ICI Dulex weather-shield Max Berger Weather - coat long life

11	Thermos Plastic Paint	Shalimar
		Asian
		BASF
12	Primer/ PUTTY	Birla
		JK
		ICI
13	Fire retardant paint	BASF
		Noble
		Firetard
14	Gypsum Plaster	Birla
		St. Gobain
15	White Cement	Birla White
		JK White

SECTION VI - ARTICLES OF AGREEMENT

This Agreement is made on this the day of 2023_ at Surat

BETWEEN

THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA, a statutory body set up by an Act of Parliament namely The Chartered Accountants Act, 1949, having its Head Office at 'ICAI Bhawan', P.O. Box No. 7100, Indraprastha Marg, New Delhi – 110002, represented by its authorized officer _____, (HEREINAFTER referred to as 'ICAI') which expression shall, wherever the context so admits, mean and include its successors in office, assignees, administrators, representatives etc. of the **ONE PART**;

AND

M/S, _____
represented by its authorized signatory _____, (HEREINAFTER referred to as "THE CONTRACTOR") which expression shall, wherever the context so admits, mean and include its partners, successors, representatives, assignees, executors, administrators etc. of the **OTHER PART**.

WHEREAS

The ICAI desires that Secondary Fire Exit Work at ICAI Bhawan, SURAT (hereinafter referred to as 'Contract Work') shall be executed as per details mentioned, enumerated or referred to in the Request for proposal which shall be treated as an integral part of this agreement and includes: Request for Proposal, Terms & Conditions, Time Schedule of completion of jobs, Schedule of Quantities and Rates, other documents and has called for Tender as per the Tender Document No. ICAI/SURAT/2023/A1 Dated

The Contractor herein has been selected after following due process of invitation of Request for Proposal by ICAI for the Appointment of Contractor for Secondary Fire Exit Work at ICAI Bhawan, Surat.

The Contractor has inspected the site and surroundings of the work specified in the tender documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and grounds, the form and nature of the site and local conditions, the quantities, nature and magnitude of the work, the availability of labor and materials necessary for the execution of work, the means of access to site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith, and has considered the nature and extent of all the probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the contract work and which might have influenced him in making his tender and has offered to execute the contract work.

The tender documents including the ICAI's Request for Proposal, Instruction to Bidders, Bill of Quantities and Rates, General obligations, Terms & Conditions, Drawings, Plan, Time Schedule for completion of work, Letter of Acceptance of Tender, Letter of Intent and any Statement of Agreed Variations and all or any appendices, copies of which hereto annexed along with such amendments as may be confirmed or instructions as may be issued from time to time by the ICAI shall form an integral part of the contract though separately set out and are included in the expression 'Contract' wherever herein used.

AND WHEREAS:

The ICAI accepted the bid of the Contractor for executing the contract work(s), conveyed vide letter no. _____ dated _____, the rate(s) stated in the Schedule of quantities for the work and accepted by the ICAI (hereinafter referred to as the 'Schedule of Rates') upon the terms and subject to the conditions of the contract.

NOW, THEREFORE, THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AND DECLARED AS FOLLOWS:

1. The CONTRACTOR shall carry out and complete the Work in every respect in accordance with the terms and conditions as contained and accepted by the Contractor in the Request for Proposal/Agreement as per CPWD Specifications /applicable IS codes and with the directions and to the satisfaction of the ICAI.
2. This Agreement includes costs of all labour, materials, tools, plant equipment and transport which may be required for the complete execution of all the works and shall unless otherwise stated, include wastage and materials, carriage and cartage, carrying of empties, hoisting, setting, fitting and fixing in position, testing and commissioning of aforesaid works in accordance with good Engineering practices and well recognized principles.
3. That in consideration of the payment of Rs. _____/- (Rupees only), hereinafter referred to as the 'Contract Price', to be made by ICAI to the Contractor for the work to be executed by him, the Contractor hereby covenants with ICAI that the Contractor shall and will duly provide, execute and complete and remedy any defects therein and shall do and perform all other acts and things in conformity in all respects with the provisions of the Contract or described therein or which are to be implied therefrom or shall be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.
4. That the contract work shall be completed within 90 days from the date of handing over the site to the Contractor or from the 10th day of the receipt of the work order issued to the Contractor, whichever is later, according to the rate of progress indicated in the programme chart enclosed to the work order, or within such period specifically agreed to by the ICAI or its appointed Consultant in writing towards extension of time in consultation with the ICAI.

5. That the Contractor has furnished performance Bank Guarantee No. _____ dated _____ for Rs. _____/- (an amount equal to 5% of the contract value), issued by _____ (bank) with validity till _____ in favour of The Secretary, ICAI payable at New Delhi, for due performance of his obligation under this contract. The Contractor hereby agrees and undertakes to extend the validity of the Bank Guarantee suitably and proportionately in the event of extension of time of the contract.
- i. The Contractor has further agreed that towards Retention Money, an amount equal to 10% of the running bill will be deducted from each progressive bill. 50% of the Retention Money shall be released along with final bill and balance 50% shall be released after completion of 'Defect Liability Period'. No interest shall be payable by ICAI on this amount.
 - ii. The Performance Security Deposit will be released upon expiry of Defect Liability Period of 12 months which will be counted from the date of virtual completion of work or two months from the date of latest rectification of work, whichever is later. The Contractor further agrees to suitably extend the Security Deposit in the event of extension of time of the contract.
 - iii. The Contractor further agrees that in the event of increase in the costs, in actual execution, proportionate additional security deposit shall be provided by the contractor or recovered from the subsequent payment due to the contractor. The validity of Security Deposit shall be suitably extended in the event of extension of time of the contract.
6. That in consideration of the due provisions, execution and completion of the contract work, the ICAI does hereby agree with the Contractor that the ICAI shall pay to Contractor the respective amounts for the work actually done by him and approved by the ICAI at the Scheduled Rates under provision of the contract, such payment to be made at such interval and time in such manner as prescribed for in the contract.
7. That it is specifically and distinctly understood and agreed between the ICAI and the Contractor that the Contractor shall have no right, title or interest whatsoever in the site made available by the ICAI for execution of the works or in the building, structures or works executed on the said site by the contractor or in the goods, articles, materials, etc. brought on the said site (unless the same specifically belongs to the Contractor) and the Contractor shall not have or deemed to have any lien whatsoever or charge for unpaid bills and shall not be entitled to assume or retain possession or control of the site or structures and the ICAI shall have an absolute and unfettered right to take full possession and control of site and to remove the Contractor, their servants, laborer's, agents and materials belonging to the Contractor and available on the site.
8. That it is further specifically and distinctly understood and agreed between the ICAI and the Contractor that in any event, the ICAI shall owe no responsibility or liability of any kind towards any person or persons engaged by the Contractor for carrying the contract work(s) and the Contractor alone shall be responsible and liable to any such person or persons so engaged.

9. REPRESENTATIONS AND WARRANTIES:

The Contractor represents and warrants to ICAI that:

- a. It is duly organized and validly existing under the laws of India and has full power and authority to execute and perform its obligations under this ensuing agreement and to carry out the transactions contemplated herein;
- b. It has taken all necessary corporate and other actions under laws applicable to its business to authorize the execution and delivery of this work contemplated in this ensuing agreement and to validly exercise its rights and perform its obligations under this ensuing agreement
- c. It has the financial standing and capacity to execute the Project in accordance with the terms of this ensuing agreement;
- d. In providing the Services, it shall not cause any disruption to ICAI's normal operations
- e. This ensuing agreement has been duly executed by it and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms hereof.
- f. The information furnished in the Bid documents/ ensuing agreement documents and as updated is true in all aspects and nothing is false, suppressed or misrepresented.
- g. The execution, delivery and performance of this ensuing agreement shall not conflict or, result in the breach of, or constitute a default of any of the terms of its Memorandum and Articles of Association (in case of a company) or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected.
- h. There are no material actions, suits, other proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other statutory regulating authority, the outcome of which may result in the breach of this Tender or ensuing agreement or which individually or in the aggregate may result in any material impairment of its ability to perform all or any of its obligations under this Tender or ensuing agreement;
- i. It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Instrumentality which may result in any Adverse Effect on its ability to perform its obligations under this Tender or ensuing agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this ensuing agreement;
- j. It has complied with Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which either individually or in the aggregate have or may have an adverse effect on its ability to perform its obligations under this ensuing agreement.

- k. It and its personnel, have the necessary experience, skill, knowledge and competence to perform the Contract.
- l. No representation or warranty by the contractor contained herein or in any other document furnished by him to ICAI or its Employee or its nominated agencies in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading.
- m. No sums, in cash or kind, have been paid or shall be paid, by the Contractor or on his behalf, to any person associated with ICAI in any manner whatsoever by way of fees, commission or otherwise for entering into this ensuing agreement or for influencing or attempting to influence ICAI in connection therewith.

10. PAYMENT TERMS & CONDITIONS

1. Payment against Material Received at Site: The contractor shall be entitled to receive 80% of the material bill upon the delivery and verification of materials at the project site. The payment will be processed as per the agreed terms and conditions.
2. Payment upon Completion of Work: Upon successful completion of the assigned work, the contractor will be eligible to receive 70% of the total payment. This payment will be made after verifying that all project requirements, specifications, and deliverables have been met to the satisfaction of the project owner or the designated authority.
3. Payment upon Handing Over: After the contractor has handed over the completed project to the project owner or the authorized representative, a payment of 20% of the total contract amount will be made. This payment will be processed within a specified time frame, subject to the satisfactory inspection and acceptance of the delivered work.
4. Payment after Defect Liability: Following the completion of the project and the issuance of the completion certificate, the remaining 10% of the payment will be retained by the project owner until the end of the defect liability period. Once the defect liability period expires without any outstanding issues, the balance amount will be paid to the contractor. The defect liability period is typically defined in the contract and represents a specified timeframe during which the contractor is responsible for addressing any defects or issues arising from the completed work.

Note: The specific payment percentages and milestones mentioned above are subject to negotiation and may vary depending on the nature and complexity of the project. It is important for both parties to agree upon these payment conditions and include them in the formal contract or tender documents.

11. SECURITY DEPOSIT, BANK GUARANTEE AND RETENTION MONEY:

The Security Deposit, Bank Guarantee and Retention Money shall be liable to be forfeited by ICAI at its discretion in the event the Contractor is deemed to be in default or in the event of breach of any covenant or terms and conditions of the contract on the part of the Contractor. In addition to other provisions and conditions mentioned herein, and in the Tender document, Security Deposit, Bank Guarantee and Retention Money, shall be liable to be forfeited in the following conditions also:

- The Contractor modifies the rates of contract unilaterally during the Contract Period.
- The Contractor withdraws his offer during the period of agreement.
- The Contractor refuses or/ fails to execute the Work awarded to him as per the agreed timelines for various stages in the contract work.
- The Contractor fails to perform the work to the satisfaction of the ICAI.
- The Contractor is found to be indulged in Canvassing in any form or indulge in fraud or corruption/ corrupt practices in any form in connection with the tender or this agreement.
- The Contractor is found to be suppressing the information or furnishing wrong information or indulging in misrepresentation or misstatements.
- The Contractor fails to honor or refuses to comply with or modifies any or all terms and conditions of the Tender and/ or agreement.
- The Contractor fails to make good the deficit of Security Deposit within 10 days of the notice of demand by ICAI.
- The Contractor fails to pay the Liquidated damages and/ or Penalty within stipulated time as provided herein.
- The Contractor fails to keep all the information/ details /drawings /material specification confidential and fails to maintain secrecy.
- The successful Bidder/ Contractor, in violation of the provisions of the Tender and Agreement and/ or without prior written consent of the ICAI, sub-contracts the work awarded to him.
- The Contractor fails to handover the Insurance Policy including renewed Insurance Policy in original.
- Unless extended by the ICAI in writing, on failure to complete the works, work order and items of work within stipulated dates for completion and clear the site on or before the date of completion

12. RESERVATION CLAUSE:

That the ICAI reserves the right to add or omit any item(s) of the contract work, exercise control on quality of work, check of measurement, payment certificates, variation(s) arising in view of change of scope of work and approval of extra substituted items. The decision of the ICAI shall be final and binding in regard thereto and the Contractor shall not be entitled to claim any compensation other than the admissible rates provide for in the contract or otherwise mutually agreed upon for such additions, alternations, modifications, variation omissions etc.

13. ASSIGNMENT:

The contractor shall not without the prior written consent of the ICAI assign the contract works or any part thereof provided that any consent given by the ICAI for assigning contract works or any part thereof will not absolve the Contractor from the full responsibility of its obligations under this contract and/or instructions issued by the ICAI.

14. LIABILITY UNDER EMPLOYEES STATE INSURANCE ACT, 1948 AND EMPLOYEES PROVIDENT FUND AND MISCELLANEOUS PROVISIONS ACT, 1952 AND GRATUITY/PENSION OR ANY OTHER LABOUR LAWS:

- i. Whenever the ICAI is required to pay contributions in respect of the workmen or employees engaged or employed by or through the Contractor, his Sub-contractor or permitted assigns, under the Employees State Insurance Act, 1948 and P.F. Act, 1952 or the Rules and Regulations, made thereunder either as the principal employer or otherwise, the ICAI shall be entitled to recover from the Contractor such amounts from the amounts payable to the contractor or Security amount payable or becomes payable to the Contractor.
- ii. The Contractor shall discharge its responsibilities under the Employees State Insurance Act, 1948, PF Act, 1952 as an immediate employer in respect of employees engaged or employed by the Contractor or by its Sub-contractor wherever permitted for the execution of work or for any reason whatsoever.
- iii. The Contractor shall submit to the ICAI at periodic intervals the evidence for discharge of its obligations towards statutory contribution under ESI Act and PF Act and other statutory liabilities, as the case may be, for which the Contractor or Sub-contractor is liable.
- iv. The Contractor acknowledges the right of the ICAI to recover the amount of the contribution paid by the latter in the first instance in respect of the employees employed by or through the Contractor or by his Sub-contractor or permitted assignees as well as the employees contribution, if any, by deduction from any amount payable to him by the ICAI under this contract or by invoking the Bank Guarantee or by forfeiting the Security Deposit provided by the contractor or as a debt payable by the Contractor to the ICAI.

15. OTHER STATUTORY OBLIGATIONS:

- i. In the event the ICAI is called upon to make any payment to meet any statutory obligation concerning the contract works, such amount shall be recovered from the Contractor and without prejudice to any other mode of recovery, the ICAI may deduct the same from any amount payable to the contractor by the ICAI under this or under any contract.
- ii. The Contractor shall submit written confirmation together with evidence to the satisfaction of ICAI at periodical intervals to the effect that all statutory obligations have been duly complied with and the liabilities having arisen thereunder have been duly discharged as required.

16. STATUTORY REQUIREMENTS:

- i. The Contractor shall conform to the relevant statutory requirements as may be applicable including by- laws, rules, orders or notifications of the Government, Municipal or Local Authority for the time being in force affecting the works undertaken by it and shall give all necessary notices to and obtain requisite sanction and permits, licenses and approvals of and from the Municipal and any other authority in respect of the said works. In addition, the materials to be used at the project site shall comply with building and other regulations of such authorities.
- ii. The Contractor undertakes to ensure due and complete compliance with all laws, regulations, rules, etc. whether of the Central Government or the State Government or of any other competent authority as may be applicable to the workmen employed or whose services are otherwise availed of by the Contractor whether in connection with the construction work at the site or otherwise.
- iii. The ICAI shall have the right to inspect the records maintained by the Contractor concerning such workmen from time to time and the Contractor shall whenever required by the ICAI produce such records as the ICAI may call upon the Contractor to produce for the ICAI's inspection to ascertain whether or not the requirements of all such laws, regulations, rules, etc. have been complied with by the Contractor.
- iv. In the event of any contravention of such laws, regulations, rules, etc. coming to light whether as a result of such inspection or otherwise to effect such compliance within such time as the ICAI may prescribe in that behalf and in the event of the Contractor failing to effect such compliance within the time prescribed by the ICAI, then the ICAI shall without prejudice to its rights shall be entitled to withhold from the amount payable to the Contractor and any amount payable to the workmen under any such laws, regulations and rules to make payment thereof to the workmen.

The ICAI shall also have in that event the right to terminate the contract with immediate effect and to exercise powers reserved to the ICAI under the contract as a result of termination.

17. INDEMNITY:

That the Contractor shall keep the ICAI indemnified against all actions, suits and proceedings and all costs, charges, expenses, loss or damage incurred, suffered, caused to/sustained by the ICAI by reason of any default or breach or lapse or negligence or non-observance or non-performance or any non-payment by/on behalf of the Contractor.

18. LIQUIDATED DAMAGES:

If the CONTRACTOR fails to complete the works by the due date or within extended time, the Contractor shall be liable to pay Liquidated Damages to the ICAI at the rate of 0.5 % of the contract value for every week of delay subject to a maximum of 10% of the contract value.

19. TERM & TERMINATION:

TERM:

This agreement shall be co-terminus with the completion of the Work to be handed over to ICAI to its complete satisfaction.

TERMINATION:

The ICAI may, without prejudice to any other right or remedy, at any time, terminate the contract forthwith in part or whole in any of the following situations:

If the Contractor:

- Being an individual, or if a firm, any partner thereof at any time be adjudged insolvent or having received orders for administration of his estate made against him or takes any proceedings for liquidation or composition under Insolvency and Bankruptcy Code, 2016 Act for the time being in force or makes any conveyance or assignment of his effects or composition or arrangement for the benefits of his creditor or purport so to do or if any application is made under any law for the time being in [force for the sequestration of his estate or if a trust deed be granted by him for and behalf of his creditors; or
- Being a company passes a resolution or the court or any tribunal makes an order for the liquidation of its affairs or a receiver or manager on behalf of the debenture holders is appointed, or circumstances arises which entitle the court or debenture holders to appoint a receiver or Manager; or
- Assigns, transfers or subjects or attempts to assign transfer or sublet any portion of the works without the prior written permission of the ICAI; or
- Fails to commence the work within a stipulated time or within such extended time as may be permitted by ICAI at its discretion from the date of the handing over the site and continue in that state after reasonable notice from the ICAI.
- In the opinion of the ICAI at any time whether before or after the date or extended date for completion makes defaults in proceeding with the works with due diligence and continues in that state after reasonable notice from the ICAI or delays the project.
- Fails to comply with any of the terms and conditions of the contract after reasonable notice in writing with directions issued there under.
- Fails to complete the works, work order and items of work within stipulated dates for completion or does not clear the site after being asked to do so by the ICAI.

20. FORCE MAJEURE:

Time shall be the essence of the contract subject however to 'Force Majeure'.

For the purposes of this agreement, the term Force Majeure Event shall mean and include any event which is beyond the control of either Party or any such act of God, including but not limited to a national or local calamity, lockdown, epidemic, communicable disease save and except COVID 19, war (threatened or actual), civil unrest, military action, blockade or insurrection, cessation of transport services, coup, riot, act of terrorism, act or regulation of any public authority or union, change of laws or other government activity, strikes, natural disaster, fire, earthquake, cyclone, flood, drought, breakdown of machinery or equipment or an impeding occurrence at the project site.

Force Majeure *inter-alia* shall not include:

- a. Any event which is caused by the negligence or intentional action of a Party or such Party's Sub Agency or agents or employees.
- b. Any event which a diligent Party could reasonably have been expected to foresee
 - Take into account at the time of entering into this agreement, and
 - Avoid or overcome in the carrying out of its obligations hereunder.

Notwithstanding anything contained in this agreement, the Contractor shall not be liable for liquidated damages or termination for default, if and to the extent that the delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

The decision of the ICAI, regarding Force Majeure shall be final and binding on the Contractor. If a Force Majeure situation arises the Contractor shall promptly notify to the ICAI in writing of such conditions and the causes thereof. Unless otherwise directed by the ICAI in writing, the Contractor shall continue to perform its obligations under the agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In case a Force Majeure conditions exists for a period more than 15 days, ICAI may terminate the Contract at its sole discretion.

21. COVID 19:

The parties are aware that the World Health Organization has declared COVID 19 as a global pandemic and due to which there has been an uncertainty relating to government-mandated restrictions, warnings, lockdowns, which have had, and may continue to have, a substantial impact on the business. The Guidelines and the protocols released from time to time by the Central Government, Ministry of Health and Family Welfare and the Delhi Government shall be strictly adhered to by the contractor. The Contractor hereby acknowledges and expressly agrees to complete the work as a whole and various stages of the work as per the timeliness set by ICAI since time is the essence of the contract unless the timelines are extended by ICAI at its discretion.

22. WAIVER:

Any term or condition of this Contract may be waived at any time by any party that is entitled for any benefit under this agreement. Such waiver must be in writing and must be executed by an authorized officer/representative of such party. The waiver by either Party of performance of any term or condition or breach of any provision on one occasion shall not be taken or held to be a waiver thereof on any subsequent occasion or as nullifying the effectiveness of such provision. However, delay or failure on the part of ICAI in exercising its rights under this agreement shall not be considered as a waiver of such right, remedy or provision available under the same.

23. NO PARTNERSHIP:

This agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of this Agreement.

24. THIRD PARTIES:

This agreement is entered into by and between the Parties herein and their respective successors and permitted assigns, and nothing in this agreement shall be construed to create any duty to or standard of care with reference to, or any liability to any person who is not a Party to this agreement.

25. AMENDMENT:

This Contract shall not be modified, altered, amended and/or varied except as may be mutually agreed to by the Parties herein by way of an instrument in writing and signed by both the Parties hereto.

26. SEVEREABILITY:

In case any provision of this Contract be rendered illegal or unenforceable, in whole or in part, by the laws, regulations or public policy of any jurisdiction in India, including without limitation by a requirement, directive or guidance of the appropriate authority, such provision to that extent shall be deemed not to form part of this Contract but the validity or enforceability of any other provision of this Contract shall not be affected.

27. FALL BACK ARRANGEMENTS:

In case of breach of any of the terms of this agreement committed by the Contractor, the ICAI may terminate the contract at any time serving a written notice of minimum seven days and may *inter alia* further award contract to any other person at the risk and cost of the defaulting Contractor. In such case, any higher price to be paid by ICAI to the newly appointed Contractor, shall be

recoverable from the defaulting Contractor from the payments due and payable to the defaulting Contractor and/ or by invoking the Bank Guarantee, forfeiting the Retention Money and Security Deposit.

28. NOTICES:

All notices and other communications required or permitted to be given under this Contract shall be in writing and shall be delivered or sent by personal delivery, electronic mail, facsimile transmission or registered or certified mail (return receipt requested) postage prepaid to the relevant Party addressed as herein below or as may from time to time be notified in writing by such Party to the other no less than 15 days in advance. The notices and communications sent in such manner shall, unless the contrary is proven, be deemed to have been duly received on the date of personal delivery, two business days following delivery upon confirmation of transmission by the sender's facsimile machine or electronic mail device or ten business days following mailing by registered or certified mail (return receipt requested postage prepaid)

For ICAI: -

For Contractor: -

29. ARBITRATION:

That in the event of any question, dispute or differences arising out of or in connection with any of the terms and conditions of the agreement, in the first instance, the parties hereto shall try to resolve the same by mutual consultation within 15 days from the date on which such dispute arose, failing which the same shall be referred to the sole arbitrator to be appointed mutually by the parties. In case of failure by the Parties to appoint mutually agreed Sole Arbitrator, it is open for the Parties to invoke the provisions of The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, for appointment of an Arbitrator. The provisions of The Arbitration and Conciliation Act, 1996 shall apply to these arbitration proceedings. Arbitration proceedings shall be held at Surat and the language of the arbitration proceeding shall be English. The arbitral award shall be final and binding upon both the parties. All Arbitral Awards shall be in writing and shall state the reasons therefor.

30. JURISDICTION:

Subject to the arbitration agreement contained herein above, any dispute between the parties arising out of this Agreement shall be subject to the jurisdiction of the Courts at Surat only.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE-INTO SET THEIR RESPECTIVE HANDS AND SEALS ON THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

Signed and delivered on behalf
of the ICAI

Signed and delivered on behalf
of the Contractor

Signature

Signature

Name

Name

Designation

Designation

Mobile No.

Mobile No.

IN PRESENCE OF TWO WITNESS

Signature

Signature

Name

Name

Designation

Designation

Address

Address

Mobile No.

Mobile No.



THE INSTITUTE OF CHARTERED ACCOUNTANTS OF INDIA(ICAI)

BIDDING DOCUMENT FOR
SECONDARY FIRE EXIT WORK, ICAI BHAWAN (SURAT)

FINANCIAL BID (PART -II)

CONSULTANTS:

ADI SHARMA (ASCONS) CONSTRUCTION P. LTD.

FINANCIAL BID (PART – II)

B.O.Q. FOR SECONDARY FIRE EXIT WORK, ICAI BHAWAN (SURAT)

SR. NO.	DESCRIPTION OF ITEM	UNIT	QTY.	RATE(Rs.) (Inc.GST)	AMOUNT (Rs.)
1	Taking out existing CC interlocking paver blocks from footpath/ central verge, including removal of rubbish etc., disposal of unserviceable material to the dumping ground, for which payment shall be made separately and stacking of serviceable material within 50-meter lead as per direction of Engineer-in-Charge.	Sq mt	20		
2	Demolishing R.C.C. work manually/ by mechanical means including stacking of steel bars and disposal of unserviceable material within 50 meters lead (Items shall be included with all required scaffolding & safety nets.) as per direction of Engineer - in- charge	CUM	1		
3	Demolishing brick work wall manually/ by mechanical means including disposal of material within 50 meters lead (Items shall be included with all required scaffolding & safety nets.) as per direction of Engineer - in - charge.	CUM	1		
4	Disposal of moorum/building rubbish/ malba/ similar unserviceable, dismantled or waste material by mechanical transport including loading, transporting, unloading to approved municipal dumping ground for lead upto 10 km for all lifts, complete as per directions of Engineer-in-charge.	CUM	20		
5	Earth work in excavation by mechanical means (Hydraulic excavator)/manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-in-charge. (All soil) (If required soaring to be done to prevent soil collapse and to protect existing structure)	Cum	50		

6	Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m as directed by Engineer-in-charge.	CUM	50		
7	Providing and laying in position plain cement concrete excluding the cost of centering and shuttering - All work upto plinth level. 1:2:4 (1 cement : 2 sand : 4 graded crushed rock 40 mm nominal size)-Under Column footings as directed by Engineer-in-charge.	Cum	2		
8	Providing & laying in position reinforced cement concrete excluding the cost of centering, shuttering and reinforcement - all work upto plinth level-1:1:2 M25 (1 cement: 2 sands: 2 graded crushed rock 20 mm nominal size) rate include of all R/F steel and binding wire etc. all complete.	Cum	8		
9	Supply, Fabrication, transportation, delivery at site and erection, installation and alignment of mild steel foundation Anchor bolt of approved size assembly in concrete along with nuts, lock nuts (as per IS:1363, 1364 and IS:3138), washers including welding, cutting, grinding, threading, drilling etc. all complete. (Items shall be included with all required scaffolding & safety nets.)	KG	50		
10	Providing and fixing of "M/s Hilti" make anchors has Grade 8.8 Bolt chemical including drilling in concrete etc., for all height and levels etc., complete as approved by manufacturer, instructed and directed by Engineer-in-charge. (Items shall be included with all required scaffolding.)	Nos	100		
11	Providing and fixing steel work in built up tubular & sections / framed trusses including cutting, hoisting fixing in position as per drawing and applying a priming coat of approved steel primer, welded and bolted including special shaped washers etc. Complete as directed by Engineer-in-charge.	MT	8.3		

	(Items shall be included with all required scaffolding & safety nets.)				
12	Providing and fixing hand rail of approved size by welding etc. to steel ladder railing, balcony railing, staircase railing and similar works, including applying priming coat of approved steel primer	MT	1.5		
13	Supplying and fixing of Door seal jam with Granite Stone including all chemical, cement, Labour and etc.	No.	4		
14	Supplying, fabrication , transportation, erection and alignment of factory made electro forged gratings with steel conforming to IS : 2062 at all elevations including preparation of design drawings and fabrication drawings in flooring, platforms, drain and trench covers, walk-ways, passages, staircases with edge binding strips and anti-skid nosing in treads, fixing clamps etc. complete with other fittings and fixtures including all taxes, duties, transportation, packing, grinding, drilling, bolting (supply of permanent grade 'C' mild steel bolts and, all welding, edge preparation, blast cleaning of steel surfaces to near white metal surface (Sa 2 1/2) followed by two coats of red oxide zinc-chromate primer and two coats of approved colour, enamel finish paint, testing, complete as per specifications, drawings and instructions of the Engineer.	MT	2.8		
15	Providing and fixing fire proof steel door shutters (single or double shutter) conforming to IS:3614 (part-1 & partt-2). Shutters shall be minimum 60mm thick flush design comprising of two outer sheets of 18-gauge steel sheets rigidly connected and reinforced inside with continuous vertical 20-gauge stiffeners, spot welded in position at not more than 150mm on centers with mineral wool insulation, primer and epoxy-based painting including door frame, all fittings complete as per specification, relevant IS code and as per TAC norms. As per directed and approval of Engineer-in-charge	SQMT	8		

16	Breaking and fixing of the fire door, including plaster painting and all necessary repair work with all required material and scaffolding to complete the task. As per directions of Engineer-in-charge.	Nos	4		
17	Providing fixing 2 hour fire rated double skin steel door 55mm thick of approved make, single/double leaf with 1.6 mm thk galvanized steel sheet on both sides fitted on internal ms hollow tube framing, duly filled in with honeycomb paper core as infill material, door frame of size 143 x 57 mm (+/- 3 mm) as per manufacturers specification, surface drop seal, bracing at bottom, glass view panel, including all approved type (Dorma Make) heavy duty fastenings and fixtures comprising of : S.S. hinges, Panic bar handle inside, air seal gaskets between shutter and frame and door closer etc. complete. Door to be certified as per CBRI norm. As per directed and approval of Engineer-in-charge.	Nos	4		
TOTAL					
DISCOUNT					
GRAND TOTAL					
<p>Note: - The Item rate Quoted by the Bidders should be including GST. Quantity of above mentioned BOQ may varies as per site requirements.</p> <p>Sign and Stamp of the Bidder</p>					